Scanco End User License Agreement

This Agreement governs the use of the Software set forth in Customer's Order Form and any Service Plan Customer elects to purchase with respect to that Software.

BY DOING ONE OR MORE OF THE FOLLOWING (OR ALLOWING OR AUTHORIZING A THIRD PARTY TO DO SO ON CUSTOMER'S BEHALF), CUSTOMER SHALL BE DEEMED TO HAVE ACCEPTED AND ENTERED INTO THIS AGREEMENT WITH SCANCO AND ANY ADDITIONAL TERMS AND CONDITIONS REQUIRED BY THIRD-PARTY PROVIDERS BY: (1) CLICKING "AGREE," "OK", OR A SIMILAR AFFIRMATION THAT APPEARS DURING ACTIVATION OF THE SOFTWARE OR PRIOR TO THE USE OF THE SOFTWARE, (2) SIGNING THIS AGREEMENT, OR (3) USING THE SOFTWARE. IF CUSTOMER DOES NOT AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT OR ANY APPLICABLE TERMS AND CONDITIONS REQUIRED BY THIRD- PARTY PROVIDERS, EACH IN THEIR ENTIRETY AND WITHOUT MODIFICATION OR ADDITION, THEN CUSTOMER DOES NOT HAVE A LICENSE TO USE THE SOFTWARE.

BY ACCEPTING THIS AGREEMENT, CUSTOMER CONSENTS TO THE TRANSMISSION OF CERTAIN INFORMATION DURING ACTIVITATION AND DURING ITS USE OF THE SOFTWARE TO SCANCO PURSUANT TO THE SCANCO PRIVACY NOTICE DESCRIBED IN SECTION 11.

1.   **Definitions**

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with, the subject entity, where 'control' is the direct or indirect ownership or control of at least a majority of the voting rights in the entity, or otherwise the power to direct the management and policies of the entity. An entity is an Affiliate only so long as such control continues.

"Agreement" means this Scanco End User License Agreement, the Supplemental License Terms, and all applicable Order Forms, each of which are incorporated herein by reference and made a part hereof.

"Customer" means the legal entity listed on the Order Form.

"Customer Support" means Software assistance that Customer receives by phone, email, chat, access to on-line information, or by similar means because Customer purchased a Service Plan.

"Documentation" means the Program specifications that are set forth in the Program help files and any release-related notes, guides, or manuals Scanco publishes specific to the current version of the Program.

"Enabled Use" means that Scanco has fulfilled the applicable software delivery process (enabling downloading of the Software, delivering activation codes for the Software, or otherwise), thereby enabling Customer to install and execute the Program.

"Maintenance Software" means Software that Scanco delivers because Customer has purchased a Service Plan.

"Order Form" means any order form issued by Scanco or an authorized reseller that describes the Software or Service Plan that Customer has elected to purchase and the corresponding fees for such purchase. Only order forms issued by Scanco or an authorized reseller of Scanco's Software constitute "Order Forms" under this Agreement. Customer-issued order forms, purchase orders, or similar documents are not Order Forms and have no force or effect.

"PEP" has the meaning set forth in section 11.1.

"Program" means the Scanco application, in object code format, identified in the Order Form, as updated by any Maintenance Software.

"Scanco" means (i) Scanco Software, Inc., a Florida LLC with offices at 1000 N Tamiami Trail, 2nd floor, Nokomis, FL 34275.

"Service Plan" means a plan Customer purchases for the provision of Customer Support and/or Maintenance Software for a specified period.

"Software" means collectively, the Program, the Documentation, any Maintenance Software, and any part thereof.

2.   **License**

1.   Grant. Subject to the terms and conditions of this Agreement and Customer's payment of all applicable fees, Scanco grants to Customer and its Affiliates a limited, non-exclusive, non-sublicensable, non-transferable (except as expressly permitted herein) license to use the Software.

2.   Perpetual or Subscription Licenses. If Customer purchases a perpetual license, as evidenced by Customer's Order Form, then Customer shall have the right to use the Software for the term of this Agreement. If Customer purchases a license on a subscription basis, then Customer shall have the right to use the Software for the period stated in Customer's Order Form.

3.   **Restrictions**

1.   General. Scanco and its licensors reserve all rights (including all applicable rights under intellectual property laws) not expressly granted in this Agreement. Further, the license contained in this Agreement does not include the right to, and Customer shall not, do any of the following: (i) make any copy of the Software, except as expressly set forth in section 3.2; (ii) distribute any copy of the Software (whether by renting, leasing, lending, sublicensing, time-sharing, or otherwise); (iii) use the Software for personal, family, household, or other non-business purposes; (iv) alter, modify, translate, decompile, disassemble, or reverse-engineer the Software or create any derivative work thereof; (v) remove or obscure any copyright or trademark notices from the Software; or (vi) use the Software in excess of the limitations set forth in this Agreement or the number and types of users, seats, or licenses purchased.

