SINGLEWIRE TERMS AND CONDITIONS

These Terms and Conditions ("**Terms and Conditions**") are incorporated into this website and into each and every electronic and written document referencing them as if fully stated therein. **ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU OR ON YOUR BEHALF ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS, AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN BY SINGLEWIRE.**

1. IMPORTANT INFORMATION ABOUT THESE TERMS AND CONDITIONS.

These Terms and Conditions are the exclusive terms and conditions under which Singlewire sells or provides to you ("**You**" or "**Customer**"), and You purchase or accept from Singlewire Software, LLC, a Wisconsin limited liability company ("**Singlewire**"), products, including, but not limited to, software licenses, relicenses, subscriptions to online services (e.g., software-as-a-service offerings), and hardware (together, "Products"), or services, including, but not limited to, software maintenance services and installation and consulting services (together, "**Services**"). **YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND SHALL BE DEEMED TO HAVE ACCEPTED THEM BY SIGNING AN ACKNOWLEDGEMENT OF THEM, PLACING AN ORDER FOR PRODUCTS OR SERVICES, ACCEPTING DELIVERY OF A PRODUCT, ACCESSING OR USING A PRODUCT, OR PERMITTING, EXPRESSLY OR IMPLIEDLY, A SERVICE TO COMMENCE.** These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions posted on Singlewire's website (www.singlewire.com/terms) at the time You place an order will govern the order in question. These Terms and Conditions constitute a binding contract between You and Singlewire (together, the "**Parties**" and individually, each a "**Party**").

2. ADDITIONAL TERMS AND DOCUMENTATION.

As used herein, "**Additional Documentation**" means (a) any written or electronic document to which Singlewire and Customer are bound, such as a binding bid, quote or statement of work, or (b) any other electronic or written document manually signed by an officer of Singlewire to which Singlewire and Customer are bound. To the extent applicable, each of the following constitutes Additional Documentation and is incorporated by reference into these Terms and Conditions:

- If Singlewire provides and You purchase software maintenance services, then the additional Software Maintenance Services Terms and Conditions, which can be found by clicking here, shall apply.
- If Singlewire provides and You purchase installation and consulting services, then the Installation and Consulting Services Agreement, which can be found by clicking here, shall apply.
- If Singlewire provides and You purchase a license or subscription for Singlewire's InformaCast Fusion or InformaCast Mobile, then the Subscription Agreement for InformaCast Fusion and InformaCast Mobile SaaS, which can be found by clicking here, shall apply.
- If Singlewire provides and You purchase a license for Singlewire's downloadable InformaCast software, then the Software License Agreement for such InformaCast software, which can be found by clicking here, shall apply.

All Additional Documentation incorporates these Terms and Conditions and constitutes a separate agreement with respect to the Products or Services provided or to be provided thereunder. **In the event of a conflict between any term or condition of any Additional Documentation and these Terms and Conditions, these Terms and Conditions shall control**, except as expressly authorized in an electronic or written document manually signed by an officer of Singlewire that amends these Terms and Conditions by specific reference to these Terms and Conditions. Each such amendment will be applicable only with respect to Products or Services governed by such document and not to future Products or Services.

Customer acknowledges that the extent (if any) to which it is entitled to any upgrades, updates, or fixes to Products will be set forth in Additional Documentation.

3. ORDERS.

Customer may request Products or Services by issuing a purchase order to Singlewire or by using other methods acceptable to Singlewire. Such purchase orders and orders by other methods are not binding on Singlewire until accepted by Singlewire. All orders are subject to Product availability and Services capacity, and Singlewire cannot guarantee that it will be able to fulfill Customer's orders.

4. PRICING INFORMATION.

Subject to these Terms and Conditions, pricing for Products and Services will be as established on Singlewire's website or bids/quotes, subject to any additional terms or conditions contained therein, and if no bid/quote has been provided, as established on Customer's purchase orders or other electronic or written documents acceptable to Singlewire, if and to the extent accepted by Singlewire. Bids/quotes expire after thirty (30) days unless another time period has been specified therein. Except with respect to unexpired bids/quotes and purchase orders previously accepted by Singlewire, Singlewire reserves the right to make changes to pricing, Product or Service offerings, or Product or Service performance at any time. Customer acknowledges that no employee or reseller of Singlewire is authorized to make a fixed or firm bid/quote based on time or material on behalf of Singlewire that is not in an electronic or written document manually signed by an officer of Singlewire that expressly states that the bid/quote is "firm" or "fixed".

5. PAYMENT.

Unless otherwise provided in the bid/quote, invoices are due and payable in full thirty (30) days from the date of the invoice, subject to continuing credit approval by Singlewire. Customer will pay for, and will indemnify and hold Singlewire harmless from, any applicable sales, use, transaction, value-add or VAT, excise or similar or other taxes and any foreign, federal, state or local fees or charges (including, but not limited to, environmental or similar fees) imposed on, in respect of or otherwise associated with Products, Services, these Terms and Conditions or any other Additional Documentation, excluding, however, income taxes on profits that may be levied against Singlewire and employment-related taxes. In the event Customer is exempt from such taxes, fees or charges, Customer shall claim such exemption at the time of purchase and, if requested by Singlewire, provide Singlewire with the necessary supporting documentation. In the event of a payment default, Customer will be responsible for all of Singlewire's costs of collection, including, but not limited to, court costs, filing fees and reasonable attorneys' fees. In addition, if payments are not received as described above, Singlewire reserves the right to suspend Services until payment is received and/or terminate future Services. In addition, with respect to any Products for which applicable license or subscription fees are not paid, Singlewire reserves the right to suspend access to such Products.

