Master License Agreement

THIS MASTER LICENSE AGREEMENT ("AGREEMENT") IS BY AND BETWEEN ONSPRING TECHNOLOGIES, LLC, A KANSAS LIMITED LIABILITY COMPANY ("ONSPRING") AND FOUR POINTS TECHNOLOGY, LLC (THE "CUSTOMER"). THIS AGREEMENT WILL BECOME EFFECTIVE WHEN ALL THE PARTIES HAVE SIGNED IT. THE DATE THIS AGREEMENT IS SIGNED BY THE LAST PARTY TO SIGN IT (AS INDICATED BY THE DATE STATED UNDER THAT PARTY'S SIGNATURE) WILL BE DEEMED THE EFFECTIVE DATE OF THIS AGREEMENT. THIS AGREEMENT GOVERNS CUSTOMER'S ACQUISITION AND USE OF THE SERVICES (AS DEFINED BELOW), INCLUDING ANY FREE TRIAL SERVICES.

1. DEFINITIONS

"Affiliate" means any entity that, at any given time, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with a party or that party's parent company. The term "control" (including the terms "controlled by," and "under common control with") means having, directly or indirectly, the power to direct or cause the direction of the management and policies of a party, whether through the ownership of voting securities, by contract or otherwise.

"Customer Data" means all electronic data or information submitted by Customer or Users to the Purchased Services.

"Days" means calendar days unless specified otherwise.

"Malicious Code" means viruses, worms, time bombs, Trojan horses, trap doors, clocks, other limiting routines, instructions or designs, or other harmful or malicious codes, files, scripts, agents or programs.

"Non-Onspring Products or Services" means online applications, offline software products and/or related services that are provided by third party entities or individuals that are unrelated to Onspring, and that interoperate with or transfer data to or from the Services.

"Purchased Services" means Services purchased under a Sales Document and excludes services provided pursuant to a free trial (as described in Section 2 herein).

"Sales Document" ("Quote", "Order Form", "Order Confirmation", "Invoice" and/or "Receipt") means the documents for ordering the Services, whether in electronic or paper form, that are entered into between Onspring and Customer, including all attachments and exhibits. Each Sales Document is governed by this Agreement and incorporates the terms of this Agreement therein. If any terms of this Agreement or the Sales Document conflict, the terms of the Agreement will control.

"Services" means the products and services that Customer orders under a free trial or a Sales Document and made available by Onspring online via the Onspring Website at https://www.onspring.com and/or other web pages designated by Onspring, including but not limited to the Onspring Community Website at https://community.onspring.com. "Services" exclude Non-Onspring Products or Services.

"Standard Support" means administrative support provided by Onspring that is offered 7:00 a.m.–5:00 p.m. Central Time. Standard Support is offered via email, phone, and web conferencing. Standard Support provides answers to questions related to the use of the Services, including issue resolution. The Onspring Standard Support team is unable to log into client instances.

"User Guide" means the online user guide for the Services, accessible via login at https://[customer name].onspring.com, as updated from time to time.

"Users" means individuals who are authorized by Customer to use the Services, for each individual a license or subscription to a Service has been ordered, and who has been supplied user identifications and passwords by Customer (or by Onspring at Customer's request). Users may include but are not limited to Customer's employees, consultants, contractors and/or other parties with whom a contractual relationship with the Customer exists.

2. PURCHASED SERVICES

2.1. Provision of Purchased Services. Onspring shall make the Purchased Services available pursuant to this Agreement and the applicable Sales Documents during a license term (as provided in the applicable Sales Document). Customer acknowledges and agrees that purchases are not (i) contingent on the delivery of any future functionality or features, or (ii) dependent on any oral or written public comments made by Onspring regarding future functionality or features.

2.2. User Subscriptions. Unless otherwise specified in the applicable Sales Document, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the current subscription term at the same pricing as that for the current term, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

2.3 Onspring grants Customer, its Affiliates and its Users a worldwide, non-exclusive, royalty-free, non-transferable (except in connection with a permitted assignment of this Agreement), non-sublicenseable right to access and use the Services and the User Guide in accordance with the terms of this Agreement.