2.   Installations; Copies. Customer or its Affiliates may only install the Software (i) on a computer system that Customer or its Affiliates own or (ii) only on a computer system not owned by Customer or its Affiliates if Customer or its Affiliates will be the only party with access to the installed Software. Customer or its Affiliates may make only a reasonable number of backup copies of the Software solely for the purpose of business continuity and disaster recovery and for reinstalling the Software, if

reinstallation becomes necessary. Customer or its Affiliates may make one copy of the Software for use in a testing environment solely for testing purposes.

3.   Report-Writing. Any report-writing software contained within the Software may be subject to a restriction such that its use may be limited to accessing only the data that is created by, or used by, the Software.

4.   **Fees and Payment**

1.   Fees. Customer shall pay to Scanco or its authorized reseller the fees set forth on any Order Form that Customer has signed. Unless otherwise stated in such an Order Form, all fees are due upon receipt of Scanco's invoice. Once Scanco has Enabled Use of the Software, all such fees are non-refundable except as otherwise expressly stated in this Agreement. Customer acknowledges that Scanco may increase its license and other fees (i.e., in subsequent Order Forms) and therefore fees due for new or additional purchases, subscription renewals, or Service Plan renewals may be more than a previous purchase.

2.   Automatic Billing. By subscribing to the Software or electing to utilize a recurring payment plan, Customer authorizes Scanco to automatically charge Customer's credit card or bank account on file on a monthly or annual basis, as set forth in any Order Form that Customer has signed, until Customer terminates this Agreement. Customer is responsible for providing Scanco with its most current billing information.

3.   Unpaid Uses. Use of the Software in excess of the number and type of licenses purchased constitutes a material breach of this Agreement. Customer shall pay to Scanco or its authorized reseller the additional license or subscription fees due for the unpaid use calculated in accordance with the applicable Scanco retail price list in effect at the time payment is made. Any failure to make the foregoing payment within 30 days of the invoice date is also a material breach of this Agreement.

4.   Late Payment; Non-Payment. If Scanco or its authorized reseller does not receive any fees owed by the specified due date, those fees shall incur a $400 back support fee . Non-payment of any fees or of any other amounts due to Scanco or an authorized reseller is a material breach of this Agreement.

5.   **Warranties**

1.   Software. Scanco warrants that the Software will be substantially free from defects in materials and workmanship for a period of ninety (90) days following the date of purchase. User's sole remedy for the breach of this warranty is to return the CD within the warranty time period, together with User's receipt or other proof of payment, to Scanco, and Scanco will replace the CD without charge. Scanco will assign to the User any assignable warranties made by the manufacturer of the Hardware. EXCEPT AS SET FORTH ABOVE, SCANCO EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PRODUCTS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SCANCO DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET USER'S REQUIREMENTS, OR THAT THE OPERATIONS OF THE SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE OF SCANCO, SHALL SCANCO BE LIABLE FOR ANY LOST OR INACCURATE DATA, LOST BUSINESS PROFITS, OR INCIDENTAL, SPECIAL CONSEQUENTIAL OR PUNITIVE

DAMAGES THAT RESULT FROM THE USE OR INABILITY TO USE THE PRODUCTS, EVEN IF SCANCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH EVENTS OR DAMAGES.

2.		Customer Support. If Customer is entitled to receive Customer Support as part of a separately purchased Service Plan, Scanco warrants that while Customer's Service Plan is in effect and if it has paid all required Service Plan fees, Scanco will use qualified personnel to provide Customer Support in a professional manner consistent with industry standards. Customer's sole remedy under this section 5.2 is limited to Scanco's re-performance of the Customer Support services giving rise to Customer's claim.

3.		Other Limitations.

1.		Third-Party Implementations. Unless Scanco has agreed in writing to provide software implementation services to implement the Program at Customer's place of business, Customer is responsible for engaging a qualified party to provide implementation services. Customer is responsible for independently investigating the skills and qualifications of such party. Scanco shall have no liability whatsoever for any failure associated with such implementation services, even if the party Customer engages is an "authorized" or "certified" reseller, consultant, or installer of Scanco products.

2.		Modifications. User may not modify or merge any portion of the Software or it's output into another computer program or device without the prior written consent of Scanco. The copying, modifying, duplicating, selling or otherwise distributing of the Software or its output is a violation of this Agreement, as well as the U.S. Copyright Laws.

3.		No Other Warranties. No employee, agent, or representative of Scanco, nor any reseller or any other third party, is authorized to make any warranty with respect to the Software, and Customer may not rely on any such purported warranty.

