

Blue Bison Software Ltd: End User License and Services Agreement

Installation & Configuration

Installation & Configuration is covered under the QuickStart Service with total hours indicated. If additional support hours are required, then the hourly prevailing professional service rates will apply.

Service Packs

Purchase of Blue Bison applications entitles the buyer to free access to any service packs released. Service packs are software patches that may be provided to address usability or existing functionality issues with the software. Service packs will be released via the Blue Bison support portal.

Blue Bison Software Maintenance

The Annual Maintenance covers the following:

1. Blue Bison Support Portal, E-mail or telephone software support during normal business hours (Monday to Friday, 8.00am – 5.00pm EST)
2. Bug Fixes
3. Service Packs.
4. Access to Blue Bison's Support Portal.
5. New Releases

Annual Maintenance is included in the annual license fee.

Exclusions

Items not covered under Software Maintenance include:

1. Software customization
2. Training (beyond QuickStart).
3. Hardware failure
4. Networking issues
5. Installation or Re-installation of Software for users once fully functioning

The above items will be billed the then current published rate.

1. On-Site Support – on-site support will be charged at the then published hourly rate with a minimum charge of one hour, billing in half hour increments after that (travel time included).
2. Telephone and Email Support – will be charged at the then published hourly rate hour with a minimum charge of one-half hour, billing in half hour increments after that.
3. Software Customization- Software Customization and any other work requested will be charged at the then published hourly rate with a minimum charge of one hour, billing in half an hour increment after that.
4. Out of Hours - All support outside of regular business hours (M-F 8-5 EST) will be billed at double the regular charge.

New Software Versions

If the Annual license fee has been paid for in full, service packs (includes feature additions, enhancements and bug fixes, within the same version number, e.g. 5.0.1, 5.1.2, 5.2.3 etc.) are included as part of the Annual Fee.

Major releases of the software are upgrades which functions/features have been significantly changed or added to the software, with a change in the version number, e.g. 6.0, 7.0, 8.0 etc. Major releases may be subject to an increase in the Annual license fee, however existing users can benefit from a discounted upgrade fee structure. Also if a major software release is available less than 12 months after the initial purchase, the customer will be entitled to receive the major version upgrade free of charge.

Services provided in conjunction with a new version or upgrade to a new version will be charged at the then published hourly rate. These services include but are not limited to the following: Installation, Data Conversion and Training on new features.

Renewal

The Support contract and software licensing is automatically renewed annually in conjunction with the software license agreement. The Customer is required to give written notice of cancellation two months before the renewal date.

1. Definitions

- 1.1. "BB" means Blue Bison Software Ltd. incorporated in the Cayman Islands with registered office situated at Whitehall Chambers, Whitehall House, 238 North Church Street, George Town, Grand Cayman.
- 1.2. "Cover Period" means standard Cayman Islands business hours, excluding local statutory or public holidays;

- 1.3. "Designated Equipment" means the Licensee's designated users and file/database server computer(s);
- 1.4. "Effective Date" means the date of installation as specified herein;
- 1.5. "Location" means the address detailed overleaf or such other address as may have been notified to BB from time to time;
- 1.6. "Licence" means the licence to use the modules named herein, which is granted to the Licensee under Clause 2;
- 1.7. "Licence Fee" means the non-refundable charge made for the Licence, which is based upon a multiple of the Number of Employees or Records Licensed, their respective level of access for each Module the licensed by the Licensee, as detailed overleaf.
- 1.8. "Module" means the functionality accessible in the BB Programs.
- 1.9. "Module Named User" means any individual authorized by the licensee to access and or use in any manner whatsoever a BB module and or any other file associated to such a module which BB has a proprietary interest that is installed on the licensee's designated equipment, regardless of whether the individual is actively accessing the program or files at any given time.
- 1.10 "Personal Data" means any information relating to or associated with an identified or identifiable natural person.
- 1.10."Programs" means the BB computer programs, in machine-readable form only.
- 1.11."Related Documentation" means the user manuals for the Programs;
- 1.12. "Software Maintenance" means the services described at Clause 12;
- 1.13."Software Maintenance Charge" means the annual charge for Software Maintenance as detailed overleaf as varied from time to time;
- 1.14."Software Maintenance Contract" means the agreement entered into by BB and the Licensee in respect of Software Maintenance which consists of the terms and conditions set out at Clause 12;
- 1.15. "System" means the Designated Equipment and the Programs.

