eMembership Subscription Service Agreement

Winmill will provide Support for eMembership as defined herein.

Included Services

Application Updates

Version and Enhancement Releases. Enhancement Releases include new features being made available to all customers. Version Releases include major updates to the user interface, as well as any scheduled enhancements. Both Version and Enhancement Releases will be deployed to the Customer's test environment, and Customer will have up to 30 days to test and approve, according to Winmill's standard "Production Ready" guidelines. Customers will be notified well in advance of a Version or Enhancement Release, and will be provided with documentation of new features. If necessary, Winmill will provide training for included enhancements. Enhancement Releases are tentatively scheduled semi-annually, and Version Releases are tentatively scheduled bi-annually.

Maintenance Releases. Customer will receive regularly scheduled updates that include software patches, security updates, and minor enhancements. Winmill will generally provide customer with 48-hours advance notice, but a Maintenance Release that includes an emergency security patch may be deployed with less notice.

Defect Repair. Winmill will deploy fixes required to bring eMembership into substantial conformance with the most current scope description available, consistent with any form of Winmill-supplied and Customer-approved documentation such as a Discovery Deliverable, Statement of Work, or other Feature or Scope Description that has been incorporated into a signed Letter of Agreement. Minor defect repairs will be included in Maintenance Releases. Major defect repairs will be posted to Customer's test environment, and Customer will have up to 30 days to test and approve, according to Winmill's standard "Production Ready" guidelines.

Operational Support

Operational Support includes answering questions, provision of additional training, data analysis, and/or data updates.

An eMembership Subscription includes up to 48 hours per year of Operational Support, which is intended to be provided at rate of approximately 4 hours per month. Provision of more than four (4) hours per month is permissible, but subject to scheduling availability. Unused hours do not roll over or accumulate. If Customer's support requests exceed 48 hours over the course of the year, subscription costs for the following year will be adjusted accordingly.

Onboarding and Training

Winmill will provide up to eight (8) hours of eMembership training to facilitate onboarding and system adoption. This training, which is provided in 1-2 hour segments, will take place prior to go-live. Additional training can be provided at any time under Operational Support (see below).

Documentation

An eMembership Subscription includes basic documentation on navigating the system, saving changes, working with tables, using controls, etc., as well as documentation of Enhancement Releases, as described above. Business process documentation is not included; see *Excluded Services,* below.

Document Storage

Each eMembership implementation is allocated 20 GB of storage for documents and uploaded data. Additional space can be provided at a current cost of $100/month/10 GB.

Excluded Services

Additional Modules

Implementation of a new module (i.e. Text Communication, Turf Cutting, Grievances), are individually priced and will be quoted by Winmill upon Customer request.

Custom Development

Custom Development includes the implementation of any change requested by Customer that is not included in *Application Updates* or *Additional Modules,* as described above. This may include modifications to existing functionality, API development, new integrations, etc. Winmill will provide a quote for any Custom Development upon Customer request.

Custom Documentation

As noted above, basic documentation on system navigation is included with an eMembership subscription. Customer-specific documentation, such as business processes, is not included. Winmill will provide a quote for Custom Documentation upon Customer request.

Support Contact

Customer may obtain Support from Winmill by opening a ticket in Winmill's Jira Help Desk System. Additionally, every Customer is assigned at least one Project Manager and one Account Manager who can be reached by phone or email and who can assist with entering or escalating support requests.

Service Level Agreements

Winmill provides 24/7 Application Hosting support, ensuring that eMembership is always available. We also provide eMembership helpdesk support from 9:00 am – 6:00 pm EST. Winmill will use commercially reasonable efforts to adhere to the following targeted response times.

Severity	Definition of Business Impact	Initial Response
CRITICAL	System or application is down and inoperable in a production environment. All work has stopped and the situation is causing a critical impact to the business operations and productivity.	2 hours [1]
HIGH	System or application is severely limited or degraded in a production environment. The situation is causing a significant impact to certain portions of the business and productivity. The system or application interrupted but recovered, high risk of reoccurrence.	8 hours [1]
MEDIUM	Problem encountered in a production environment that has limited impact to business operation and for which there is a workaround.	3 business days
LOW	This includes general questions or nice to have features that do not have a direct impact on business operations. Note that the cap on Operational Support hour applies here.	2 business weeks

[1]   Initial Response time for HIGH and CRITICAL incidents, are expressed in "business hours," based on business operations of 9 am – 6 pm EST, Monday-Friday. That is, Initial Response for a CRITICAL incident logged at 5:45 pm on Tuesday will be provided by 9:45 am Wednesday.