3. USE OF THE SERVICES

3.1. Onspring's Responsibilities. Onspring shall (i) provide Standard Support for the Purchased Services to Customer at no additional charge, and (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for (a) planned downtime (of which Onspring shall give at least 8 hours' notice via email to Customer and which Onspring shall schedule, to the extent practicable, during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Central Time), or (b) any unavailability caused by circumstances beyond Onspring's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems, Internet service provider failures or delays, or denial of service attacks. See Exhibit A of this Agreement for additional information regarding Onspring's Service Level Agreement.

3.1.1. Customer Onsite Services. If Onspring performs any Services on Customer's premises, all Onspring workers shall follow Customer's rules and policies made known to Onspring workers.

3.2. Onspring's Protection of Customer Data.

3.2.1. Onspring shall maintain commercially appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data.

3.2.2. Onspring shall not (i) modify Customer Data, (ii) disclose Customer Data except as compelled by law in accordance with Subsection 7.3 or as expressly permitted in writing by Customer, or (iii) access Customer Data except to provide the Services and prevent or address service or technical problems, or at Customer's request in connection with customer support matters.

3.3. Customer Responsibilities. Customer shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the legality of Customer Data and the means by which Customer Data is acquired, (iii) use commercially appropriate administrative, physical, and technical safeguards to prevent unauthorized access to or use of the Services, (iv) notify Onspring promptly of any such unauthorized access or use, and (v) use the Services only in accordance with this Agreement, the User Guide and applicable laws and government regulations. Customer shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to knowingly store or transmit Malicious Code, (e) intentionally interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or its related systems or networks. If it is determined by Onspring that a User is misusing the Services or is otherwise in violation of this Agreement, Onspring will notify Customer of the misuse and will reserve the right to immediately inactivate the related User account(s).

3.4. Usage Limitations. Services may be subject to other limitations, such as, for example, limits on disk storage space or on the number of calls Customer is permitted to make against Onspring's application programming interface. Any such limitations are specified within the Administration Reports page within the Services and within the appropriate Sales Document as provided to Customer. The Services provide real-time information to enable Customer to monitor its compliance with any User count and storage-related limitations. Any issues of non-compliance related to User counts or storage limitations will be provided to Customer. Customer shall then have up to 30 days following the date of notification of non-compliance to rectify any overages, in order to bring usage back into compliance. If not rectified within the 30-day period, Onspring reserves the right to inactivate the Services.

4. NON-ONSPRING PROVIDERS

4.1. Integration with Non-Onspring Products or Services. The Services may contain features designed to interoperate with Non-Onspring Products or Services. To use such features, Customer may be required to obtain access to such Non-Onspring Products or Services from its providers. If the provider of any such Non-Onspring Products or Services ceases to make the Non-Onspring Application available for interoperation with the corresponding Service features on reasonable terms, Onspring may cease providing such Service features without entitling Customer to any refund, credit or other compensation. Any acquisition by Customer of such Non-Onspring Products or Services, and any exchange of data between Customer and any non-Onspring provider, is solely between Customer and the applicable non-Onspring provider. Onspring does not warrant or support Non-Onspring Products or Services.

5. FEES AND PAYMENT FOR PURCHASED SERVICES

5.1. Fees. Customer shall pay all fees to Onspring specified in any applicable Sales Document(s) in United States Dollars (USD). Except as otherwise specified or in a Sales Document, (i) fees are based on Purchased Services and not actual usage, and (ii) payment obligations are non-cancelable and fees paid

are non-refundable. Subscription fees are based on annual periods that begin on the subscription start date and each anniversary thereof. Fees for User subscriptions added in the middle of a subscription term will be charged a prorated amount for the time remaining in the subscription term following any applicable free trial period.