2. License

- 2.1. BB hereby grants to the Licensee a non-exclusive and non-transferable Licence, without right to sub-license, for the term specified herein to use the Programs from the Effective Date at the Location in conjunction with the Designated Equipment for use by up to but not exceeding the number specified overleaf for each Module, Module Named Users and respective Licence Type.
- 2.2. The Licence may be terminated (without there arising any right on the part of the Licensee to a refund of all or part of the Licence Fee):
 - 2.2.1. by the Licensee on 30 days written notice to BB;
 - 2.2.2. by BB on 30 days written notice to the Licensee if the Licensee is in serious or persistent breach of the Licence and has not remedied that breach within 30 days of being requested by BB to do so;
 - 2.2.3. by BB immediately if the Licensee has a winding up petition presented or enters into liquidation whether compulsorily or voluntarily (other than for the purposes of amalgamation or reconstruction without insolvency) or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over any of its assets or generally becomes unable to pay its debts or an event occurs within the jurisdiction local to the Licensee which has the same or similar effect to the above.
- 2.3. Restrictions: Other than the rights expressly licensed hereunder to Licensee, no other rights or interest whatsoever in the Software and/or any component thereof, are transferred or granted to Licensee. Without limiting the foregoing, Licensee may not: (i) use the Software for purposes other than the purposes explicitly set forth hereunder; (ii) reverse engineer or de-compile, modify or revise the Software or any part thereof, or create derivative works thereof; (iii) sub-license or resale the Software or any part thereof.

3. General Conditions

- 3.1. The property in the media upon which the Programs are supplied shall remain with BB.
- 3.2. The Licensee shall be entitled to use the Programs and any Related Documentation for its own business purposes only. The program may not be used for commercial time sharing, rental or any software service whatsoever.
- 3.3. The Licensee shall not be entitled to assign or otherwise transfer its rights and duties under the Licence or to sub-license the Programs to anyone else.
- 3.4. The Licensee may not permit the Programs and Related Documentation to go out of its possession at any time without the prior permission of BB.
- 3.5 . This Licence is restricted to the number of Employees or Records for each Licence Type for each Module. In the event of an increase in the number of Employees or Records and or an upgrade in the licence type for an existing Employee User an additional user licence is required, the Licensee shall inform in writing BB or the local agent thereof within 30 days of the details of any such change.
- 3.6. Upon the termination of the Licence for any reason whatsoever the Licensee must return the Programs and Related Documentation to BB or alternatively, as BB shall in its sole discretion decide, return the documentation to BB and provide BB with satisfactory evidence that the Programs have been permanently deleted from the System.

4. Warranty

- 4.1. BB shall correct or replace any Programs which do not perform in accordance with the Related Documentation, provided that BB has received notification of the defect within 90 days of the Effective Date. The warranty does not cover:
 - 4.1.1. The Licensee's failure to check whether the Programs meet its requirements and whether the reports produced by the Programs are accurate and meet current, local legislative requirements;
 - 4.1.2. Failure of the Programs to provide facilities or functions not included in the Related Documentation;
 - 4.1.3. Defects caused by unauthorised changes to the Programs or failure to operate the Programs in accordance with the Related Documentation or inadequately trained or unauthorised people operating the Programs.

4.2. If BB cannot fix the defect under Clause 4.1, BB's liability for that failure is limited to either refunding the Licence Fee or providing the Licensee with a replacement copy of the Program, as BB in its sole discretion chooses. If BB refunds the Licence Fee, the Licensee must return the original Program and Related Documentation to BB. If BB replaces the Program, the Licensee need return the original Program only.

4.3. The warranty under Clause 4 is in place of any condition or warranty of any kind whatsoever, express or implied, statutory or otherwise, concerning the quality or fitness for any particular purpose of the Programs.

5. Alterations to Programs

5.1. The Licensee shall not make any changes to the Programs or the Related Documentation without having first obtained the written consent of BB. If the Licensee does make changes to the Programs or Related Documentation, BB shall not be liable for any error caused by those changes or by the Licensee's misuse of the Programs or Related Documentation.