Limitations

Winmill will have no obligation to provide Support for problems caused by or arising out of: (i) modifications or changes to eMembership not performed, directed, or authorized by Winmill; (ii) use of eMembership not in accordance with a Statement of Work; or (iii) use of third-party products that are not authorized in a Statement of Work.

Winmill will ensure that a full assessment of a reported items is done within the stated response times. If limitations apply, Winmill will promptly discuss findings and propose next steps.

Service Level Credits and Exceptions

One "credit" is equal to 3% of the monthly fees for the particular service.

In the event that any of the above Service Level Agreements are not met by Winmill, Customer shall receive one credit towards the following month's charge. Credits will accumulate each day that Winmill does not meet a Service Level Agreement, but Customer shall not receive more than one credit within any 24 hour period.

The total amount credited to Customer in a particular month, including credits for Hosted Services unavailability, shall not exceed 33% of the total monthly fee paid by Customer for such month for the affected services.

Credits are exclusive of any applicable taxes charged to Customer or collected by Winmill and are Customer's sole and exclusive remedy with respect to any failure or deficiency in the availability of the application.

In order to receive a credit, Customer must apply for the credit within thirty (30) days of Winmill's failure to meet a Service Level Agreement.

eMembership Application Hosting Overview

This document describes Winmill's secure hosting environment for eMembership.

Managed Services Support

Winmill provides all managed services necessary to ensure that eMembership servers remain operational and highly available. Recovery from hardware failures, environmental control failures, and application server failures is included at no additional charge.

Security

eMembership authenticates users via multi-factor authentication (MFA).

Winmill utilizes state-of-the-art clustered firewalls as the first line of defense against Internet-based attacks. The clustered configuration provides a high level of up-time and resiliency to failure. If one firewall fails in a cluster, the other firewall automatically takes over in less than 3 seconds.

Our infrastructure is designed to be highly secure, and is managed by our team of certified security engineers. Besides using high-end firewalls, we constantly monitor web traffic, database activity and application activity to proactively prevent unauthorized access. We build security into every level of the application architecture.

Our data center maintains SOC 1 (SSAE18/ ISAE3402), SOC 2, HIPAA, and PCI DSS compliance.

We perform application vulnerability scans on our eMembership system (both dynamic and static code scanning), as well as code reviews. Our cyber security and data center department is overseen by a CISSP and CISA certified Director who works very closely with our software development department; these departments have collectively constructed a secure coding methodology and Secure DevOps infrastructure that ensures security is built into our applications from the ground up. All data is encrypted in transit, and any PII data (including SSN) is encrypted at rest. Although we process credit cards, we use third party processors such as authorize.net or EPN to do so; we do not store credit card numbers in our systems.

Servers

Winmill provides all servers in the hosting facility to run eMembership. Servers are upgraded every 3-4 years at no additional charge. Winmill assumes full responsibility for maintaining server hardware. We provide 24/7 monitoring of the operating system and hardware. We are responsible for all operating system upgrades and patches.

Application Architecture

eMembership is built in Microsoft .NET, runs on a Windows application server and uses a Microsoft SQL server database. Winmill maintains licenses for all requisite operating systems, web servers and database servers.

We apply security patches and hot fixes to the application itself, the .NET framework and the SQL Server database.

Data Backups

Winmill backs up all client files and databases to an electronic vault located in an offsite location. Each night, a backup of the key server data is created and the data vaulting service encrypts and copies the data offsite.

Base Architecture

As part of the base architecture for the eMembership hosting environment, Winmill provides the following:

1. **Redundant Power** – Power is backed up by redundant generators and redundant UPS systems.
2. **Redundant switching** – Redundant gigabit switches prevent a single point of failure in the network architecture.
3. **IP Addresses** – Winmill provides all necessary public and private IP addresses.
4. **Monitoring** – Winmill provides 24/7 automated monitoring of the eMembership servers. Monitoring includes system health, URL availability and bandwidth usage.
5. **Internet Bandwidth** – Winmill provides 1 megabit per second to the Internet from the hosting facility, metered at the 95th percentile. The connection to the Internet is redundant to ensure no single point of failure.
6. **Emergency Contacts** – Winmill provides emergency contact information for use in the case of application problems.
7. **Systems Support** – Winmill, in concert with our facility provider, keeps the hosting facility staffed 24/7 to ensure that client applications are functioning correctly. If there is a problem that causes an application outage, onsite staff will be able to immediate address the issue.
8. **Environment** – Redundant HVAC, and massively redundant high speed peering connection to the Internet backbone.
9. **Physical Security** – 24/7 manned facility. Physical security requiring multiple combinations of swipe cards, fingerprint scanners, facial geometry scanners, locked cages and cabinets.