5.2. Invoicing; Flexible Payment Options. Customer will provide Onspring with a valid purchase order. Onspring will invoice Customer in advance and otherwise in accordance with the relevant Sales Document. Unless otherwise stated in the Sales Document, invoiced charges are due net 60 days from Customer's receipt of the invoice. Customer shall have the option, however, to pay early, in which event Customer shall receive a discount off the invoice amount in the amounts shown below, or to delay payment for a period not to exceed ninety (90) days from the date of Customer's receipt of the invoice, subject to Customer's payment of the amounts shown below:

Payment Date	Amount Due
Net 30 or 45	Original invoice amount minus 0.75% for net 45 or minus 1.5% for 30
Net 46 to 60	Original invoice amount

Customer will be deemed to have received an applicable invoice on (i) the first business day after sending by electronic mail or, (ii) the second business day after mailing. Customer is responsible for providing to Onspring complete and accurate billing and contact information and notifying Onspring of any changes to such information. As of the date of this Agreement and until further notice, Customer's billing address is as follows:

Customer Name: Four Points Technology, LLC
Address: 14900 Conference Center Drive, #100
City, State, Postal Code: Chantilly, Virginia 20151
Contact Person: Kris Ford, CFO
E-mail: kford@4points.com

5.3. Form of Payment. Customer shall remit payment for invoiced fees by check, wire, or ACH transfer. In the event Customer desires to pay invoiced charges by credit card, a convenience fee equal to three and one-half percent (3.5%) of the invoiced amount will be added to the amount due.

5.4. Overdue Charges. If any payments for charges are not received by Onspring by the due date as defined in Subsection 5.2, then at Onspring's discretion, (a) Onspring may condition future subscription renewals and Sales Documents on payment terms shorter than those specified in Subsection 5.2.

5.5. Suspension of Service and Acceleration. Without limiting Onspring's other rights and remedies, if any amount owed by Customer under this Agreement or any applicable Sales Document remains outstanding in excess of ninety (90) days following the date of Customer's receipt of the invoice, Onspring may, in its sole discretion, accelerate Customer's unpaid fee obligations so that all fee obligations become immediately due and payable, and/or suspend the Purchased Services until such amounts are paid in full. Onspring will give Customer at least 7 days' prior written notice that its account is overdue before suspending the Purchased Services.

5.6. Taxes. Unless otherwise stated, Onspring's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is solely responsible for paying all applicable Taxes associated with its purchases hereunder. If Onspring has the legal obligation to pay or collect Taxes for which Customer is responsible under this subsection, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Onspring with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Onspring is solely responsible for taxes assessable against it based on Onspring's income, property and employees.

6. PROPRIETARY RIGHTS

6.1. Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, Onspring reserves all rights, title and interest in and to the Services, including all related intellectual property rights. Other than as expressly set forth herein, no rights are granted to Customer.

6.2. Restrictions. Customer shall not (i) permit any third party to access the Services except as permitted herein or in a Sales Document, (ii) create derivate works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than making the Services accessible via Customer's own intranets or otherwise for Customer's own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build or enhance a competitive product or service, or (b) copy any features, functions, graphics or content of the Services.

6.3. Customer-Developed Onspring Applications. If Customer, a third party acting on Customer's behalf, or a User creates their own built-in Onspring application or form as provided by the allowable use of the Services, Customer authorizes Onspring to host, copy, transmit, display and adapt such applications, solely as necessary for Onspring to provide the Services in accordance with this Agreement.

6.4. Customer Data. Subject to the limited rights granted by Customer hereunder, Onspring acquires no right, title or interest from Customer or its licensors under this Agreement in or to Customer Data, including any intellectual property rights therein.

6.5. Ideas. Customer may choose to or Onspring may invite Customer to submit comments or ideas about the Services, including without limitation about how to improve the Services or other products. Onspring shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any comments, suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the operation of the Services or other products offered by Onspring.

6.6 Trademark Usage. Onspring and Customer shall not use one or more of the other party's name, logo, trademarks and trade names, and any facsimile of them, without the written consent of the other party.