5.2. BB may, in its sole discretion, modify the Programs to meet a Licensee's particular business requirements but a condition of agreeing to do so shall be that Licensee must agree in writing and without charge to allow BB to release that modification to other Licensees if it so chooses. All modification services shall be additionally chargeable.

6. Fees

6.1. The Licence Fee shall be payable by the Licensee as set out herein. If any sum payable by the Licensee is not paid by the due date, BB shall have the right to charge interest on that sum on a daily basis from the due date until the date of payment at the annual rate of 3% above the prevailing base rate of London Interbank rate per annum.

7. Intellectual Property Rights

7.1. BB owns the copyright and all other intellectual property rights in the Programs (including any copies made by the Licensee) and Related Documentation.

7.2. BB shall indemnify the Licensee, [] ("Client"), their respective affiliates, subsidiaries, and parent companies, and such entities' members, officers, directors, agents, employees, personnel and representatives (the "Licensee Indemnitees") from and against any liability, loss, damage, costs, expenses, judgments, fines, investigations, actions, suits or proceedings which the Licensee may incur or suffer as a result of any claim brought against the Licensee by a third party claiming infringement of its intellectual property rights as a result of the use of the Programs or Related Documentation by the Licensee provided that:

7.2.1. The Licensee gives written notice to BB of any claims or proceedings immediately following receipt of them;

7.2.2 The Licensee makes no admission of liability and gives BB sole authority to defend or settle the claims or proceedings at BB's expense, providing BB keeps the Licensee notified of the proceedings;

7.2.3. The Licensee gives BB all reasonable help in connection with the claims or proceedings at BB's expense;

7.2.4. The claim has not arisen as a result of the Licensee using or combining the Programs with any other programs or materials or equipment other than the Designated Equipment;

7.3. In dealing with any claim for infringement of a third party's intellectual property rights, BB may at its own expense and option:

7.3.1. Pay for the right to continue using the Programs and Related Documentation;

7.3.2. Make any changes to the Programs or Related Documentation without materially reducing the functionality of the Programs;

7.4. This Clause 7 states BB's entire liability to the Licensee in respect of the infringement of the intellectual property rights of any third party.

8. Confidentiality

(a) 8.1. **Confidential Information.** A party may come into possession of the other party's Confidential Information. For the purposes of this Agreement, "Confidential Information" means any information that the party disclosing information ("Disclosing Party") designates as confidential or that a reasonable person would understand to be confidential under the circumstances. Without limiting the foregoing, Confidential Information includes the terms of this Agreement (which are the Confidential Information of both parties), the Programs, the Documentation, and each party's financial, business and technical plans and strategies, inventions, new products, code, services and technology (but does not include Personal Data, the protection of which will be governed as set forth in the BB Data Privacy Policy).

(b) **Restrictions.** The party receiving Confidential Information (the "Receiving Party") will hold and maintain such Confidential Information in strict confidence and will not use such information, except as permitted under this Agreement, and, if Licensee is the Receiving Party, to fully exploit and exercise its rights under the licenses BB has granted it hereunder. The Receiving Party will use the same precautions to prevent disclosure to third parties of such information as it uses with its own confidential information, but in no case less than a reasonable degree of care.

(c) **Exceptions.** Confidential Information will not include (or, if applicable, will cease to include) information which, as evidenced by Receiving Party's written records: (i) is already known by Receiving Party at time of disclosure; (ii) becomes, through no act or fault of Licensee, publicly known; (iii) is received by Receiving Party from a third party without a restriction on disclosure or use; or (iv) is independently developed by Receiving Party without reference to Disclosing Party's Confidential Information. In addition, Receiving Party may disclose Confidential Information to the extent required to be disclosed by a court or governmental agency or otherwise pursuant to applicable Law; provided that, to the extent permitted by applicable Law, Receiving Party first notifies Disclosing Party and gives it the opportunity to seek a protective order or to contest such required disclosure.

(d) **Return of Information.** Upon the earlier of Disclosing Party's request or the termination of this Agreement, Receiving Party will promptly return or destroy all Confidential Information and related materials in its possession and discontinue all further use of the Confidential Information. Upon Disclosing Party's request, Receiving Party will promptly certify that such action has been taken.

