



MAXVIEW SOFTWARE LICENSE AGREEMENT

This Software License Agreement (“SLA” or “Addendum”) identifies the software licensing terms between the Buyer (“Customer”) and DataPath, Inc. (“DataPath”), a Georgia corporation having its principal place of business at 2205 Northmont Parkway, Suite 100, Duluth, GA 30096. This Addendum shall be incorporated in the terms and conditions of the Buyer’s contract or purchase order (“Contract”). All terms contained herein and not otherwise defined shall have the meanings ascribed in the Agreement.

1. Software Acceptance. “Software” means the object code version of the computer programs licensed under this Addendum. Software does not include upgrades, modifications, or elements of those programs made available by DataPath unless Customer executes a DataPath’s Maintenance Agreement. After DataPath has delivered the Software, Customer shall conduct such further inspection and testing as it deems necessary or appropriate to determine whether any defect exists. Customer must notify DataPath in writing of any defect within twenty (20) days of receipt of the Software from DataPath. Failure to give such notice will constitute an unqualified acceptance of the Software and Hardware. The occurrence of the conditions set forth in this paragraph shall constitute “Acceptance” of the Software.

2. License Grant. Subject to the restrictions and limitations of this Addendum and to payment of applicable fees, DataPath hereby grants to Customer a perpetual, non-exclusive worldwide, fully paid, non-transferrable, royalty free, irrevocable license (without the right to sublicense) license to:

- (a) install and use the Software in accordance with the terms of any applicable statement of work; and
- (b) use the Documentation in support of Customer’s authorized use of the Software.

“Documentation” means the user and operating documentation relating to the Software as provided by DataPath to Customer.

3. Term. The Term of this Addendum shall commence on the date the Contract accepted by DataPath (the “Effective Date”).

4. Restrictions. Customer understands that the Software is a proprietary product of DataPath that contains trade secrets and is protected by copyright law. Customer agrees not to (a) cause or permit the reverse engineering, decrypting, disassembly or de-compilation or otherwise attempt to derive the source code of the Software; (b) modify, translate, or create derivative works of the Software; (c) sublicense, resell, rent, lease, distribute, market, commercialize, or otherwise transfer rights or usage to the Licensed Software (except as expressly permitted under this Agreement); (d) remove, modify, or obscure any copyright notices or other proprietary notices or legends appearing on or in the Software, or any portion thereof; (e) transfer, use, or export the Software in violation of any applicable laws, rules, or regulations of any government or governmental agency; (f) use the Software or any system services accessed through the Software to disrupt, disable, or otherwise harm the operations, software, hardware, equipment, and/or systems of a business, institution, or other entity, including, without limitation, exposing the business, institution, or other entity to any computer virus, trojan horse, or other harmful, disruptive, or unauthorized component; or (g) embed the Software in any third-party applications, unless otherwise authorized in writing in advance by an authorized representative of DataPath.

Except as may be permitted in any applicable statement of work, Customer may not copy the Software except as necessary for backup, test, and disaster recovery purposes. Customer agrees to reproduce DataPath’ copyright and all other proprietary notices on any such copies. This Addendum does not provide Customer with title or ownership of the Software, but only a right of limited use. Subject to the license granted hereunder, DataPath retains sole and exclusive ownership of all right, title, and interest in and to the Software, and any modifications, enhancements and derivatives, and all copies thereof.

5. Change Order. Customer acknowledges that any modifications to a statement of work,

including changes to the deliverables or project timeline, after the date the parties reach agreement on terms and conditions, shall constitute a change order. All change orders will be incorporated into and made a part of this Addendum. For the avoidance of doubt, “Changes” shall encompass corrections, updates, upgrades, translations, additions, and modifications to the Software and Documentation, and any other new or additional works based in whole or part on the Software and Documentation. If the actions of the Customer result in lost time and delays in providing the products and services, DataPath may charge Customer at the stated time and material rate at a minimum of eight hour increments. Any agreed upon delivery date will also be adjusted accordingly.

6. Scope of Software Maintenance. If Customer contracts for maintenance services, DataPath shall provide the maintenance and support services set forth in a separately executed maintenance agreement. DataPath form of maintenance support is available upon request.

7. Software Warranty. DataPath warrants for ninety (90) days following Acceptance, that the Software will function substantially in accordance with the Documentation accompanying the Software. DataPath does not warrant that the Software will be error free in all circumstances. . For the avoidance of doubt, “Error” means the Software does not function substantially in accordance with the Documentation. As Customer’s exclusive remedy for any breach of this warranty, DataPath will use commercially reasonable efforts to Fix reported Errors. “Fix” means the repair or replacement of binary or executable code versions of the Software to remedy an Error. DataPath shall not be responsible for (a) Errors not reported by Customer, (b) Errors caused by misuse or abuse of the Software, (c) Errors caused by use of the Software with hardware or software other than that approved by DataPath for use with the Software, or (d) changes made other than by or with the express written authority of DataPath. Following the ninety (90) day warranty, Customer’s recourse for failure and malfunctions of the Software shall be limited to the services and remedies provided under any software maintenance agreement then in effect. This warranty relating to the Software shall be deemed null and void in the case of any modification to the Software made by any party other than DataPath.