7. CONFIDENTIALITY

7.1. During the course of performance of this Agreement, each party may disclose to the other party certain Confidential Information (as defined below). Each party shall, and shall cause each of its respective principals, directors, officers, managers, partners, employees, agents, counsels, subcontractors, Users or other representatives ("Representatives"), to hold the other party's

Confidential Information in confidence and shall use reasonable efforts to protect it using no less than the degree of care it uses in protecting its own similar information. Each party shall, and shall cause each of such party's Representatives to, not disclose the other party's Confidential Information to any third party other than its Representatives, and shall use such Confidential Information for the sole purpose of performing such party's obligations under this Agreement. Each party shall not, and shall cause each of its Representatives to not, copy, change, or create other works from the Confidential Information except as to carry out its obligations of this Agreement. Each party shall be responsible for any breach of this paragraph by any of its Representatives (including, without limitation, Representatives who, subsequent to the first date of disclosure of Confidential Information become former Representatives) or by any other person receiving Confidential Information from or through such party. If a party breaches this Section 7, the non-breaching party may suffer irreparable harm and monetary damages may be an inadequate remedy. The non-breaching party will be entitled to seek temporary, preliminary, and permanent injunctive relief against the breaching party or its Representatives, in addition to other rights and remedies to which it may be entitled at law or in equity. Each party waives any requirement for a bond for any injunctive or other equitable relief.

7.2. For the purposes hereof, "Confidential Information" means any technical data, know-how or other information (either oral, written or digital) provided to either party by the other (including any Representative of the other) or obtained by either party from the other (including any Representative of the other) including, without limitation, that which relates to the organization, marketing strategies, business, finances, know-how, trade secrets, recipes, formulas, technology, advertising plans, distribution information, technical data, inventions (whether or not patentable), processes, designs, drawings, models, software, hardware and operations or past, current or potential customers, advertisers and suppliers of the disclosing party, in tangible or intangible form and whether or not identified as confidential. The term Confidential Information shall not include any information which: (i) is disclosed through no fault of the receiving party; (ii) the receiving party can verifiably demonstrate was in its possession prior to disclosure hereunder; (iii) is subsequently disclosed to the receiving party by a third party having the right to disclose it; (iv) is verifiably independently developed by the receiving party without reference to or the assistance of the disclosing party's Confidential Information; or (v) is approved for release in writing by the owner thereof.

7.3. Either party or its Representatives may disclose the other party's Confidential Information upon the order of any competent court or government agency, provided that, as promptly as practicable after any such order issued and prior to disclosure unless prohibited by applicable law, the party that is subject to such order shall inform the other party of such order and the details thereof and afford the other party the opportunity to seek a protective order or other appropriate relief. The compelled party shall (a) only disclose that portion of the Confidential Information that it is required to disclose, and (b) use reasonable efforts to ensure that the Confidential Information is treated confidentially.

7.4. The confidentiality provisions of this Agreement shall survive termination or expiration of this Agreement forever and shall be binding upon and inure to the benefit of both parties' successors and permitted assigns. This Agreement does not confer any right, license, interest, or title in, to, or under the Confidential Information to the receiving party. Except as described herein, no license is hereby granted to the receiving party, by estoppel or otherwise, under any intellectual property rights of the disclosing party.

7.5. Upon termination or expiration of this Agreement or upon request at any time, each party will return to the other party all tangible copies of the other party's Confidential Information and destroy any notes or other work product containing the other party's Confidential Information and certify such destruction in writing to the other party.

8. WARRANTIES AND DISCLAIMERS

8.1. Onspring Warranties. Onspring warrants that (i) it has validly entered into this Agreement and has the legal authority to do so and it and its employees and subcontractors have proper skill, training, and background to perform Services in a competent and professional manner, (ii) the functionality of the Services will not be materially decreased during a subscription term, (iii) it will not knowingly transmit Malicious Code to Customer, (iv) the Purchased Services do not infringe on any intellectual property or other rights of any third party, and (v) it has full and sufficient rights necessary to grant to Customer any license or rights granted hereunder. Notwithstanding the foregoing Onspring shall not be in breach of this subsection (iii) if Customer or User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Customer's exclusive remedy shall be as provided in Subsections 11.3 and Subsection 11.4.

8.2. Customer Warranties. Customer warrants that (i) it has validly entered into this Agreement and has the legal authority to do so, (ii) Customer Data entered in the Services by Customer or User do not infringe on any intellectual property or other rights of any third party, and (iii) it has full and sufficient rights necessary to grant to Onspring any license or rights granted hereunder.

