

SOFTWARE LICENSE AND SERVICE LEVEL AGREEMENT

This Software License Agreement (“License”) is made effective as of the date of first use, acceptance online, or upon the execution of an order or signed agreement, whichever occurs earliest (the “Effective Date”), by and between **enLabel Global Services, Inc.**, a Delaware Corporation located at **300 Commercial Street, Boston, MA 02109** (the “Licensor”), and the **User** who downloads, accesses, or utilizes the software in any capacity (the “Client” or “Licensee”). Together with any executed **Software Licensing Orders (“SLO”)**, this License sets forth the terms and conditions under which Licensor provides Client access to the **e-Draw software product** (the “Software”) and any associated services and support (collectively, the “License Services”). This Agreement, alongside any applicable SLO, constitutes the complete and exclusive agreement of Licensor and Licensee regarding rights, responsibilities, and obligations.

1.0 Definitions

For the purposes of this License, the following definitions shall apply.

- (a) “Acceptance Date” shall mean the date on which the Client either completes the online registration process, downloads the Software, or otherwise accesses the Software or License Services provided by the Licensor.
- (b) “Client” shall refer to the entity identified as such in the Software Licensing Order (“SLO”) or any entity that has electronically signed or otherwise accepted this Agreement.
- (c) “Client Data” shall mean the text, data, images, sounds, photographs, illustrations, graphics, programs, templates, labels, and other materials and information provided by Client to for use within the Software.
- (c) “Configuration” shall mean changes, additions, improvements made to Software which affect the behavior and the presentation of the Software to meet Client requirements accomplished by using the built-in capabilities of the Software.
- (d) “Customization” shall mean the design, development and incorporation of additions, changes, improvements to existing Software and addition of programs to the existing collection of programs within the Software uniquely created for the Client which shall not become part of the Software.
- (e) “Documentation” shall mean all materials licensed by to Client (as set forth in Section 2 hereof), with the exception of the Software, including any and all operator's and user's manuals, training materials, guides, listings, statements of work, planning session materials, blueprinting materials, user requirement specifications, software design specifications, verification and validation materials, surveys, templates and questionnaires, as well as other materials for use in conjunction with the configuration, deployment and/or the use of the Software.
- (f) “Enhancements” shall mean the design, development, and incorporation of new requirements, which shall then become part of the Software.
- (g) “Export Laws” shall have the meaning ascribed to it in Section 7.
- (h) “Extensions” shall mean the design, development, and incorporation of new computer programs to the collection of programs within the existing Software to meet Client and market requirements, which shall then become part of the Software.
- (i) “Hardware” shall mean the computer and related equipment on which the Software, as hereinafter

defined, is to be used and operated.

(j) “License Services” shall mean services Hosting, Maintenance, Support, and any other services set forth herein.

(k) “Consulting Services Agreement” (CSA) shall mean the consulting services agreement, dated on or before the date hereof, by and between the and the Licensee for services other than License Services.

(l) “Seat” shall mean a unique installation or right to use of a module and/or component of the Software on a specific piece of Hardware and by a specific named User.

(m) “Sites” shall refer to the designated Client locations where the Software will be installed, operated, or otherwise utilized, as specified in the Software Licensing Order (“SLO”)

(n) “Software” shall refer to the e-Draw software program licensed by the Licensor to the Client, as specified in Section 2 of this Agreement. The Software includes Licensor’s proprietary modules, components, and functionalities, as well as integrated third-party open-source elements that are licensed under their respective terms. The Client’s use of the Software, encompassing both proprietary and open-source components, is governed by the provisions of this License Agreement. The Client acknowledges that all proprietary aspects of the Software, including any modifications, enhancements, or customizations developed by the Licensor, remain the exclusive property of the Licensor. Any open-source components embedded within the Software are provided to the Client in compliance with their respective original licenses, which may impose specific requirements regarding attribution, source code access, or limitations on modifications. The Software is designed to perform the functions and adhere to the Specifications outlined in Exhibit I, attached hereto.

(o) “Software License Order” (SLO) shall mean and refers to any subscription, online order, or executed order for the e-Draw software.

(p) “Specifications” shall refer to the descriptions outlining the functions and operational requirements of the Software, as generally provided in the system configuration specifications section within the Documentation.