6. DELIVERY.

Singlewire will deliver all tangible Products EXW ("**Ex Works**" as defined under Incoterms 2020) at Singlewire's facility or designated warehouse (the "**Delivery Location**"). The Parties acknowledge that tangible Products may be drop-shipped to Customer or a third party specified by Customer. Notwithstanding anything herein to the contrary, title to and all risk of loss or damage to tangible Products (including, without limitation, Hardware) shall pass to Customer upon delivery of such Products by Singlewire or its designated agent to the carrier at the Delivery Location. Unless Customer provides shipping instructions, Singlewire is authorized to make shipping arrangements on Customer's behalf. Customer shall be responsible for all costs and expenses associated with shipment of tangible Products after delivery by Singlewire. Any delivery dates, completion dates or estimates of time or materials provided by Singlewire or purported deadlines contained in any document are estimates only to be used

for Singlewire's planning only. Singlewire will use commercially reasonable efforts to meet such delivery dates, completion dates, or estimates of time but in no event shall Singlewire be liable for any losses or damages associated with Singlewire's inability to meet such dates or estimates.

7. CONFIDENTIAL INFORMATION.

Each Party anticipates that it may be necessary to provide (directly or indirectly) access to information of a confidential nature of such Party or of a third party to the other Party in its performance under these Terms and Conditions or Additional Documentation. As used in these Terms and Conditions, "**Confidential Information**" means any information, material, or data in visual, oral, electronic, or written form that is of a confidential or proprietary nature or that the receiving Party knows or has reason to know is proprietary or confidential, in each case, and which is disclosed (directly or indirectly) by a Party to the other Party in connection with these Terms and Conditions or any Additional Documentation or which the receiving Party may have access to in connection with the same, including, but not limited to Singlewire's Software Information (as defined in Section 9 below), bids/quotes and other pricing information and any and all copies of the foregoing. The foregoing notwithstanding, the term Confidential Information shall not include any information, material or data which the receiving Party can demonstrate by credible evidence: (a) is or hereafter becomes available to the public other than as a result of the receiving Party's violation of any obligation the receiving Party may have to maintain its confidentiality; (b) except in the case of Singlewire's Software Information, was rightfully in the possession of the receiving Party prior to disclosure (directly or indirectly) by the disclosing Party; (c) except in the case of Singlewire's Software Information, becomes available to the receiving Party from a source other than the disclosing Party and such source was under no obligation to the disclosing Party to keep such information confidential; or (d) except in the case of Singlewire's Software Information, was or is independently developed by agents, employees or subcontractors of the receiving Party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing Party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information shall not be evidence that such information is not confidential or proprietary, is not Confidential Information as defined in these Terms and Conditions, or is not protectable.

Each Party agrees that it will protect and hold the other Party's Confidential Information confidential for a period of no less than five (5) years (and, as to trade secrets of each Party, including, but not limited to, Singlewire's Software Information, for such longer time as such information remains a trade secret of the disclosing Party, or would have remained a trade secret but for the unauthorized disclosure by the receiving Party hereunder) following the date of disclosure and to do so in a manner at least as protective as it holds its own Confidential Information of like kind but to use no less than a reasonable degree of care. Except to the extent otherwise required by open records laws applicable if Customer is legally subject thereto, disclosures of the other Party's Confidential Information will be restricted to the following (each referred to as a "**Representative**"): (i) to those individuals who are participating in the performance of these Terms and Conditions or Additional Documentation, in each case, who need to know such Confidential Information for purposes of providing, receiving, or using Products or Services in a way expressly permitted by these Terms and Conditions or Additional Documentation, or (ii) provided such Confidential Information is not Singlewire's Software Information, to its business, legal and financial advisors, each on a confidential basis. Prior to disclosing any of the disclosing Party's Confidential Information to a Representative, the receiving Party shall apprise such Representative of the confidential nature of the disclosing Party's Confidential Information and ensure such Representative is bound by confidentiality and nondisclosure restrictions at least as stringent as this Section 7. In any event, the receiving Party shall be responsible for ensuring its Representatives' compliance with, and shall be liable for any breach by its Representatives of, this Section 7.

Each Party agrees not to use, or permit others to use, directly or indirectly, any Confidential Information of the other Party for any purpose other than the business purposes contemplated by these Terms and Conditions or Additional Documentation and, in the case of Singlewire's Software Information, in any way not expressly permitted by these Terms and Conditions or Additional Documentation. Once a Party no

longer has the express right under these Terms and Conditions or Additional Documentation to use Singlewire's Software Information, and in all other cases at the written request of the disclosing Party, the receiving Party will return and certify the destruction of all copies of the Confidential Information except to the extent otherwise required by open records laws applicable if Customer is legally subject thereto.