8.3. DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ONSPRING MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. MUTUAL INDEMNIFICATION

9.1. Indemnification by Onspring. Onspring shall defend Customer against any claim, demand, suit, or proceeding made or brought against Customer solely by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim "), and shall indemnify Customer for any damages, attorney fees and costs finally awarded against Customer as a result of a Claim, and for amounts paid by Customer under a court- approved settlement of, a Claim; provided, that Customer (a) promptly provides Onspring written notice of the Claim (provided that Onspring shall not agree to any financial or performance commitments on behalf of Customer in settlement of any Claim without Customer's express written consent); (b) provides Onspring with sole control of the defense and settlement of the Claim; and (c) provide Onspring all reasonable assistance, at Onspring's expense. In the event of a Claim, or if Onspring reasonably believes the Services may infringe or misappropriate, Onspring may, in its sole discretion, and at no cost to Customer (i) modify the Services so that they no longer infringe or misappropriate the third party's intellectual property, (ii) obtain a license for Customer to continue using the Services in accordance with this Agreement, or (iii) terminate Customer's User subscriptions for such Services upon 30 days' written notice and refund to Customer any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

9.2. Indemnification by Customer. Customer shall defend Onspring against any claim, demand, suit or proceeding made or brought against Onspring by a third party alleging that Customer Data, or Customer's misuse of the Services breaches this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (an "Onspring Claim"), and shall indemnify Onspring for any damages, attorney fees and costs finally awarded against Onspring as a result of an Onspring Claim, and for any amounts paid by Onspring under a court-approved settlement of, an Onspring Claim; provided that Onspring (a) promptly provides Customer written notice of the Onspring Claim; (b) provides Customer with sole control of the defense and settlement of the Onspring Claim (provided that Customer may not settle any Onspring Claim unless the settlement unconditionally releases Onspring of all liability); and (c) provides to Customer all reasonable assistance, at Customer's expense.

9.3. Exclusive Remedy. This Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

10. LIMITATION OF LIABILITY

10.1. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO ANY CLAIM OF INDEMNIFICATION UNDER SECTION 9 OR BREACH OF CONFIDENTIALITY UNDER SECTION 7, ONSPRING'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER IN THE 12 MONTHS PRECEDING THE INCIDENT.

10.2. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. TERM AND TERMINATION

11.1. Term of Agreement. This Agreement commences on the Effective Date and continues until all User subscriptions granted in accordance with this Agreement or applicable Sales Document have expired or been terminated. If Customer elects to use the Services for a free trial period and does not purchase a subscription before the end of that period, this Agreement will terminate at the end of the free trial period.

11.2. Term of Purchased User Subscriptions. User subscriptions purchased by Customer commence on the start date specified in the applicable Sales Document and continue for the subscription term specified therein.. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless Onspring has provided Customer written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

11.3. Termination for Cause. Either party may terminate this Agreement for cause: (i) upon 30 days' written notice to the other party of a material breach, if such breach remains uncured at the expiration

of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.4. Refund or Payment upon Termination. Upon any termination for cause by Customer, Onspring shall refund any fees prepaid by Customer covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Onspring, Customer shall pay any unpaid fees covering the remainder of the term of all Sales Documents after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Onspring for the period prior to the effective date of termination.

11.5. Customer Data Retrieval. For a period of fourteen (14) days after the effective date of termination of a Purchased Services subscription ("Data Retrieval Period"), Onspring will continue to make the Purchased Services available to Customer at no additional cost, in order to provide Customer the opportunity to export and download any desired Customer Data. After such 14-day period, Onspring shall have no obligation to maintain or provide any Customer Data and shall within ninety (90) days thereafter, unless legally prohibited, delete all Customer Data in the Services or any Onspring systems. All provisions of this Agreement shall remain in full force and effect during the Data Retrieval Period.

11.6. Surviving Provisions. Sections 5, 6, 7, 8.3, 9, 10, 11.4, 11.5, 11.6, 12, 13, and 14, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, shall survive any termination or expiration of this Agreement.