(r) “Third Party Materials” shall have the meaning ascribed to it in Section 2.2.

(r) “User” shall mean any named person or account authorized by this Agreement to use and/or operate the Software.

(s) “Warranty Period” shall mean the period of thirty (30) days following the Acceptance Date.

2.0 License, Support and Maintenance Services

2.1 Title and Ownership of Software. Client acknowledges and agrees that is the sole owner of the Software (excluding any, and all Third-Party Materials contained therein), and that is retaining such ownership in the Software, and is merely exercising its right as such to grant Client a non-perpetual and non-exclusive license for its use. As such, Client additionally acknowledges and agrees that the Software and all copies thereof are proprietary to, and all titles thereto remains in Licensor. All applicable rights to patents, copyrights, trademarks and trade secrets in the Software or any modifications, Configurations, Enhancements or Extensions made by thereto shall remain in and belong to the Licensor.

2.2 Provision of Software. Subject to the terms and conditions of this Agreement, Licensor grants Client a non-exclusive, non-perpetual license to access and use the Software and Documentation for the specified application, number of sites, seats, users, computers, or servers, as described in the SLO. This

license is subject to the Permitted User provisions outlined in Section 4 and to the termination provisions in Section 9.

Where the Software includes third-party hardware or software components ("Third-Party Materials"), Licensor will pass-through and sublicense all applicable licenses or rights provided by the owners of such Third-Party Materials to the extent permitted.

For downloadable versions of the Software, Client may create and retain up to two (2) backup copies in machine-readable form for archival purposes only, provided that all proprietary notices and legends of Licensor remain intact.

Client retains ownership of any "Client Data" generated through or entered the Software.

2.3 License and Subscription Fees (hereafter referred to as "Fees"). In consideration of the License granted to Client hereunder, Client agrees to pay all applicable Fees, which may include, but are not limited to, an initial licensing (platform) Fee, User Fees, Site Fees, Hosting Fees, Support Fees, Engineering Services Fees, Consulting Fees, Maintenance Fees, and other ongoing Fees as specified in the Software License Order ("SLO") or online payment terms. Ongoing Fees may be structured as annual licensing fees, subscription fees, or other recurring fees, as specified in the SLO or agreed online.

All Fees, including any applicable hosting fees, must be paid in full prior to the initial granting, delivery, installation, deployment, or use of the Software. Ongoing subscription fees or licensing fees are due annually unless otherwise specified in the SLO or online payment terms. Failure to maintain current payments will result in suspension or termination of access to the Software and any related services.

In cases where hosting services are provided by Licensor, additional hosting Fees may apply, as outlined in the SLO. Any other applicable service fees, if relevant, may also be defined in the SLO or presented in the online terms accepted by Client.

2.4 License Termination and Renewal. Software is licensed subject to Fees and additional terms of use as described in the SLO or online agreement. Material non-conformance by either party with the terms and conditions of the SLO, online agreement, or this Agreement shall constitute a breach under Section 9.1 or 9.2 hereof. Non-payment of any Fees or other amounts due, including Maintenance and Support Fees, as specified in this Agreement, the Consulting Services Agreement (CSA), and any Statement of Work (SOW) or Consulting Services Order (CSO), shall constitute a breach by Client under Section 9.1 hereof.

License renewal by the Client is contingent upon compliance with this Agreement's terms, the SLO, and prompt payment of all current and past Fees, including any costs of materials or reimbursable expenses as specified in the SLO or online agreement. Renewal shall occur upon mutual acceptance by both parties, payment of all applicable Fees, and, where applicable, the Client's commitment to maintaining a currently supported version of the Software, as determined by Licensor. Renewal is further subject to the Client being current on all other fees due under the SLO and final acceptance by the Licensor.

2.5 Support. Licensor will provide email, written, and telephone support for Level 1 issues and general inquiries related to the use of the Software and Documentation (collectively, "Support"). Level 1 Support includes troubleshooting basic performance issues with the Software, Documentation, and Hosting, as well as escalating unresolved technical issues as outlined in the SLO or Consulting Services Order (CSO).

Level 2 Support, which addresses more complex technical requirements, may require engineering or consulting resources and will be subject to a Change Order or Statement of Work. This documentation will outline the specific requirements, estimated investment, roles, and responsibilities for addressing Level 2 Support needs.