If a receiving Party is required by subpoena, discovery request or similar legal process, law (other than open records laws applicable to the extent Customer is legally subject thereto), rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other Party, the receiving Party will give the disclosing Party prompt written notice of such request so that the disclosing Party may seek an appropriate protective order or similar protective measure. If, after providing such notice and assistance as required herein, the receiving Party remains subject to the requirement to disclose the disclosing Party's Confidential Information, the receiving Party (or its Representative or other persons to whom such disclosure requirement is directed) shall disclose no more than that portion of the Confidential Information which, on the advice of receiving Party's legal counsel, such disclosure requirement specifically requires the receiving Party to disclose and shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

Each Party acknowledges that unauthorized disclosure or use of its Confidential Information by the receiving Party may cause irreparable harm and damage to the business of disclosing Party which may be difficult to ascertain and which may not be adequately compensated by damages at law. Therefore, each Party agrees that, in the event of a breach or threatened breach of the terms of this Section 7, the disclosing Party shall be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including, without limitation, injunctive relief and specific performance, as a remedy for such breach. Any such equitable relief shall be in addition to, and not in lieu of, all other remedies available to the disclosing Party whether at law or in equity.

Customer agrees that all software (whether online or downloadable) provided by or through Singlewire and supporting documentation and its and their contents, including, but not limited to, source and object codes, logic and structure, and any and all copies of the foregoing, regardless of the form or media in or on which any of them may exist (all together, "**Software Information**"), form a part of Singlewire's Confidential Information, constitute valuable trade secrets, are the intellectual property and confidential information of Singlewire and any other of their licensor(s) and are protected by United States copyright and intellectual property laws, international treaty provisions, and applicable laws of the country in which such Confidential Information is being used.

8. TITLE.

Title to and all risk of loss or damage to Hardware and other tangible goods constituting Products shall pass from Singlewire to Customer in accordance with Section 6 above. Notwithstanding the foregoing, all right, title, and ownership (including without copyright) in and to software and Software Information, Work Product (as defined below) and supporting documentation (whether in written or electronic form) and all copies thereof remain with Singlewire or the applicable licensor(s) of the same, regardless of the form or media in or on which they may exist, and Customer agrees to protect all of Singlewire's ownership interests therein. Any uses in these Terms and Conditions or Additional Documentation of the terms "sale," "sell," "resell," "resale," "purchase," "price" and the like with respect to software (whether online or downloadable), refer to the purchase or sale of a license to access and use such software pursuant to the terms of these Terms and Conditions or Additional Documentation. When Singlewire is not the licensor or manufacturer of a Product, the only warranties offered are those of the licensor/manufacturer, not Singlewire, and Customer is relying on the licensor's/manufacturer's descriptions and specifications only and not on any statements, specifications, photographs or other depictions representing the Product that may be provided by Singlewire. When Singlewire is the licensor or manufacturer of a Product, the only warranties offered are those contained herein, and Customer is not relying on any descriptions, statements, specifications, photographs or other depictions representing the Product.

9. WORK PRODUCT; THIRD-PARTY INTELLECTUAL PROPERTY.

"**Work Product**" means work product, materials and other deliverables to be provided or created by Singlewire (whether individually or jointly with Customer) in connection with its performance of Services, including, but not limited to, all inventions, discoveries, derivative works, improvements, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs and future upgrades, updates and fixes, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) that are embodied in such work product. Materials, or other deliverables, regardless of the form or media in or on which they may exist. For clarity, Work Product does not include Products. To the extent You acquire any right, title, or interest in or to any Work Product, You hereby assign the same to Singlewire.

Unless otherwise provided in Additional Documentation, Customer's sole rights to Work Product will be a non-transferable, non-exclusive license to Customer to use the same solely for Customer's internal use. The license granted by Singlewire in the preceding sentence shall remain in effect for only as long as Customer has the right to access and use the Product to which such Work Product relates, after which such license shall automatically terminate.

Customer acknowledges that Singlewire may incorporate into Products, software, Work Product or documents supporting either or both intellectual property created by third parties ("**Third-Party Intellectual Property**"), and Customer agrees that its right to use Products containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties. Third-Party Intellectual Property will be identified in the relevant sales order or bid/quote or other terms and conditions provided to Customer in advance.

10. HARDWARE RETURNS.

Singlewire may sell or provide to Customer one of its appliance hardware products for use in connection with its other Products and Services ("**Hardware**").

Customer may return Hardware for a refund within 30 days of the shipment date, subject to the following exceptions and fees. Hardware returns are subject to a 25% restocking fee. Shipping charges are non-refundable. Except in the event of a shipping error, Customer is responsible for the cost of shipping returned Hardware back to Singlewire. Notwithstanding the foregoing, the following Hardware is non-returnable and non-refundable:

- Hardware that has been unpackaged or any packaging seal removed or broken
- Hardware that has been modified, physically damaged, or defaced
- Hardware returned without original retail packaging
- Hardware large volume orders with standard pricing discount

All other Products and Services, including software, are non-returnable and non-refundable.

11. LIMITED WARRANTIES.

Subject to Section 12 below:

Non-Hardware Products, Software, and Documentation: THE PRODUCTS (OTHER THAN HARDWARE), SOFTWARE, AND SUPPORTING DOCUMENTATION ARE PROVIDED BY SINGLEWIRE "AS IS" WITHOUT ANY WARRANTIES WHATSOEVER, AND CUSTOMER IS NOT RELYING ON ANY DESCRIPTIONS, STATEMENTS, SPECIFICATIONS, PHOTOGRAPHS OR OTHER

DEPICTIONS REPRESENTING THE PRODUCTS, SOFTWARE, OR SUPPORTING DOCUMENTATION.