12. NOTICES.

12.1. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to Customer shall be addressed to the relevant billing contact designated by Customer. Legal notices shall be addressed to:

Onspring Technologies, LLC
Attn: Legal Department
10801 Mastin Street
Suite 400
Overland Park, KS 66210
Phone: +1 913-601-4900
Fax: +1 913-324-5417
Email: legal@onspring.com

Four Points Technology, LLC
14900 Conference Center Drive, Suite 100
Chantilly, VA 20151
Phone: (703) 657-6100
Fax: (703) 657-6135
Email: contracts@4points.com

13. GOVERNING LAW; DISPUTES; ARBITRATION; JURISDICTION

13.1. Governing Law. This Agreement shall be construed, interpreted, and the rights of the parties determined, in accordance with the laws of the State of Delaware without regard to the conflict of law principles thereof.

13.2. Informal Dispute Resolution. At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to this Agreement (the "Dispute") through the informal means described in this Subsection 13.2. Each party will appoint a senior management representative as necessary. The representatives will furnish to each other all non-privileged information with respect to the Dispute that the parties believe to be appropriate and germane. The representatives will use commercially reasonable efforts to resolve the Dispute without the necessity of any formal proceeding. Formal proceedings for the resolution of the Dispute as set forth in Section 13 may not be commenced until the earlier of: (i) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) 30 days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

13.3. Arbitration. Either Customer or Onspring may require any Dispute to be arbitrated and may do so before or after a lawsuit has been started over the Dispute or with respect to other Disputes or counterclaims brought later in the lawsuit. Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. ANY ARBITRATION UNDER THIS AGREEMENT ONLY WILL BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED, AND CUSTOMER IS WAIVING ITS RIGHTS TO HAVE ITS CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS ACTION AGAINST ONSPRING. If any provision of this arbitration provision is found unenforceable, the unenforceable clause shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration). All Disputes shall be resolved finally and exclusively by binding individual arbitration with a single arbitrator, mutually agreed upon by the parties, and administered by the American Arbitration Association (www.adr.org) or JAMS (www.jamsadr.org) according to this provision and the applicable arbitration rules for that forum. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. Each party shall be responsible for its portion of any and all arbitration fees. If either party prevails on any claim for which it is legally entitled to attorney's fees, the party may request that the arbitrator award such fees. For purposes of this arbitration provision, references to each party also include its respective subsidiaries, Affiliates, agents, employees, Representatives, predecessors, successors and assigns as well as authorized users or beneficiaries of the Services. The parties further agree that any arbitration proceeding shall take place in New Castle County, Delaware.

13.4. Jurisdiction and Venue. The parties submit to the personal jurisdiction of the state and federal courts located in New Castle County, Delaware and these courts will have exclusive jurisdiction over, and shall be the exclusive venues for, any judicial proceedings arising out of or related to this Agreement.

13.5. Waiver of Jury Trial; Waiver of Class Action. Each party hereby waives any right to a jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. Each

party also waives any right to pursue or participate in a class action against the other party which arises out of or is related to this Agreement, and shall not be a class representative or member of any such class.

13.6 Limitation on Time to Initiate a Dispute. Unless otherwise required by law, an action or proceeding by a party relating to any Dispute must commence within one year after the cause of action accrues.

14. GENERAL PROVISIONS

14.1. Export Compliance. The Services, other technology Onspring makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Users to access or use Services in a U.S.-embargoed country (currently Crimea – Region of Ukraine, Burma (Myanmar), Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

14.2. Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of the other party's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If a party learns of any violation of the above restriction, that party will use reasonable efforts to promptly notify the other party's legal department.