End User License Agreement

IMPORTANT — READ THIS AGREEMENT CAREFULLY

This end user license agreement ("EULA") is a legal contract between You (either an individual or a single entity) and Winmill Software, Inc. ("Winmill") for the eMembership Software product that Winmill licenses to You. **WINMILL IS WILLING TO LICENSE THE SOFTWARE TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS IN THIS EULA. YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY USING THE SOFTWARE. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON, COMPANY, OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THESE TERMS.**

1. **DEFINITIONS**

   1.1 **Affiliates:** means an entity that is directly or indirectly controlled by or is under common control with such party, where "control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the relevant entity.

   1.2 **Client:** means a Device running, accessing or utilizing, directly or indirectly, the Server Software.

   1.3 **Confidential Information means:** (i) the Software and Documentation; (ii) the technology, ideas, know-how, documentation, processes, algorithms and trade secrets embodied in the Software; (iii) any software keys related to the Software; and (vi) any other information in written or electronic media that is identified as "confidential," "proprietary" or with a similar legend at the time of such disclosure.

   1.4 **Data:** means information about your organization that is stored in the Software (or stored on our servers and accessed *via* the Software), whether loaded by initial data conversion, data entry, subsequent data upload, or any other means.

   1.5 **Device:** means any physical or virtual environment, node, server, computer, or other digital workstation, electronic, cellular, or computing equipment that runs, accesses, or utilizes the services of the Software.

   1.6 **Documentation:** means documentation regarding the Software that is provided or made available to You by Winmill either as prepackaged documentation or as work for hire, either in print or electronic form, and which may include end user manuals, operation instructions, installation guides, release notes, and on-line help files regarding the use of the Software.

   1.7 **Equipment:** means any physical asset, sub-component or grouping thereof.

   1.8 **EULA:** means this end user license agreement.

   1.9 **Feature:** means an add-on functionality and libraries to the Software.

   1.10 **Letter of Agreement:** means the signed agreement related to the use of the Software that is signed by You containing, or referencing, specific information regarding the Scope and License Term.

   1.11 **License Term:** means the duration of the Software license as specified in the Letter of Agreement or other agreement between the parties.

1.12 **License Type:** means, with regard to the Software, a user license, a Server license, a Capacity Based license or a Named Software license. The License Types may be used individually or in combination with other License Types.

1.13 **Production Environment:** is the live computer environment where the Software is being used by You for its intended purpose. Production Environment is not a development, testing or staging environment.

1.14 **Reseller/OEM Product:** means a product into which a system integrator or original equipment manufacturer has integrated the Software.

1.15 **Scope:** is the collection of services that Winmill will provide to You in conjunction with the implementation of Software. Documentation that defines Scope is referenced in a Letter of Agreement.

1.16 **Server:** means any Device that hosts Server Software and can be run, accessed, or used by another Device.

1.17 **Software:** includes any of the following: Winmill's computer software, programs, technology, cloud application, services, firmware and associated media and any updates, upgrades or enhancements thereto, or portions thereof including but not limited to Winmill's eMembership software.

1.18 **Third Party Software**: means third-party software furnished with or as part of the Software.

1.19 **You:** means the purchaser or licensee of the Software and/or the user of the Software.

1.20 **Winmill:** means Winmill Software, Inc., a Nevada corporation, and its Affiliates, having a principal place of business at 420 Lexington Avenue, Suite 455, New York, New York 10170.

2. **GRANT OF LICENSE**

2.1 This EULA grants access to the Software by an unlimited number of Your employees or Your authorized contractors from any location, for the License Term specified in Your initial Letter of Agreement or subsequent renewal Letters of Agreement.