(e) The Licensee must keep the Programs and the Related Documentation confidential and not disclose them to any third party without the prior written consent of BB. BB and the Licensee shall also keep confidential all information (written or oral) concerning the business and affairs of the other that it shall have obtained or received as a result of the discussions leading up to or the entering into of this agreement except for that which is already in its possession other than as a result of a breach of this clause, or is in the public domain other than as a result of a breach of this clause.

8.2. The Licensee shall be entitled to disclose the Programs and Related Documentation to those of its employees or students who are directly involved in their use but shall ensure that they too comply with these duties of confidentiality.

8.3 In connection with performance of its obligations under this Agreement, it is not envisaged that the Licensor will have access to information that pertains to a specific person and that can be linked to such person ("Personal Data"), and Licensee shall depersonalise all information that it chooses to transmit to the Licensor and shall comply with data minimization principles in deciding whether to provide Personal Data to Licensor. However, in the event that either party obtains, uses, transfers, stores or otherwise processes (collectively, "process") any Personal Data in the subsequent course of performing its obligations hereunder, each party (a) acknowledges that it is a data controller for the purposes of this Agreement and shall be fully liable for its processing of Personal Data; and (b) warrants that it shall process Personal Data in compliance with its obligations under applicable data protection laws, including the Data Protection Law, 2017 of the Cayman Islands (as and when it comes into force), and shall implement appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure.

9. Indemnification

9.1. BB agrees to defend, indemnify and hold harmless Licensee Indemnitees from and against all claims brought or instituted against a Licensee Indemnitee by a third-party or suffered or incurred by a Licensee Indemnitee as a result of such third-party claims to the extent arising from or related to any breach by BB of any term, representation, or warranty set forth in this Agreement.

9.2. Licensee agrees to defend, indemnify and hold harmless BB from and against all claims brought or instituted against BB by a third-party or suffered or incurred by BB as a result of such third-party claims to the extent arising from or related to any breach by Licensee of any term, representation, or warranty set forth in this Agreement.

10. Insurance

10.1 BB agrees to maintain through insurers who carry an AM Best Rating of at least "A-" "VII.", or a comparable rating from a recognized insurance rating agency (a) errors and omissions and/or professional liability insurance cover any acts, errors, omissions of BB, BB' personnel and agents in the rendering of or failure to render professional services in an amount not less than \$500k per claim, with an aggregate limit of not less than \$1 million; (b) commercial general liability insurance with a combined single limit of not less than \$500k per occurrence and an aggregate limit of not less than \$1 million, endorsed to include contractual liability, completed products/operations and advertising. Such insurance shall also cover liabilities for the failure to prevent unauthorized access to Personal Data including violations of privacy laws, and data breach expenses, including but not limited to consumer notification, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services. The coverage shall be written on a claims made and reported basis. The commercial general liability policy will be written on an occurrence and not on a claims made basis; if other insurance is written on a claims made (rather than occurrence basis, which is preferred by Licensee) BB shall keep such coverage in force for at least three (3) years after the termination or expiration of this Agreement. The commercial general liability insurance will name Licensee and [client] as additional insureds as respects all coverage requirements stated herein. All policies obtained by BB pursuant to this Agreement shall be specifically endorsed to provide that the coverages shall be primary and any insurance carried by Licensee shall be excess and non-contributory. All policies shall be specifically endorsed to provide that such coverage shall not be canceled or materially reduced without at least thirty (30) days prior written notice to Licensee. Upon request, BB shall deliver to Licensee certificates of insurance and any renewal thereof, that evidence that the required insurance coverages are in force. BB will cause all its subcontractors (including sub-processors) to carry and maintain the foregoing insurance unless BB' policies cover the acts or omissions of such persons as if they were BB' own or those of its employees.

11. Limit of Liability

11.1. It is the Licensee's responsibility to take proper back-up copies of its data. BB shall not be liable for any loss or damage which could have been avoided or remedied had the Licensee taken proper back-up copies of its data.

11.2. BB shall not be liable in any way for loss of data or data corruption caused by the incorrect inputting or storage of that data. Nor shall BB be liable for any loss or damage caused by the Programs' inability to process data (or resulting reports) in the way required by local statutory requirements. It is the Licensee's

responsibility, in accordance with Clause 4.1.1, to check that the data is being processed in the required way and that the resultant reports are accurate.