2.6 Maintenance. For Software provided as a SaaS solution, Licensor agrees to perform routine maintenance services (“Maintenance”) as part of the standard subscription, covering updates, bug fixes, and minor enhancements distributed according to Licensor’s practices and schedule. Maintenance for SaaS includes improvements to the hosted environment and support for overall system performance.

If the Software is downloaded, installed on Client’s servers, or hosted in a private cloud environment managed by Licensor, maintenance and support for that installation will require a separate Maintenance Agreement, executed as part of an annual service agreement, with applicable fees as specified in the SLO.

Such Maintenance for installed or private cloud Software includes:

- Routine corrections and updates as per Licensor’s release schedule,
- Distribution of minor enhancements developed by Licensor at its discretion, and
- Additional services (such as Upgrade Scripts, Testing, Validation, Installation, Deployment, and Data Migrations) provided only under a separately executed Consulting Services Order (CSO).

3.0 Delivery of Software and Documentation

3.1 Licensor shall provide access to or deliver the Software to Client as follows:

- a) **SaaS Access:** For SaaS-based subscriptions, Licensor will provide Client with access to the Software via a secure online platform, hosted by Licensor or a third-party provider. No physical or electronic delivery of the Software is required, as Client’s access will be managed through secure login credentials provided by Licensor. Access is granted solely for the duration specified in the SLO or as per the subscription period, subject to continued payment of Fees.
- b) **Electronic or Physical Delivery for Downloadable or Deployable Software:**
 1. For downloadable or on-premises software, Licensor shall, at Client’s option, deliver the Software by (a) making it available for electronic download, or (b) physical delivery on machine-readable media that can be read by Client’s Hardware.
 2. The Delivery shall include the number of copies specified in the SLO for the specific number of Users, sites, or devices as applicable.
- c) **Private Cloud Hosting:** If Client opts to have the Software hosted in a private cloud environment managed by Licensor, Licensor will configure and deploy the Software in a designated cloud environment. Access will be provided through login credentials managed by Licensor, with all maintenance and system updates performed by Licensor as agreed.
- d) **Documentation:** For any of the above delivery methods, Licensor will make available to Client one electronic copy of the appropriate Documentation. Client may make necessary copies of the Documentation solely for internal use by the licensed number of users.

Unless otherwise agreed to by the Parties, Licensor shall not be obligated to supply the Software or Documentation in any form other than as specified in the SLO or made available to other clients. The licensor is under no obligation to provide any translations of the Software or Documentation into other languages unless otherwise agreed.

In case of any conflict between this Agreement and the NDA, this Agreement shall control.

3.2 Confidentiality Obligations. Each party agrees to exercise all reasonable precautions necessary to safeguard the other party's Confidential Information and shall not use or disclose such information, except as required to perform its obligations under this Agreement. Confidential Information shall only be disclosed to those officers, directors, employees, or approved subcontractors who need access to such information to fulfill their responsibilities under this Agreement and who are bound by confidentiality obligations at least as stringent as those herein.

For purposes of this Agreement, "Confidential Information" includes, but is not limited to, any oral or written information relating to a party's customers, production data, trade secrets, manufacturing and research methods, projects, production facilities, technology, equipment, systems, marketing or customer data, employee and consultant details, sales information, the terms or conditions of this Agreement, or any other proprietary information not generally available to the public.

The confidentiality obligations herein shall not apply to information that: (i) was lawfully in the receiving party's possession prior to disclosure by the disclosing party, as evidenced by written records; (ii) becomes publicly known through no wrongful act of the receiving party; or (iii) is rightfully received from a third party who is under no obligation to maintain the confidentiality of the information and does not impose a confidentiality obligation on the receiving party.

4.0 Permitted Users, Limitations

4.1 Permitted Users. Client is granted the right to access and use the Software on the number of workstations, devices, servers, or Client sites, or by the specified number of users, as defined in the SLO or any associated SOW. This License grants Client, or individuals authorized on behalf of Client, the right to install, de-install, and transfer the Software among designated Client site(s), workstations, devices, or servers as long as the number of installed copies or active users does not exceed the licensed amount specified in the SLO or SOW.