Limited Hardware Warranty: Singlewire warrants to Customer that the Hardware will be free from defects in materials and workmanship for one (1) year from the date of original retail purchase by Customer (the "**Limited Hardware Warranty**"). This Limited Hardware Warranty will apply only if Customer purchased or otherwise obtained the Hardware from Singlewire or its authorized resellers. This Limited Hardware Warranty does not apply to any loss or damage caused by accidents, misuse, neglect, disassembly, alterations, servicing other than by Singlewire, water damage, extreme heat or other environmental conditions, if the serial number has been removed or replaced, or other causes beyond Singlewire's control. In order to obtain warranty service under the Limited Hardware Warranty, Customer must submit a valid claim to Singlewire, during the warranty period, by contacting Singlewire and obtaining a return materials authorization ("**RMA**") number and returning the applicable Hardware to Singlewire within thirty (30) days of Customer's receipt of the RMA number. Customer's sole and exclusive remedy and Singlewire's entire liability with respect to any defective Hardware covered by this Limited Hardware Warranty will be for Singlewire to either repair or replace such defective Hardware; no refunds will be issued. The repaired or replaced Hardware will continue to be subject to the Limited Hardware Warranty for the remaining time of the original warranty period. All returned Hardware for which Customer has received a replacement will become Singlewire's property. THIS PARAGRAPH SETS FORTH SINGLEWIRE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY DEFECTIVE HARDWARE COVERED BY THIS LIMITED HARDWARE WARRANTY.

Limited Services Warranty: Singlewire warrants to Customer that the Services will be performed in a good and workmanlike manner by trained professionals and in accordance with generally accepted industry standards of care and competence (the "**Limited Services Warranty**"). Customer's sole and exclusive remedy and Singlewire's entire liability with respect to this Limited Services Warranty will be for Singlewire to either (a) re-perform or cause to be re-performed, at Singlewire's cost, that portion of the Services not in compliance with this Limited Services Warranty, or (b) refund amounts paid by Customer related to that portion of the Services not in compliance; provided, however, in each case of alleged noncompliance, Customer notifies Singlewire in writing of the alleged noncompliance within five (5) business days of its occurrence. Singlewire shall have the exclusive option to invoke provisions (a) or (b) above, except that if Your notification includes a request to have Singlewire invoke (a) before (b), then Singlewire will engage in commercially reasonable efforts to honor such request. THIS PARAGRAPH SETS FORTH SINGLEWIRE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY DEFECTIVE SERVICES COVERED BY THIS LIMITED SERVICES WARRANTY.

No Variations: Customer acknowledges that no employee or representative of Singlewire is authorized to make any representation or warranty on behalf of Singlewire that is not in these Terms and Conditions or Additional Documentation except in an electronic or written document that is manually signed by an officer of Singlewire which specifically makes other representations or warranties.

12. DISCLAIMER OF ALL OTHER WARRANTIES.

EXCEPT FOR THOSE LIMITED WARRANTIES STATED ABOVE IN SECTION 11 OR THAT MAY BE EXTENDED BY SINGLEWIRE TO CUSTOMER IN ADDITIONAL DOCUMENTATION, SINGLEWIRE HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, RELATING TO PRODUCTS (INCLUDING HARDWARE AND SOFTWARE) AND SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SINGLEWIRE DOES NOT GUARANTEE THAT PRODUCTS, HARDWARE, OR SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. FURTHER, SINGLEWIRE DOES NOT GUARANTEE THE RESULTS TO BE OBTAINED FROM ANY PRODUCTS OR SERVICES. THE DISCLAIMERS AND EXCLUSIONS

STATED IN THIS SECTION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EVEN IF THE EXPRESS WARRANTIES AND EXCLUSIVE REMEDIES SET FORTH IN SECTION 11 ABOVE FAIL OF THEIR ESSENTIAL PURPOSE. ANY WARRANTY THAT APPLICABLE LAW DOES NOT RECOGNIZE AS BEING DISCLAIMED OR WAIVED IS LIMITED TO THE DURATION OF THIRTY (30) DAYS.

13. INDEMNIFICATION.

Singlewire will indemnify, defend, and hold You harmless from and against any third-party claim, suit or proceeding to the extent that Your permitted use of Products sold or licensed under these Terms and Conditions or Additional Documentation infringes any U.S. patent, copyright or other intellectual property right (an "**Indemnified Claim**"). Singlewire's indemnification obligations do not apply to the extent that the Indemnified Claim arises out of: (i) a violation of these Terms and Conditions or Additional Documentation, (ii) use of the Products not for their intended purpose or not in accordance with the relevant supporting documentation; (iii) modifications to the Products made by a party other than Singlewire or without Singlewire's prior written consent; (iv) the failure to follow any reasonable instructions provided by Singlewire that would have avoided any alleged infringement; (iv) improper installation services provided by a party other than Singlewire; (v) use of the Product in combination with other products, equipment, software or data not approved or supplied by Singlewire if the infringement would have been avoided by the use of the Products not so combined; (vi) use of the Products in violation of law; or (vii) any act, omission, or other matter giving rise to Your indemnification of Singlewire under these Terms and Conditions or Additional Documentation. In the event that You are, or in Singlewire's reasonable judgment may be, the subject of an Indemnified Claim, then Singlewire shall, at its option and expense, (a) replace or modify the affected Products so that they become non-infringing, (b) obtain a license for You to continue to use the Products, or (c) terminate Your use of the affected Products. **THIS PARAGRAPH STATES SINGLEWIRE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY INDEMNIFIED CLAIM**.