2.2 Subject to Your compliance with all the terms and conditions of this EULA, Your timely payment of any applicable implementation fee, license fee, maintenance and support fee, and/or hosting fee, and Your compliance with the activation process if applicable, Winmill grants You a limited, personal, nontransferable, non-exclusive license during the License Term to use the Software for Your own internal business purposes. You are responsible for ensuring your personnel and authorized contractors comply with all relevant terms of this EULA and any failure to comply will constitute a breach by You. Any use of the Software by authorized contractors shall be solely for Your internal business purposes.

2.3 You are responsible for all telecommunication or Internet connections and associated fees required to access or use the Software, as well as all hardware and software on Your site.

3. **RESTRICTIONS**

3.1 Copy/Design Restrictions:

o You may not reverse assemble, reverse engineer, decompile, translate or create derivative works based on the Software or Documentation. You may not work around or bypass any technical restrictions or limitations in the Software.

o You may not use the Software or Documentation to make Software training materials to be sold, licensed, used, or distributed, except for Your internal use of Documentation copied in its entirety, and screen

captures of Your Software application. You are solely responsible and liable for any such training materials You produce.

3.2 Use Restrictions:

o You may not provide, utilize, or commercially host the Software as an application service provider or the like for other third parties.

o Except as expressly stated herein, You may not sublicense, rent, resell, lease, or transfer the Software without Winmill 's prior written consent.

o You may not use the Software beyond the License Type or License Term You have purchased in your Letter of Agreement.

o You may not use any Confidential Information to contest the validity of any intellectual property of Winmill or its licensors.

3.3 Other Restrictions:

o You may not use any tool, utilities, programming techniques or command lines to provide enhanced interfacing to the Software beyond authorized Winmill available interfaces.

4. NO WARRANTY

4.1 Winmill makes no representation or warranty, express or implied, that the operation of the Software will be uninterrupted or error free, or that the functions contained in the Software will meet or satisfy Your intended use or requirements; You assume complete responsibility for decisions made or actions taken based on information obtained using the Software. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Winmill does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

4.2 WINMILL DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF TITLE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY UNDER THE UNIFORM COMPUTER INFORMATION TRANSACTION ACT. NO ORAL OR WRITTEN INFORMATION, MARKETING OR PROMOTIONAL MATERIALS, OR ADVICE GIVEN BY WINMILL OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTIES.

4.3 THE SOFTWARE MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET OR BE USED IN CONNECTION WITH HARDWARE AND OTHER PRODUCTS THAT ARE CONNECTED TO THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT WINMILL DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (*G.*, HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE YOUR DATA, WEB-SITES, COMPUTERS, OR NETWORKS. WINMILL WILL NOT BE RESPONSIBLE FOR THOSE ACTIVITIES.

4.4 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

5. LIMITATION OF REMEDIES

o Winmill agrees to use reasonable efforts to correct any defects in the Software. If Winmill is unable, through reasonable efforts and after a reasonable period of time, to correct defects in the Software so

that the Software substantially functions as intended, Your sole remedy is to terminate this EULA upon 30 days written notice to Winmill. If the Software defects are not corrected by the 30ᵗʰ day after your notice of termination, your obligations under this EULA will terminate and Winmill will, as it sole obligation to You, refund to you any pre-paid license fees that accrue during the period following termination of this EULA.

6. **SUPPORT SERVICES:**

Winmill shall provide managed services to support Your implementation of the Software, according to the most recent eMembership Hosting Terms or Subscription Terms, which are available on the Winmill website https://www.winmill.com/terms.

7. **INDEMNIFICATION:**

Winmill will pay costs and damages finally awarded in any suit against You to the extent based on a finding that the design of Software licensed hereunder by Winmill infringes any patent, utility model, copyright, or trademark granted or registered in the United States, provided that You: (i) promptly inform Winmill of the alleged infringement in writing; (ii) provide Winmill the exclusive right to defend and settle the suit, at Winmill's expense; and (iii) provide all reasonable information and assistance requested for the defense. Winmill shall have no liability for any infringement that is based upon or arises out of: (a) compliance with Your instructions, specifications, designs or Software modifications required by You; (b) use of Software in Your or a third-party process; (c) combinations with other equipment, software or materials not supplied by Winmill; or (d) if applicable, Your failure to implement any update to the Software furnished by Winmill. In the event any Software is determined or believed by Winmill to infringe the rights of a third party, Winmill may, at its sole option and expense, elect to: (a) modify the Software so that it is non-infringing, (b) replace the Software with non-infringing Software that is functionally equivalent or superior in performance, (c) obtain a license for You to continue to use the Software as provided hereunder, or (d) if none of the foregoing can be achieved despite the reasonable efforts of Winmill, terminate the license for the infringing Software and refund to You the license fees paid by You for such Software during the period that You were unable to use the Software due to such infringement, prorated over sixty (60) months from the date of this EULA on a straight-line basis. The foregoing states the sole and exclusive obligations of Winmill for intellectual property infringement.