For SaaS subscriptions, the Client's access is granted online and tied to the specified user or usage parameters set forth in the SLO or online subscription terms. Client must ensure that access and use of the Software remain within the permitted user limits and are only for Client's internal business purposes as defined under this Agreement.

4.2 Permitted Contractors. Subject to the limitations in this License, the Software may be used only by Client for Client's own business purposes. In support of such purposes, Client may allow access to the Software for any Permitted Contractors. For purposes of this License, "Permitted Contractor" means any person or entity contracted by Client to provide either: (a) platform support or processing services by installing the Software on computers operated by the Permitted Contractor, using the Software, or managing related input or output solely in support of Client's authorized use; or (b) consulting, programming, facilities management, or other general business services for Client's benefit.

Unless explicitly authorized in writing by Licensor, any Permitted Contractor must provide services related to the Software exclusively for Client's account and remain bound by the restrictions and obligations applicable to Client under this License, including confidentiality obligations that are at least as strict as those specified herein. Except as provided in this License, neither Permitted Contractors, any other contractor, nor any third party, directly or on behalf of Client, may duplicate, replicate, duplicate, or otherwise reproduce the processes, concepts, methodologies, functionalities, flows, or design elements of the Software. This restriction includes but is not limited to replicating or duplicating any part of the Software in a standalone or integrated application.

4.3 Limitations on Use. Except as expressly authorized in this License, Client shall not make any copies of the Software or Documentation, nor shall Client decompile, disassemble, decrypt, extract, modify, use the output generated from the Software as input for other third-party software, use the Software to prototype other software, or otherwise reverse engineer the Software. Any unauthorized modifications, revisions, changes, duplications of processes, or enhancements made by Client to the Software or Documentation without Licensor's prior written permission may constitute a material breach of this License.

Notwithstanding anything to the contrary herein, all rights, title, and ownership of any modifications, revisions, changes, and enhancements to the Software or Documentation made by Client shall reside solely with Licensor, as outlined in the SLO. Client shall not sell, lease, assign, transfer, or sublicense the Software, in whole or in part, including, without limitation, through a service bureau or as part of an application service provider arrangement.

Except as specifically provided in the Documentation, Client may not use any component of the Software, including any output generated by the Software, in conjunction with other software, nor may Client incorporate the Software or its output into other programs or combine any module of the Software with any other software. Client agrees to use the Software solely for Client's own internal business processes, including automation and integration tasks, such as controlling and generating labels, and other activities specified in the Documentation and the SLO.

4.4 Continuation of License under Section 365(n). All rights and licenses granted to Client under this License are, and shall be deemed to be, for the purposes of Section 365(n) of the United States Bankruptcy Code (the "Code"), licenses to rights to "intellectual property" as defined within the Code. The parties agree that Client, as a licensee of such rights under this License, shall retain and may fully exercise all its rights and elections under the Code. In the event of any bankruptcy proceedings by or against Licensor under the Code, Licensor agrees that Client shall be entitled to retain all its rights and licenses under this License, including the right to continue using the Software, subject to the terms herein. Licensor further agrees to provide Client with all updates, support, and maintenance as provided for under this License, to the extent allowed by the Code.

5.0 Warranties

5.1 Software Warranty. Licensor warrants to Client that, during the Warranty Period, the Software shall perform in all material respects in accordance with the Specifications and Documentation, if it is used in compliance with those Specifications and Documentation. If the Software does not perform as warranted, and Client promptly notifies Licensor of such non-compliance within the Warranty Period, Licensor will, at its discretion, correct the non-compliance or provide an alternative solution to address the issue.

This warranty applies only if the Software is unmodified and is not used with any hardware, system configurations, or third-party software not expressly authorized by Licensor. This warranty extends to both SaaS versions of the Software and any locally installed or downloadable versions, as specified in the SLO or online terms.

The warranty stated herein constitutes Licensor's entire obligation and Client's exclusive remedy with respect to the Software licensed under this Agreement.

5.2 Uptime Guarantee. Licensor warrants to Client that, for the SaaS version of the Software only, the Software will be available to Client with at least ninety-nine percent (99%) uptime per calendar month ("Uptime Guarantee"), excluding the following conditions:

- (a) Scheduled downtime, with prior notification to Client;

- (b) Downtime or issues resulting from actions or inactions of Client, including but not limited to modifications of interfaces, changes in operating environment, or misuse of the Software;
- (c) Telecommunications outages or internet service interruptions outside the control of Licensor;
- (d) Downtime or latency caused by third-party providers or infrastructure not controlled by Licensor; and
- (e) Force majeure events or other circumstances beyond Licensor's reasonable control.