14.3. Customer Security Assessments. In connection with any security assessment performed by Customer or a third party on behalf of Customer, Onspring will provide to Customer at Customer's request, at no additional charge, copies of any security-related certifications received by Onspring and updates to any Onspring-maintained questionnaires or surveys (which may include, without limitation, Onspring Policies and Standards documents, BC/DR testing results, the most recent internal and/or third-party assessments, Cloud Security Alliance Questionnaire, and other regularly maintained security documents that Onspring develops in the future for external use). Onspring reserves the right to charge Customer fees assessed on an hourly basis for Onspring staff time that is required to respond to any questionnaires or surveys submitted to Onspring by Customer or a third party on behalf of Customer. Customer shall pay any such fees invoiced by Onspring within sixty (60) days of Customer's receipt of the invoice.

14.4. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Neither party shall have any right or authority to act on behalf of or incur any obligation for the other party.

14.5. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

14.6. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

14.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

14.8 Collection Fees. Customer shall pay on demand all of Onspring's reasonable collection fees and other costs incurred by it to collect any fees or charges due it under this Agreement following Customer's breach of Section 5.

14.9 Force Majeure. Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party, but excluding economic hardship. The parties agree to use reasonable efforts to mitigate the effect of a force majeure event. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Customer's payment obligations under this Agreement.

14.10 Assignment. Neither party may assign any of its rights under this Agreement or any Sales Document without the prior written consent of the other party, except that Customer may assign this Agreement, any Sales Document hereunder or both to (a) any purchaser of all of the stock or substantially all of the assets of Customer, or (b) any Affiliate upon notice to Onspring without the consent of Onspring.

14.11 Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Sales Documents, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any written modification or amendment hereto which is later in time, the terms of the modification or amendment shall prevail. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Sales Document, the terms of this Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer's purchase order or other order documentation shall be incorporated into or form any part of this Agreement, unless accepted in writing by Onspring, and all such terms or conditions shall be null and void.

15. INSURANCE

15.1 Insurance Coverage. Onspring shall, at its own expense, get and keep the following insurance coverage on an occurrence basis:

(a) workers' compensation in amounts required by law and employer liability insurance with a limit of $1,000,000;

(b) commercial general liability insurance with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate;

(c) automobile liability insurance (non-owned and hired vehicles only) with a combined single minimum limit of $1,000,000 each accident for bodily injury and property damage;

(d) umbrella insurance with minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate;

(e) technology and professional services liability, network security and privacy liability, regulatory proceedings, fines and penalties, and media liability expenses with minimum limits of $5,000,000 per occurrence and $5,000,000 aggregate;

(f) crime insurance with minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate;

(g) employment practices liability insurance with minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate.

15.2 Additional Insured. Upon written request by Customer, Onspring shall name Customer as an additional insured to Onspring's commercial general liability policy, and Onspring shall give Customer a certificate showing compliance with these insurance requirements on signing this Agreement. The provision of certificates of insurance or purchase of insurance does not release Onspring of its obligations or liabilities under this Agreement.

16. Signatures. IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have signed this Agreement as of the dates listed below.

Onspring Technologies, LLC

By: DocuSigned by:
(signature) *Chad Kreimendahl*
8F29A48613944EA...

Printed Name: Chad Kreimendahl

Title: Founder | CEO

Date: 06/15/2023 | 10:14 CDT

Four Points Technology, LLC

By:
(signature)

Printed Name: Joel Lipkin

Title: Chief Operating Officer

Date: 6/14/2023

Exhibit A

Onspring Service Level Agreement (SLA)

Onspring's policy is to respond to all Onspring service issues within 24 hours. Service issues are assigned a priority number as follows, based on the nature of the issue:

P1 – Critical

- A critical issue occurring on a production system, preventing business operations. A large number of users are prevented from working with no procedural workaround.

- Initial contact: < 1 hour

- Status update: < 1 hour

- Management Escalation: Immediate

P2 – Major

- The Onspring service can be accessed by the end-user; however, one or more significant features are unavailable, such as the ability to search or properly navigate through the system. A large number of users are impacted by the issue, but they are still able to work in a limited capacity.

- Initial contact: < 2 hours

- Status update: < 4 hours

- Management Escalation: 12 hours

P-3 – Low

- An issue causing partial or non-critical loss of functionality on a production system. A small number of users are affected or an acceptable workaround is available.

- Initial contact: < 4 hours

- Status update: < 8 hours

- Management Escalation: 24 hours