8. **LIMITATION OF LIABILITY**

8.1   TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WINMILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION OR DATA, FOR BUSINESS INTERRUPTION, FOR LOST SAVINGS, FOR LOSS OF PRIVACY, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THIS EULA OR THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2   SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

8.3   WINMILL'S MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL CLAIMS AND LIABILITIES, INCLUDING THAT WITH RESPECT TO DIRECT DAMAGES AND OBLIGATIONS UNDER ANY INDEMNITY, WHETHER OR NOT INSURED, WILL NOT EXCEED THE INITIAL IMPLEMENTATION (PER THE ORIGINAL

LETTER OF AGREEMENT) FEES PAID FOR THE SOFTWARE GIVING RISE TO THE CLAIM OR LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.

8.4   ALL OF THE DISCLAIMERS AND LIMITATIONS OF REMEDIES AND/OR LIABILITY THROUGHOUT THIS EULA WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION OF THIS EULA OR ANY OTHER AGREEMENT BETWEEN YOU AND WINMILL AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE.

9.   FEES

9.1   eMembership implementation fees are charged on a one-time basis. These fees cover the license and the customization/configuration of eMembership.

9.2   eMembership subscription fees are charged monthly in advance; see eMembership Subscription Services Agreement, included with this EULA.

> 9.2.1   For customers on eMembership version 4.0 or lower, Winmill may increase subscription fees (formerly known as hosting fees) upon renewal, without restriction.

> 9.2.2   For customers on eMembership version 4.1 or higher, subscription fees shall be capped at 5% annual increases, or the annual CPI increase as of the most recent December 31 (as published by the Bureau of Labor Statistics), whichever is greater.

> 9.2.3   Winmill reserves the right to reevaluate and reset the subscription cost every five years. The initial five year term shall begin on a) for customers who purchase eMembership on or after April 1, 2023, the purchase date; b) for customers who purchased eMembership prior to April 1, 2023, the date of the customer's first monthly subscription renewal after April 1, 2023.

> 9.2.4   Restrictions on rate increases are based on the provision of 48 hours of Operational Support per year, or the otherwise contracted number of hours. Winmill reserves to right to increase subscription fees upon renewal, at its discretion, for clients who require more than their number of contracted of Operations Support hours.

10. TERM AND TERMINATION

10.1   This EULA takes effect upon Your use of the Software in a Production Environment and remains effective until terminated for any reason. This EULA will also automatically terminate if You fail to comply with any term or condition of this EULA. You agree upon termination of this EULA to cease using the Software. This EULA shall terminate after the period of the subscription or Licensed Term has lapsed. Termination of this EULA will automatically terminate all licenses granted herein. The protections in this EULA relating to intellectual property protection, confidentiality, disclaimers, and liability limitations shall survive any termination or expiration of this EULA.

10.2   This Software will cease to operate at the expiration of your License Term or earlier termination of this License.

10.3   Your early termination of this EULA for any reason other than a Winmill breach shall result in immediate payment by you of all remaining licensing fees, support and/or hosting fees, through the end of the full term designated by Your then-active Letter of Agreement. You shall also pay Winmill a *pro rata* amount, based on the percentage of work complete, of any fees associated with in-process enhancements to the Software requested by You.

11. **PREPRODUCTION RELEASES**

11.1   As an accommodation to You, Winmill may provide You with a preproduction release of the Software (often labeled a "beta release" or "preview release"). These releases are for testing purposes and are not suitable for production use.

11.2   Such releases are provided on an "as is" basis, WITHOUT WARRANTIES OF ANY KIND. USE OF BETA RELEASES IS AT YOUR SOLE RISK.

12. **GOVERNMENT RESTRICTED RIGHTS:**

If You are a branch or agency of the United States Government, the following provision applies. The Software and Documentation are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 (JUN 1995) and 227.7202-3 (JUN 1995).