7.1 Warranty Claims. To claim a breach of this warranty, Customer must, during the warranty period, notify DataPath in writing of the Error or Errors that Customer has encountered and provide DataPath with all the information Customer has, in written or electronic form, about those Errors, so that DataPath can attempt to reproduce, diagnose, and correct the Errors.

7.2 Exclusive Remedy. Your exclusive remedy for any breach of this warranty is that DataPath will use commercially reasonable efforts to (at its option) correct the Errors Customer has reported or provide a replacement product that does not contain these Errors.

7.3. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, DataPath PROVIDES THE SOFTWARE “AS IS” AND MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS ADDENDUM OR ANY OTHER COMMUNICATION. DataPath SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

7.4. CERTAIN LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATION OF CERTAIN TYPES OF WARRANTIES, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO CUSTOMER, BUT IN SUCH A CASE THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THE ABOVE ARTICLE 7 SHALL BE APPLIED TO THE GREATEST EXTENT ENFORCEABLE UNDER APPLICABLE LAW.

8 Title to Software, Manuals and Documentation. All user manuals, Documentation, and Software products supplied by DataPath and not identified as third party works are (i) copyrighted works protected by copyright laws, treaties, and conventions of the United States and (ii) contain trade secrets and Confidential Information of DataPath protected under applicable law of the United States. DataPath retains all right, title, and interest in and to all such products, and all

copyright, trade secret, patent, and other intellectual property rights contained therein, subject only to the limited license granted to Customer in this Addendum. DataPath shall also exclusively own all changes, modifications, and additions to all such products, whether made by or on behalf of DataPath, Customer, or their employees, agents or otherwise. Customer agrees to take such further action and execute such further documentation as DataPath may reasonably request to give effect to this subsection. DataPath may freely use and disseminate any feedback that Customer provides. Customer agrees not to claim that DataPath owes you any compensation for its use or dissemination of such feedback.

9. U.S. Government End Users. The Software is a "commercial item," as that term is defined in 48 C.F.R. 12.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government end users acquire the Software with only those rights set forth herein.

10. Audit. DataPath shall have the right, with reasonable written notice to Customer, to audit Customer's use of the Software no more than once each calendar year to assure compliance with the terms and conditions of this SLA during its term and two (2) years after the expiration or termination of this SLA. Customer will provide DataPath with reasonable access to the relevant records and facilities for the Software. In the event that any such audit reveals an underpayment by Customer of more than ten percent (10%) of the license fees due to DataPath in the period being audited, or that Customer has breached any term of this Agreement, which includes the "DataPath General Terms and Conditions of Sale" or "DataPath International Terms and Conditions of Sale" and "Maxview Maintenance Agreement" and their exhibits and schedules, as applicable ("Agreement"), then, in addition to any other rights and remedies DataPath may have, Customer will promptly pay to DataPath any underpayments based on DataPath's price list in effect at the time the audit is completed plus the full cost of the audit. In the event that any such audit reveals that Customer has exceeded the volume or the scope of your license grant during the period audited by ten percent (10%) or less, Customer will promptly pay DataPath any underpayments based on DataPath's price list in effect at the time the audit is completed. This Section 10 shall survive the expiration or termination of this Agreement for a period of three (3) years.

11. LIMITATION OF LIABILITY FOR SOFTWARE. FOR EACH PRODUCT OR SERVICE THAT CUSTOMER LICENSES OR PURCHASES FROM DATAPATH UNDER THIS AGREEMENT, DATAPATH'S TOTAL, CUMULATIVE LIABILITY TO CUSTOMER IS LIMITED TO THE AMOUNT OF FEES CUSTOMER PAID FOR THAT PRODUCT OR SERVICE (REGARDLESS OF THE NATURE OF THE LIABILITY OR THE NATURE OR NUMBER OF CLAIMS GIVING RISE TO THE LIABILITY). DATAPATH WILL NOT, UNDER ANY CIRCUMSTANCES OR ANY THEORY OF LIABILITY, BE LIABLE TO YOU FOR ANY LOST PROFITS, LOSS OF DATA, OR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM THIS AGREEMENT OR THE PRODUCTS AND SERVICES PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. THE LIMITATIONS OF LIABILITY IN THIS SECTION ARE A FUNDAMENTAL PART OF THIS AGREEMENT AND ENABLE DATAPATH TO PROVIDE PRODUCTS AND SERVICES TO YOU AT COMPETITIVE PRICES. THESE LIMITATIONS OF LIABILITY ARE INTENDED TO APPLY EVEN IF AN EXCLUSIVE REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

12. License Termination. DataPath may terminate this license upon notice for failure to comply with any of terms set forth in this Addendum. Upon termination, Customer is obligated to cease its use of the Software and destroy the software immediately, including all copies and modifications.