If the SaaS Software's availability falls below the Uptime Guarantee due to factors within Licensor's control, and the Client has a current, paid subscription, Licensor may, at its discretion, offer Client a pro-rata adjustment or credit on the SaaS licensing fees attributable to the affected period.

Exclusion for Downloadable Version. For any downloadable, self-hosted version of the Software, uptime and availability are the responsibility of Client, and no uptime guarantee or service level commitment applies. Licensor will not be liable for any outages, interruptions, or downtime affecting the downloadable version once deployed on Client's own or third-party infrastructure.

5.3 Third Party Materials. Licensor makes no warranties regarding any Third-Party Materials incorporated into the Software. However, if such Third-Party Materials, as provided by Licensor, impact the performance of the Software in a manner that causes it to deviate materially from the Specifications, the warranty provisions in Section 5.1 will apply.

5.4 Additional Warranty: Licensor warrants that the Software and Documentation, when provided to Client, will be free from viruses, malware, or any unauthorized disabling code that could harm Client's network or systems. Licensor will employ industry-standard antivirus and security screening processes to prevent the inclusion of malicious code in the Software and Documentation. If any disabling code originating from Licensor is introduced into Client's systems using the Software or Documentation, Licensor will, at no additional cost to Client, promptly take all commercially reasonable steps to assist in the restoration of the affected system, data, software, or hardware.

5.5 Disclaimer of Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS LICENSE, MAKES NO OTHER WARRANTIES RESPECTING THE SOFTWARE, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ACCURACY OF INFORMATIONAL CONTENT.

5.6 Representations. Licensor represents, warrants, and covenants that:

- (a) All Services provided by Licensor will comply with applicable foreign and U.S. federal, state, and local laws, regulations, standards, and permits ("Applicable Laws") relevant to the performance of the Services;
- (b) Licensor owns or holds the necessary rights to perform the Services, and the Services provided, along with any work performed in connection, will not infringe upon any valid U.S. or applicable foreign patent, trademark, or intellectual property rights of any third party;
- (c) All documentation and information provided by Licensor in support of any costs or expenses represent true, accurate, and complete descriptions of the License Services, activities, and transactions to which they relate;
- (d) The execution and delivery of this Agreement and any applicable SLOs have been duly authorized by Licensor's requisite corporate authority. The individual signing on behalf of Licensor has full authority to bind Licensor, and this Agreement, upon execution, constitutes a valid and legally binding obligation of Licensor, enforceable in accordance with its terms; and

(e) The execution and performance of this Agreement by Licensors will not result in any violation of, nor conflict with, any organizational documents or material agreements to which Licensors is a party or by which it is bound.

5.7 Compliance. In performing the Services, Licensors agrees to:

- (a) comply with all applicable federal, state, local, and foreign laws, codes, regulations, and standards ("Applicable Laws") relevant to the Services provided under this Agreement;
- (b) protect and refrain from disclosing or exchanging any personal information of Client's employees without prior written consent;
- (c) promptly notify Client's Chief Financial Officer and General Counsel if, during the course of performing Services, Licensors becomes aware of any potential material non-compliance by Client or its affiliates with any Applicable Laws, codes, or Client policies made known to Licensors, where such non-compliance could reasonably be expected to impact the Services; and
- (d) execute the Services in accordance with prevailing industry standards.

6.0 Indemnification and Insurance

6.1 Infringement of Third Parties' Rights. shall indemnify Client against any claim, loss, damage, or expense (including associated reasonable court costs and attorney's fees) awarded to a third party claimant by a court of competent jurisdiction, which has determined that Client's use of the Software in strict compliance with the terms of this License infringes a United States patent, copyright or trademark of such third party in effect as of the date of this License; provided that: (a) Client promptly notifies of such claim, suit or proceeding against Client respecting its use of the allegedly infringing Software; (b) shall have the sole control of the defense of such claim and all related settlement negotiations; and (c) Client cooperates with and assists Licensors, as reasonably requested by Licensors, in the defense of any such claim. Neither party shall make any settlement of any claim which might give rise to the liability of the other party without the prior written consent of the other party. shall not be responsible for any compromise made by Client or its agents without Licensors's prior written consent.