13. **EXPORT CONTROLS:**

The Software and Documentation supplied by Winmill under this EULA are subject to export controls under the laws and regulations of the United States ("U.S.") and any other applicable countries' laws and regulations. You shall comply with such laws and regulations governing export, re-export, import, transfer and use of Winmill Software and Documentation and will obtain all required U.S. and local authorizations, permits, or licenses. You and Winmill each agree to provide the other information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses.

14. **AUDIT:**

You agree that Winmill may audit Your use of the Software for compliance with these terms, upon reasonable notice. You agree to cooperate fully with Winmill and its authorized agents in any such audit to assist in accurately determining Your compliance with the terms and conditions of this EULA. Winmill and its authorized agents will comply with Your reasonable security regulations while on Your premises. In the event that such audit reveals any use of the Software by You other than in full compliance with the terms of this EULA, You shall reimburse Winmill for all reasonable expenses related to such audit in addition to any other liabilities You may incur as a result of such non-compliance.

15. **OWNERSHIP**

15.1   The Software and Documentation are protected by copyright and other intellectual property laws and treaties. Winmill retains the title, copyright, and other intellectual property rights in the Software and Documentation. You do not acquire any rights, express or implied, other than those expressly granted in this EULA. The Software and Documentation are licensed, not sold. Nothing in this EULA constitutes a waiver of our rights under U.S. or international copyright law or any other law.

15.2   You may provide Winmill with suggestions, comments or other feedback with respect to the Software. Feedback is voluntary. Winmill may use feedback for any purpose, including improvement of the Software, without obligation or restriction of any kind. Winmill retains the sole title, copyright, and other intellectual property rights all improvements and enhancements to the Software even is if such

enhancement were based on Your suggestions or feedback. You have no rights in any of the improvements or enhancements to the Software.

15.3   You agree that a material breach of this EULA adversely affecting Winmill 's intellectual property rights may cause irreparable injury to Winmill for which monetary damages would not be an adequate remedy, and Winmill shall be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law.

16. **CONFIDENTIAL INFORMATION:**

You shall not use or disclose any Confidential Information, except as expressly authorized by this EULA, and shall protect all such Confidential Information using the same degree of care which You use with respect to Your own similarly valuable proprietary information, but in no event with safeguards less than a reasonably prudent business would exercise under similar circumstances. You shall take prompt and appropriate action to prevent unauthorized use or disclosure of the Confidential Information.

17. **DATA:**

Your Data in the Software belongs to You. Winmill shall not use it any way other than to support Your use of the Software. You may request a full database extract of your Data from Winmill at no charge twice in any given calendar year; You may request additional extracts of your Data at any time for an additional service fee. Upon termination of this EULA and Your use of the Software, Winmill shall provide to You a complete and current copy of Your Data in database extract form, and shall then delete all copies of Your Data from Winmill systems.

18. **ASSIGNMENT:**

You may not assign this EULA, in whole or in part, without Winmill 's prior written consent. Any attempt to assign this EULA without such consent will be null and void. Subject to the foregoing, this EULA will bind and inure to the benefits of each party's permitted successors and assigns.

19. **GOVERNING LAW:**

This EULA shall be governed by the laws of the State of New York, without regard to any conflict of laws provisions. The United Nations Convention on the International Sale of Goods will not apply. You agree to bring any action in connection with this EULA or the Software exclusively in the state or federal courts of New York, and You further agree to the jurisdiction of the state and federal courts of New York for any action that Winmill brings against You.

20. **THIRD PARTY SOFTWARE:**

The Software may be integrated with third party software which requires You to accept and be bound by notices and/or additional terms and conditions. Winmill does not resell or profit from the use of third-party software; You will be required to contract directly with any such third parties, and accept any terms and conditions as required.

21. **MISCELLANEOUS**

21.1   This EULA, and any amendment or addendum to this EULA that accompanies the Software, is the complete and exclusive agreement between Winmill and You, and supersede all prior agreements, whether written or oral, relating to the Software provided and the Documentation. No additional or different terms in any purchase order or other similar document furnished by You will be binding on

Winmill and all such terms are deemed rejected. This EULA may not be changed or modified except by an instrument in writing signed by a duly authorized representative of Winmill. If for any reason a court of competent jurisdiction finds any provision of this EULA or portion thereof, to be unenforceable, that provision of the EULA shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this EULA shall continue in full force and effect.

21.2   The parties acknowledge that they have required the EULA to be drafted in English. In the event of a conflict between the English and other language versions, the English version will prevail.