11.3. BB does not exclude or restrict liability for death or personal injury caused by the negligence of BB or its employees.

11.4. To the maximum extent permitted by applicable law and excluding the parties' indemnification obligations, intentional breach of any licenses granted herein and BB's breach of its data privacy, protection and security obligations, in no event shall either party be liable for any consequential or indirect loss or damage, including (without this being an exhaustive list) loss of profits, loss of contracts, loss of data or programs, loss of operation or production, loss of anticipated savings and loss of use of any equipment, however it is caused.

11.5. Subject to Clauses 9.1 - 9.4, BB's total liability to the Licensee for direct loss or damage, whether in contract, tort or otherwise arising out of or in connection with the supply of the Programs or the Related Documentation is limited to the amount of the Licence Fee.

12. Continuing Obligations

12.1. Clauses 3.5, 7, 8 and 9 shall survive the termination of the Licence for whatever reason.

13. Force Majeure

13.1. Neither BB or the Licensee will be liable to the other for any delay in or failure to perform its obligations in whole or in part under this agreement (other than the payment of money) as a result of any cause beyond its reasonable control.

14. Software Maintenance and Training

14.1. If the Licensee requires BB to provide Software Maintenance, it must first complete the basic training identified in the QuickStart Deployment. BB may also agree to provide the Licensee with additional training e.g. on-site training and implementation of support services. This service shall be additionally chargeable.

14.2. In consideration of the Licensee having completed the training and the payment by the Licensee to BB of the Software Subscription License Fee identified herein BB shall provide the Licensee with Software Maintenance for the Programs operating on the Designated Equipment at the Location.

15. Software Maintenance shall comprise the following only: off-site advice and guidance during the Cover Period, available by telephone hot-line, to help the Licensee with the diagnosis and resolution of any technical problems the Licensee may have in connection with the use of the Programs. BB shall use all reasonable endeavours to correct any errors in the Programs (or replace these, as it chooses) within a reasonable time. BB may also provide new updates to the Programs from time to time (as it, in its sole discretion shall decide).

16. BB shall be entitled to appoint agents to carry out the Software Maintenance on its behalf..

17. Miscellaneous

17.1. If any part of these terms and conditions is held unlawful or unenforceable that part shall be struck out without affecting the remainder.

17.2. No delay, neglect or forbearance by either party in enforcing its rights under this agreement shall be a waiver of or prejudice those rights.

17.3. All notices under this agreement shall be in writing and shall be sent to the address of the recipient set out overleaf. All notices must be delivered by pre-paid first class post and shall be deemed to have been received 2 working days after posting.

17.4. These terms and conditions supersede any prior agreements, arrangements and undertakings between BB and the Licensee and constitutes the entire agreement between BB and the Licensee relating to the supply of the Programs and Related Documentation.

17.5. No variation of these terms and conditions shall be valid unless made in writing and signed by both parties.

17.6. Either party may assign this Agreement, without the prior written consent of the other party, to any person or entity that acquires all or substantially all of such party's assets or equity interests, whether by way of purchase, merger, exchange or similar transaction; provided that (i) the assigning party gives written notice of such assignment to the other party and (ii) such assignee assumes all of the assigning party's liabilities and obligations hereunder. Other than as set forth in the previous sentence, this Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party.

17.7. The prevailing party in any legal action instituted under or relating to this Agreement shall, in addition to other remedies, be entitled to be reimbursed by the other party for all expenses of such litigation, including reasonable attorneys' fees.

17.8. The parties agree that in the event of any breach by either party of Section 8 of this Agreement, the non-breaching party would encounter extreme difficulty in attempting to prove the actual amount of damages suffered by it as a result of such breach and would not have adequate remedy at law or in equity, in the event of such breach, the non-breaching party shall be entitled to an order of specific performance and temporary, preliminary and permanent injunctive relief from violation of said covenants and agreements from any court of competent jurisdiction without necessity of proving the amount of any actual damage to the non-breaching party resulting from such breach.

18. This agreement is governed by the laws of the Cayman Islands.

[End]