Singlewire's obligations under the preceding paragraph are conditioned on (a) You notifying Singlewire promptly in writing of an Indemnified Claim, (b) You giving Singlewire sole control of the defense thereof and any related settlement negotiations, and (c) You cooperating with Singlewire in such defense (including, without limitation, by making available to Singlewire all documents and information in Your possession or control that are relevant to the infringement or misappropriation claims, and by making Your personnel available to testify or consult with Singlewire or its attorneys in connection with such defense).

14. LIMITATIONS OF LIABILITY.

This Section 14 applies to the maximum extent permitted by applicable law.

No Consequential or Indirect Damages: UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, SHALL SINGLEWIRE OR ITS SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY UNDER THESE TERMS AND CONDITIONS OR UNDER ANY ADDITIONAL DOCUMENTATION FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SINGLEWIRE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Maximum Liability. IN NO EVENT SHALL SINGLEWIRE'S AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR ANY ADDITIONAL DOCUMENTATION, WHETHER ARISING OUT OF OR RELATING TO BREACH OF

CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL DOLLAR AMOUNT PAID TO SINGLEWIRE BY CUSTOMER FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE SINGLEWIRE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

Exceptions. THE LIMITATIONS SET FORTH IN THIS SECTION 14 SHALL NOT APPLY TO DAMAGES OR LIABILITIES ARISING FROM THE WILLFUL MISCONDUCT OF SINGLEWIRE IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT.

CUSTOMER MAY NOT INSTITUTE ANY ACTION IN ANY FORM (INCLUDING, WITHOUT LIMITATION, LITIGATION OR ARBITRATION PROCEEDINGS) ARISING OUT OF ANY PRODUCT, ANY SERVICES, THESE TERMS AND CONDITIONS OR ADDITIONAL DOCUMENTATION MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

15. FORCE MAJEURE.

No Party will be responsible for and no liability shall result to any Party for any delays which result from any circumstances beyond its reasonable control including, but not limited to, product or service unavailability, systems or Internet congestion or performance, equipment failure, material changes in costs, fire, severe weather conditions, failure of power, labor problems, acts of war or hostilities, terrorism, embargo, action or inaction by Customer, acts of God or acts or laws of any government or agency. In the event of such delay, Singlewire may elect to discontinue provision of Products or Services or to extend the time for performance for a period equal to the time lost by reason of the delay. Any Product or Service delivery dates, completion dates and any other purported deadlines are estimates only.

16. EXPORT REGULATION.

The Products and any related technical data (collectively, "**Controlled Technology**") may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. The Customer shall not, and shall not permit any third parties to, export, re-export or release, directly or indirectly any Controlled Technology to a jurisdiction or country to which the export, re-export or release of any Controlled Technology is prohibited by applicable federal law, regulations or rules. Customer shall comply with all applicable laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting or re-exporting any Controlled Technology.

17. RESELLERS.

If You are a Singlewire authorized reseller (a "**Reseller**"), You hereby agree to be bound by and comply with all of these Terms and Conditions, and any references herein to Customer shall be deemed to refer to and include You.

Notwithstanding anything in these Terms and Conditions to the contrary, with respect to Resellers "**Additional Documentation**" means only (a) any written or electronic document to which Singlewire and Reseller are bound, such as a binding bid, quote or statement of work, or (b) any other electronic or written document manually signed by an officer of Singlewire to which Singlewire and Reseller are bound.

To the extent necessary for your Customer to perform these Terms and Conditions, You are authorized and directed to delegate to Your customer those rights and obligations applicable to You hereunder.

If You are a customer of a Reseller, then certain of Your obligations hereunder may be performed through the Reseller instead of directly to Singlewire, all pursuant to any instructions the Reseller provides to You.

18. GOVERNING LAW; DISPUTE RESOLUTION.

These Terms and Conditions, all Additional Documentation, and any other document in electronic or written form that incorporates these Terms and Conditions will be governed by the laws of the State of Wisconsin, United States, without regard to conflicts of laws rules or principles. The Parties hereby exclude the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended.

If Customer's principal place of business is located in the United States, then all questions or disputes regarding the interpretation, performance, or enforceability of these Term and Conditions, or the rights and remedies of the Parties hereunder, shall be brought exclusively in Dane County, Wisconsin, and each Party consents to the jurisdiction of the federal and state courts located therein, submits to the jurisdiction thereof and waives the right to change venue. Each Party further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding. EACH PARTY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW THE RIGHT TO A TRIAL BY JURY.

If Customer's principal place of business is located outside of the United States, then all questions or disputes regarding the interpretation, performance, or enforceability of these Term and Conditions, or the rights and remedies of the Parties hereunder, shall be resolved by binding arbitration before a single arbitrator, with such arbitration administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules in effect on the date the proceeding is initiated. The arbitrator shall apply the substantive laws of the State of Wisconsin, United States without giving effect to any conflict of laws rules or principles. The arbitration hearing and all related proceedings shall be conducted in Madison, Wisconsin and in the English language. The arbitrator's decision shall be final and non-appealable. Judgment on the award or decision rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall have the authority to settle any controversy, claim or dispute by finding that a Party should be enjoined from certain actions or be compelled to undertake certain actions, and in such event a court of competent jurisdiction may enter an order enjoining and/or compelling such actions as found by the arbitrator. Except to the extent required by applicable law, the Parties agree to keep confidential the nature of the controversy, claims, and dispute submitted to arbitration, all submissions made by the Parties in connection with any arbitration proceeding or hearing, and the content of the arbitration proceedings and hearings.