4.		DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS AND IS ONLY FOR COMMERCIAL USE, SUBJECT TO ANY RESTRICTIONS IN THIS AGREEMENT OR THE DOCUMENTATION. SCANCO, ON BEHALF OF ITSELF, ITS AFFILIATES, AND ITS LICENSORS, DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL OTHER REPRESENTATIONS, WARRANTIES, AND GUARANTEES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THOSE (I) OF MERCHANTABILITY OR SATISFACTORY QUALITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, (III) OF NON-INFRINGEMENT AND (IV) ARISING FROM CUSTOM, TRADE USCANCO, COURSE OF PRIOR DEALING OR COURSE OF PERFORMANCE. NEITHER SCANCO, ITS AFFILIATES, NOR ITS LICENSORS WARRANT THAT CUSTOMER'S USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SOFTWARE, DOCUMENTATION, AND/OR THE INFORMATION OBTAINED BY CUSTOMER THROUGH USING THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR PRODUCE PARTICULAR OUTCOMES OR RESULTS. SCANCO IS NOT RESPONSIBLE FOR ANY PERFORMANCE ISSUES OR ERRORS WITH THE SOFTWARE THAT ARISE FROM CUSTOMER'S DATA OR ANY THIRD PARTY. CUSTOMER ACKNOWLEDGES THAT SCANCO DOES NOT PROVIDE ANY ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL, OR OTHER ADVICE TO CUSTOMERS, USERS, OR ANY THIRD PARTIES.

6.		**Term and Termination**

1.   Commencement. This Agreement takes effect on the date set forth on the initial Customer-signed Order Form and continues until terminated in accordance with this Agreement.

2.   Customer's Termination Rights.

1.   Subscription Terminations. If Customer subscribes to the Software, then Customer may terminate this Agreement at any time by giving Scanco 30 days' prior written notice.

2.   Other Terminations. If Customer does not subscribe to the Software, then Customer may terminate this Agreement at any time by giving Scanco prior written notice.

3.   Scanco's Termination Rights. If Customer breaches its obligations under this Agreement (including by not paying any fees when due), then this Agreement shall automatically terminate.

4.   Effect of Termination. Any termination of this Agreement shall result in termination of the licenses granted hereunder. Further, terminating a subscription may result in the Software reverting to "read-only" mode and the loss of access to any features that require a Service Plan (i.e., Scanco Business Care). If Customer terminates a subscription pursuant to section 6.2.1, then Customer shall receive a refund of any pre-paid but unused fees remaining in its then-current subscription period. Customer's election to reduce the number of users it has purchased or to deactivate optional modules or features of the Software it has purchased is not a subscription termination under this section and does not entitle Customer to any refund. Customer shall not receive any refunds for exercising any termination right under section 6.2.2.

5.   Survival. Any provision in this Agreement that when reasonably read as intended to survive the termination of this Agreement shall survive, including without limitation, the disclaimer of warranties in section 5 and limitations of liability in section 8.

7.   **Indemnification**

1.   Covered Claims. Subject to sections 7.2 and 7.3, Scanco shall defend Customer and its Affiliates in any third-party claim alleging that the Software infringes or misappropriates the intellectual property rights of a third party and pay any resulting costs and damages finally awarded by a court with respect to any such third-party claim. If the Software infringes (or Scanco reasonably believes it may infringe) a third-party's intellectual property rights, Scanco may, at its own expense and option: (i) procure the right for Customer to continue use of the Software; (ii) replace or modify the Software so that it becomes non-infringing without material loss of functionality; or (iii) if (i) and (ii) are not feasible, terminate this Agreement.

8.   **Limitation of Liability**.

1.   No Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

2.   Limit on Direct Damages.   EXCEPT FOR (I) SCANCO'S OBLIGATION WITH RESPECT TO AN INDEMNITY CLAIM,

(II) CUSTOMER'S OBLIGATIONS TO PAY FEES UNDER THIS AGREEMENT, OR (III) EITHER PARTY'S LIABILITY RESULTING FROM FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, NEITHER PARTY'S AGGREGATE LIABILITY SHALL EXCEED

(A) THE FEES PAID BY CUSTOMER TO SCANCO IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (B) THE FEES PAID TO SCANCO WITH RESPECT TO CUSTOMER'S INITIAL ORDER FORM, WHICHEVER IS GREATER.

3.   Scope. The exclusions and limitations above apply to all causes of action, whether arising from breach of contract, tort, breach of statutory duty or otherwise, even if such loss was reasonably foreseeable or if one party had advised the other of the possibility of such loss. The parties agree that the allocation of risk in this Agreement is reflected in the level of fees payable under this Agreement. A party may not circumvent the limitations of liability herein or receive multiple recoveries under this Agreement by bringing separate claims on behalf of its Affiliates.

9.   **Governing Law & Dispute Resolution**

1.   Law. The validity, construction, and application of the Agreement will be governed by the internal laws of (i) the State of Florida (if you are contracting with Scanco Software, Inc.)