6.2 Exceptions to Indemnification. shall not be obligated to defend or otherwise be liable under this Section to the extent the infringement asserted results from: (a) Client's own modification of or change to the Software; (b) the use or combination of the Software with items not provided or expressly authorized by Licensors, to the extent such infringement would not have occurred but for such use or combination; (c) the use of other than the latest version of the Software made available to Client (such as by installation by for Software delivered via hosted Services) if such infringement would have been avoided by the use of such later version; or (d) any modification of the Software other than a modification by or that otherwise which becomes part of the Software.

6.3 Entire Liability. THE INDEMNIFICATION PROVISIONS SET FORTH IN THIS SECTION CONSTITUTE THE LICENSOR'S ENTIRE LIABILITY, AND CLIENT'S SOLE RECOURSE AND EXCLUSIVE REMEDY, IN THE EVENT OF ANY INFRINGEMENT OF THIRD-PARTY RIGHTS BY CLIENT'S USE OF THE SOFTWARE.

6.4 Client's Indemnification. Client agrees to defend, indemnify and hold harmless against any and all damages, costs, liabilities, expenses and settlement amounts incurred in connection with any suit, claim, or action by any third party made against as a result of: (i) Client's use or operation of the Software in a manner other than that for which the Software was designed or for use not expressly provided for in the Documentation; or (ii) the infringement of a U.S. patent, trademark or copyright by any software or hardware used by Client, its Third Party Licensors or any Permitted Contractor in conjunction with the Software, provided that: (a) promptly notifies Client of such claim, suit or proceeding against Licensors;

(b) Client shall have the sole control of the defense of such claim and all related settlement negotiations; and (c) cooperates with and assists Client, as reasonably requested by Client, in the defense of any such claim. shall not make any settlement of any claim which might give rise to liability of Client without the prior written consent of Client. Client shall not be responsible for any compromise made by or its agents without Client's prior written consent.

6.5 Insurance. While providing License Services to Client, Licensor shall, at its own expense, maintain insurance coverage customary for companies providing similar services. Upon Client's reasonable request, Licensor will provide a current certificate of insurance as evidence of such coverage. Licensor agrees to notify Client at least thirty (30) days in advance of any material change or cancellation of the policy, to the extent possible under the policy terms.

7.0 Export Restrictions. Both parties agree to comply with all applicable United States export laws and regulations ("Export Laws") to ensure that neither the SaaS-based nor the downloadable version of software, any related components, or any Confidential Information of the other party is:

- (i) exported, directly or indirectly, in violation of Export Laws; or
- (ii) used for any purposes prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

Each party agrees to promptly inform the other of any components, enhancements, modifications, revisions, or updates to the Software, or any Confidential Information, which may be subject to Export Laws. Upon request, Licensor shall provide Client with export classification information for the Software and any relevant updates.

8.0 Limitation of Liability

EXCEPT WITH RESPECT TO THE VIOLATION OF THE CONFIDENTIALITY PROVISIONS IN SECTION 3.2 AND THE INDEMNIFICATION OBLIGATIONS ABOVE, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, COSTS OR CLAIMS OF ANY NATURE WHATSOEVER (INCLUDING LOST PROFITS) ARISING OUT OF OR RELATING TO THE SUBJECT MATTER HEREOF REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. IN ADDITION, EXCEPT FOR (A) A BREACH OF ITS CONFIDENTIALITY PROVISIONS HEREIN, (B) THE INDEMNIFICATION PROVISIONS CONTAINED HEREIN, (C) LIABILITY RESULTING FROM SUCH PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT AND (D) DEATH OR BODILY INJURY RESULTING FROM LICENSOR'S ACTS OR OMISSIONS, THE AGGREGATE AMOUNT OF A PARTY'S LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY UNDER ANY CLAIM FOR LOSS OR LIABILITY BASED UPON, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OR BREACH OF THIS LICENSE SHALL IN NO EVENT EXCEED THE AMOUNTS ACTUALLY PAID FOR THIS SOFTWARE LICENSE DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE BREACH.