Notwithstanding anything in this Section 18 to contrary, the Parties expressly agree that a court of competent jurisdiction may enter a temporary restraining order or an order enjoining a breach of this Agreement pending a final award or further decision or order by the arbitrator. Such remedy, however, shall be cumulative and nonexclusive, and shall be in addition to any other remedy to which the Parties may be entitled.

19. MISCELLANEOUS.

These Terms and Conditions, together with all Additional Documentation, contain the entire understanding of the Parties with respect to the matters contained herein and supersede and replace in their entirety any and all other prior and contemporaneous agreements and understandings, whether oral, written, electronic or implied, between the Parties hereto with respect to the subject matter hereof. Customer may issue a purchase order for administrative purposes only (meaning, exclusively for purposes of requesting a quantity or type of Product or Service and for purposes of identifying Customer); terms and conditions contained in any such purchase order which are additional or different to those in these Terms and Conditions will be null and void. No course of prior dealings between the Parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions or any purchase order, invoice or other document in electronic or written form. No provision of these Terms and Conditions or Additional Documentation will be deemed waived, amended or modified by Singlewire unless such waiver, amendment or modification is made by an officer of Singlewire in a manually signed electronic or written document. No valid waiver or consent will be construed as a waiver of or consent to subsequent

acts or failures to act. Any delay or failure by either Party to exercise any right or remedy will not constitute a waiver of that Party to thereafter enforce such rights.

Singlewire may assign or subcontract all or any portion of its rights or obligations under these Terms and Conditions or under any other document in electronic or written form or assign the right to receive payments. Customer may not assign or transfer these Terms and Conditions, Additional Documentation, or any of its rights or obligations herein or therein except to the extent permitted by an officer of Singlewire in a manually signed electronic or written document. Subject to such restriction on assignment, these Terms and Conditions and all other agreements between the Parties will be binding on and inure to the benefit of the Parties hereto and their successors and assigns.

Notices provided under these Terms and Conditions shall be given in writing and deemed received upon the earlier of actual receipt, five (5) days after mailing if mailed by certified mail, return receipt requested, or one (1) day after such notice is sent by overnight courier, provided, however, in each case, confirmation of delivery is obtained. Notices to Singlewire shall be sent to: Legal Department, Singlewire Software, LLC, P.O. Box 46218, Madison, WI 53744-6218, legal@singlewire.com. Notices to Customer shall be sent using contact information located on Customer's purchase order, any other communication from Customer or as Customer may notify Singlewire. Each Party consents to receiving electronic documents, which may be provided via a post to Singlewire's website (in the case of notices to Customer) or email. Each Party consents to using English for all oral, written and electronic communications. Copies of signatures sent via electronic means are the equivalent of written and signed documents.

If any provision of these Terms and Conditions or Additional Documentation is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of these Terms and Conditions or Additional Documentation.

In the event of any termination by You of a binding bid, quote or statement of work, You shall pay Singlewire any termination fee set forth therein in addition to all amounts incurred up to and including the termination date.

The relationship between Singlewire and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture.

The provisions of the Uniform Computer Information Transactions Act ("UCITA") shall not apply.

Revised July 2020

Service Offering for Software Maintenance Services

If a customer ("You" or "Customer") has obtained a software license from Singlewire Software, LLC ("Singlewire"), then the software maintenance services described in this Service Offering for Software Maintenance Services (this "Service Offering") may be available to Customer. To the extent Singlewire accepts Customer's order for such software maintenance services (the "Support Services"), then subject to the provisions found in this Service Offering, and the Singlewire Terms and Conditions document located at www.singlewire.com/terms will provide Support Services. For the avoidance of doubt, in the event that a license from Singlewire to You provides that no Support Services are provided then You shall not be entitled to receive the Service Offering and/or Support Services described herein.

1. CERTAIN DEFINITIONS

1.1 - "Covered Software" means the software and/or supporting documentation (whether in written or electronic form) that is the subject of this Service Offering and for which Customer has obtained a software license from Singlewire.

1.2 – "Perpetual Software" means Covered Software which has been licensed by Customer on a perpetual basis under the applicable software license agreement.

1.3 - "Program Fixes" means software, Work Product and/or supporting documentation designed by or through Singlewire to reduce or remove deviations between any descriptions, statements, specifications, photographs or other illustrations of the Covered Software and its actual operation by Customer ("Deviations"). Program Fixes become part of Covered Software after they have been delivered to Customer hereunder.

1.4 - "Program Updates" means software, Work Product and/or supporting documentation, including, but not limited to, new versions of and/or additions to the Covered Software, designed by or through Singlewire to improve operating performance of the Covered Software without adding to or altering basic functionality. Program Updates become part of Covered Software after they have been delivered to Customer hereunder.

1.5 - "Program Modifications" means software, Work Product and/or supporting documentation, including, but not limited to, new versions of and/or additions to the Covered Software and/or new software modules, designed by or through Singlewire to add to and/or alter the basic functionality of the Covered Software.