2.   Arbitration. The parties agree to resolve all disputes related to this Agreement by binding individual arbitration before one arbitrator and will not bring or participate in any representative action. The arbitration shall be administered by Scanco pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules, and shall take place in (i) Sarasota, Florida (if you are contracting with Scanco Software, Inc.) Any challenge to arbitrability shall be decided by the arbitrator. Judgment on the arbitration award may be entered in any court having jurisdiction. In the event a party seeks injunctive relief from a court, the parties consent to the exclusive jurisdiction and venue of the courts located in (i) Sarasota, Florida (if you are contracting with Scanco Software, Inc. This section 9.2 shall not apply to Scanco's enforcement of Customer's payment obligations or to Scanco's enforcement or protection of any of its intellectual property rights.

3.   Language. The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language.

10.   **Compliance**

1.   Sanctions and Restricted Territories. At all times during the term of this Agreement and Customer's use of the Software, Customer hereby confirms that: (i) it shall conduct its business in compliance with all sanctions laws, regulations and regimes imposed by relevant authorities, including but not limited to the Office of Foreign Assets Control (OFAC), the United Nations, the United Kingdom and the European Union; (ii) neither it nor any of its Affiliates is named on any "denied persons list" (or equivalent targeted sanctions list) in violation of any such sanctions restrictions, laws, regulations or regimes, nor is Customer or any of its Affiliates owned or controlled by a politically exposed person; and (iii) Customer has and shall maintain appropriate procedures and controls in place to ensure and be able to demonstrate its compliance with this section 10.1. Customer may not permit its users to access or use the Software in violation of any U.S. export or sanctions law or regulation or in any Restricted Territories (as defined below). Such access and/or use is not permitted by Scanco and shall constitute a material breach of this Agreement, and where Scanco is aware of or suspects Customer (or any of its users) to be

accessing, Using, permitting or otherwise facilitating such access and/or use in any Restricted Territory in breach of such laws or regulations, Scanco may immediately suspend Customer's use of the Software to the extent that Scanco considers necessary without prior notice, and Scanco shall promptly notify Customer of such suspension and investigate any potential breach. Customer shall promptly notify Scanco if it has violated, or if a third party alleges that it has violated, this section 10.1. If Scanco has grounds to suspect that Customer is accessing and/or Using the Software in violation of this section 10.1, Customer shall provide Scanco with full cooperation and assistance in respect of such access and/or use of the Software and in respect of Customer's compliance with this section 10.1. Customer shall indemnify Scanco and its Affiliates against any claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) as a result of Customer's (or its users') breach of this section 10.1. As used in this section 10.1, "Restricted Territories" means (a) Cuba, Iran, North Korea, Sudan, Syria and the territory of Crimea / Sevastopol, and (b) any other country or territory that is subject to sanctions by the United Kingdom, the European Union, or the U.S.

11. **Miscellaneous**

1.   Independent Contractors. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.

2.   Notices. Notices required to be sent under this Agreement shall be sent (i) to Customer at the address set forth in its most recent Order Form, (ii) to Scanco at Scanco Software, 1000 N Tamaimi Trail, Nokomis, FL 34275 or

(iii) to such other addresses as either party may provide in writing pursuant to this section. Such notices will be deemed received at such addresses upon the earlier of (a) actual receipt or (b) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested.

3.   Excused Performance; Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by hurricanes, earthquakes, epidemics, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, acts of war, terrorism, acts of governments such as expropriation, condemnation, embargo, changes in laws, and shelter-in-place or similar orders, or other causes beyond the performing party's reasonable control.

4.   Assignment. Scanco may assign this Agreement to an Affiliate upon written notice to Customer. Customer may not assign this Agreement without Scanco's prior written consent. If Scanco (in its discretion) consents to the Assignment, Customer acknowledges that such consent may be conditioned upon the assignee (i) accepting this Agreement in writing; (ii) agreeing to reasonable transfer requirements required by Scanco, (iii) if the assignment is part of a sale of less than all of the Customer's assets, ensuring that Customer does not retain a copy of the Software, or (iv) taking all or any combination of the foregoing actions. Any other purported assignment of this Agreement shall be void.

5.   Conflicts. If there is any conflict between the main body of this Agreement (sections 2 through 12 herein), any Order Form, or any Supplemental License Terms, then the main body of this Agreement will govern.

6.	Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions (including any purchase order, proposal, confirmation, advertising, representation, or other communication) with respect to its subject matter.

7.	Severability. If any provision of this Agreement is found to be void, invalid, or unenforceable, it shall be severed from and shall not affect the remainder of this Agreement, which shall remain valid and enforceable. Any such severed provision shall be replaced with a similar provision which conforms to applicable law and embodies as closely as possible the original intent of the parties.