1.6 - "Custom Applications of the Covered Software" means Program Modifications and/or other software or products adapted to interact with the Covered Software specifically ordered by Customer. Custom Applications of the Covered Software do not become Covered Software hereunder except to the extent Singlewire accepts Customer's order to have them specifically included.

1.7 - "Required Consents" means consents or approvals required to give Singlewire and its subcontractors and/or agents the right or license to access, use and modify all data and third party products.

1.8 - "Subscription Software" means Covered Software which has been licensed by Customer on a subscription basis under the applicable software license agreement

1.9 - "Support Services Term" means the period of time for which Singlewire will perform Support Services under this Service Offering.

1.10 - "Terms and Conditions" refers to the document entitled Singlewire Terms and Conditions located at www.singlewire.com/terms. As noted above, this Service Offering is and the provision of the Support Services is expressly conditioned upon the Singlewire Terms and Conditions document being incorporated by reference into this document as if fully stated herein.

1.11 - "Work Product", "Confidential Information" and "Software Information" have the meanings ascribed to them in the Singlewire Terms and Conditions document located at www.singlewire.com/terms, and each includes, but is not limited to, the Program Fixes, the Program Updates, the Program Modifications and Custom Applications of the Covered Software.

2. SUPPORT SERVICES

2.1 Subject to Your compliance with the terms and conditions of this Service Offering, during the Support Services Term, Singlewire will provide the following Support Services to Customer, all as more specifically detailed in Schedule A appended to the end of this Service Offering ("Schedule A"):

(a) Program Fixes - Make reasonable efforts to provide Program Fixes for reproducible material Deviations, provided, however, Customer notifies Singlewire in writing specifying with particularity the material Deviation.

(b) Casual Consulting - Provide, subject to limits specified in Schedule A, technical advice and assistance in the interpretation of the supporting documentation and/or guidance on the use of the Covered Software by telephone during normal Singlewire working hours.

(c) Program Updates - Provide any Program Updates generally made available to other customers of Singlewire who also then are receiving software maintenance support services from Singlewire for the Covered Software.

(d) Program Modifications - Provide any Program Modifications generally made available to other customers of Singlewire who also then are receiving software maintenance support services from Singlewire for the Covered Software.

2.2 The following are not Support Services under this Service Offering:

(a) The provision of any Custom Applications of the Covered Software;

(b) Interpretation of the results obtained from the use of the Covered Software;

(c) Assistance with network configuration, management and/or troubleshooting;

(d) Assistance with questions related to computer hardware and/or peripherals that are not directly related to the use of the Covered Software;

(e) Assistance with computer operating system questions not directly pertinent to the Covered Software;

(f) Data debugging and/or correcting;

(g) Services necessitated as a result of any cause other than authorized, ordinary and proper use by Customer of the Covered Software, including, but not limited to, neglect, abuse, unauthorized modification, unauthorized maintenance and/or electrical, fire, water or other damage;

(h) Consulting and/or development services (including script writing) regarding Custom Applications of the Covered Software; and/or

(i) Assistance with policy planning for the implementation of the Covered Software.

2.3 Support Services will be provided remotely during regular Singlewire business hours.

2.4 Response times and escalation procedures are described in Schedule A.

2.5 In addition to the Terms and Conditions, Singlewire's sale and/or provision of Support Services during the Support Term is conditioned upon the following, and any failure on the part of the Customer thereof will be deemed to be a material breach of Singlewire's agreement with Customer:

2.5.1 Customer's installation and continued use of only the then-current version of each item of Covered Software, provided, however, that Customer has a transition period of up to twenty four (24) months from the release of the newer version of such Covered Software to install and begin using the same exclusively.

2.5.2 Customer's cooperation with Singlewire in connection with performance of the Support Services by providing (i) timely responses to Singlewire's inquiries and requests for approvals and authorizations, (ii) controlled and supervised access to any information or materials reasonably requested by Singlewire which are necessary or useful as determined by Singlewire in connection with providing the Support Services, including, but not limited to, remote access to the Covered Software and "Designated Machine" (as identified in the license key provided with the license to the Covered Software), (iii) all Required Consents necessary for Singlewire to provide the Support Services, and (iv) immediate termination of access rights and immediate removal of access during all periods of time for which Singlewire is not actively performing Support Services.

2.5.3 Customer's acknowledgement the Support Services are dependent upon the completeness and accuracy of information provided by Customer and the knowledge and cooperation of the agents, employees and/or subcontractors of Customer engaged or appointed by Customer to work with Singlewire.

3. TERM AND TERMINATION

4.1 Singlewire will provide Support Services in connection with Subscription Software so long as Customer pays the applicable subscription fees and the license remains in effect. No separate fee for Support Services is due from Customer in connection with Subscription Software.

4.2 With respect to Perpetual Software, free Support Services may be provided for an initial Support Services Term specified by Singlewire. If Singlewire accepts Customer's order for Support Services for Perpetual Software following any initial Support Services Term, and subject to Customer's payment of the fees associated with such Support Services, the Support Services Term will be extended one (1) year beyond the expiration of any such initial Support Services Term. Either the initial Support Services Term or any subsequent Support Services Term may earlier expire or be terminated as provided for herein. Singlewire may accept Customer's order for Support Services for additional one (1)-year terms, in which case, the then-current Service Offering will apply. Support Services pricing for renewals shall not deviate from the prior price by more than five percent unless there has been a material modification to the Support Services being delivered or the duration of the Support Services Term.

4.2 Notwithstanding anything herein to the contrary, the Support Services Term will automatically expire upon expiration or termination of the written or electronic license agreement for the Covered Software, and no refund shall be due as a result except to the extent specified in the Terms and Conditions.

4.3 Either party may terminate the Support Services Term without cause upon ninety (90) days' advance notice. If Support Services for Perpetual Software are terminated by Singlewire, Customer will be refunded a prorated portion of the applicable Support Services fee previously paid (to account for pre-paid periods of time for which Support Services will not be provided). If terminated by Customer, no refund shall be due except to the extent specified in the Terms and Conditions.

4.4 Either party may terminate the Support Services Term for Perpetual Software for cause if the other party fails to cure a material default in the time period specified below. Any material default must be specifically identified in a notice of termination. After notice, the notified party will have thirty (30) days to remedy its performance, except that it will only have ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided in this Section 4.4 will give cause for immediate termination, unless such default is incapable of being cured within the time period. If so terminated by Customer, Customer will be refunded a prorated portion of the applicable Support Services fee previously paid (to account for periods of time for which Support Services will not be provided). If terminated by Singlewire, no refund shall be due.

4.5 In the event of any expiration or termination of the Support Services Term, Customer will pay Singlewire for all Support Services up to and including the date of such expiration or termination.

4.6 If Customer discontinues receiving Support Services for Perpetual Software for any reason (including, but not limited to, Customer's termination of the Support Services Term) and if Customer later seeks to re-enroll for such Support Services, Customer will be subject to incremental re-enrollment charges as determined by Singlewire, up to and including the cost of repurchasing software licenses.

5. ACCEPTANCE OF TERMS AND CONDITIONS.

5.1 AS INDICATED ABOVE IN SECTION 1.8, THIS SERVICE OFFERING IS AND THE PROVISION OF THE SUPPORT SERVICES ARE EXPRESSLY CONDITIONED UPON THE SINGLEWIRE TERMS AND CONDITIONS DOCUMENT LOCATED AT WWW.SINGLEWIRE.COM/TERMS. THOSE TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO THIS DOCUMENT AS IF FULLY STATED HEREIN. EXCEPT TO THE EXTENT WAIVED, AMENDED OR MODIFIED BY AN OFFICER OF SINGLEWIRE IN A MANUALLY SIGNED ELECTRONIC OR WRITTEN DOCUMENT, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND SHALL BE DEEMED TO HAVE ACCEPTED THEM BY SIGNING AN ACKNOWLEDGEMENT OF THEM, PLACING AN ORDER, ACCEPTING DELIVERY OF A PRODUCT AND/OR PERMITTING, EXPRESSLY OR IMPLIEDLY, A SERVICE TO COMMENCE.

5.2 ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU OR ON YOUR BEHALF ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS, AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN BY SINGLEWIRE.

Schedule A of Service Offering for Software Maintenance Services: Support

Singlewire's support line is available at any time, 24/7, by calling 608.661.1140. We ask that calls are made by Customer's technical support employees and contractors. Singlewire cannot accept calls from unauthorized Customer contacts (such as end users of the Covered Software). Singlewire support may also be reached during Business Hours by emailing support@singlewire.com.

Upon calling or emailing, your support case will be assigned a ticket number if your support issue is not immediately resolved. Escalation and problem management will be handled according to Singlewire practices. The following guidelines illustrate the response goals and definitions that a Customer can expect when Singlewire is responding to Customer situations.

SEVERITY LEVEL	INITIAL RESPONSE GOAL	RESOLUTION GOAL	DEFINITION / EXAMPLE	RESPONSE
1	Case opened: 30 minutes	4 hours	An existing Software environment is down or there is a critical impact to a Customer's business operation. Example: System is down or notifications / paging are not reaching endpoints or recipients.	Singlewire will commit appropriate resources to address the situation, continuing through to resolution, including outside of Business Hours.
2	Case opened: 1 hour	8 hours	Operation of customer's existing Software environment is experiencing intermittent or degraded service. Example: InformaCast experiencing localized, intermittent or degraded service or response times.	Singlewire will commit appropriate resources to address the situation, continuing through to resolution. During troubleshooting, if the issue is determined to not be related to Covered Software, Singlewire will reclassify to Severity Level 3 and stay engaged as appropriate. Level 2 cases initiated after Business Hours will be addressed the following business day.

Severity Level	Initial Response Goal	Resolution Goal	Definition / Example	Response
3	Case opened: 4 hours	2 business days	Operational performance of Customer's network or environment is impaired, but low impact to business operations and most business operations remain functional. Example: non-InformaCast related issues, including Cases re-classified from Level 1 or 2. Low level, non-business impacting situations.	Singlewire will commit resources during Business Hours to restore service to satisfactory levels.
4	Case opened: 4 hours	5 business days	Customer requires information or assistance on software or service capabilities, installation, or configuration. Example: general information questions	Singlewire will provide resources during Singlewire's Business Hours to provide information or assistance as requested.

Singlewire Business Hours related to Support Services are 7 a.m. to 6 p.m. Central Time. Singlewire answers calls 24 hours a day, seven days a week in order to assist customers experiencing critical situations.

rev July 2016