9.0 Term and Termination

9.1 Client's Default. If Client materially breaches this Agreement or fails to meet any of its obligations under this License, and such breach or failure remains uncured for **fifteen (15) days** following written

notice from Licensor, Licensor may, at its discretion, either suspend access to the Software or terminate this License. In cases of non-payment of Fees or any other amounts due, Licensor may immediately suspend Client's access to the Software, including suspension of SaaS access or deactivation of licenses for downloaded software, until payment is made in full. During any suspension period, Client's obligations under this Agreement remain in effect, including payment obligations. Termination does not waive Licensor's rights to any outstanding amounts owed by Client.

9.2 Licensor's Default. If Licensor materially breaches this Agreement or fails to perform any obligation under this License, and such breach or failure is not cured within **sixty (60) days** after written notice from Client detailing the nature of the default, Client may terminate this License. Termination under this clause is Client's sole remedy for Licensor's default.

9.3 Termination for Bankruptcy or Insolvency. Except as otherwise provided herein, either party may terminate this License immediately with written notice upon the occurrence of any of the following events with respect to the other party: (a) a receiver is appointed for such party or its material assets; (b) such party becomes insolvent, generally unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors or seeks relief under any bankruptcy, insolvency or debtor's relief law; (c) if proceedings are commenced against the other party, under any bankruptcy, insolvency or debtor's relief law, and such proceedings have not been vacated or set aside within sixty (60) days from the date of commencement thereof; or (d) if such party is liquidated, dissolved or ceases operations.

9.4 Effect of Termination. Upon termination and revocation of this License, the parties shall have no further obligations or liabilities hereunder, except as may otherwise survive the termination of this License. Upon any termination and revocation of the License, Client shall be entitled to a refund of any payment for License Services not performed at the time of termination. In the case of termination for Licensor's default under Section 9.2 or Licensor's bankruptcy or insolvency as provided in Section 9.3, conditioned upon Client's receipt of any refund that it is due, if any, Client shall promptly return all copies of the Software to and, upon written request of Licensor, provide with written certification that all such copies have been returned and that Client's use of the Software has ceased. Except to the extent this Agreement is terminated in accordance with Section 9.2 or Licensor's bankruptcy or insolvency in Section 9.3, Client shall pay Licensor, as applicable, in full all amounts owed to within thirty (30) days after the termination of this License.

10.0 Assignment

10.1 Assignment by Client. With the Licensor's prior written approval, not unreasonably withheld, Client may assign this License only to a successor that acquires all or, substantially all of Client's business operations relevant to the subject of this License. Any such assignment is subject to the following conditions:

- (a) The successor agrees to be bound by all terms and conditions of this License.
- (b) Client immediately ceases all use of the Software and terminates all rights granted under this License.
- (c) The successor continues Client's business in a way that uses the Software for the same purposes and functions.
- (d) The total number of users, seats, devices, and installations of the Software shall not increase post-assignment without Licensor's approval.
- (e) All fees due to the Licensor under this License are fully paid prior to assignment.
- (f) Client or successor shall pay any applicable transfer fees, not to exceed twenty percent (20%) of the License's list price.
- (g) The successor's credit rating is acceptable to Licensor.

Any attempted assignment by Client without prior written consent from Licensor shall be void and constitute a material breach of this License.

10.2 Assignment by Licensor. Licensor may delegate the performance of its obligations hereunder to a subsidiary, provided that full performance of the delegated obligations by such subsidiary fulfills Licensor's obligations under this License. Licensor may assign this License to any purchaser or transferee acquiring that part of Licensor's business associated with this License, provided that:

- (a) The successor agrees to be bound by the terms of this License.
- (b) Licensor provides Client with timely written notice of such assignment.

Upon any such assignment, this License shall bind and benefit the assignee, and Licensor shall have no further obligations or liabilities hereunder, except for those obligations and liabilities that arose prior to the assignment.

11.0 Open-Source Compliance

11.1 Attribution. The licensor will include attribution for all open-source software used within the Software.

11.2 Compliance with Open-Source Licenses. The Client must comply with all applicable open-source licenses and will be provided with an "About" or "Notices" section within the Software outlining open-source attributions and license terms.

11.3 Modification and Distribution of Open-Source Components. Open-source components used within the Software are provided "as-is" and are subject to their respective licenses.

12.0 General

12.1 No Waiver. The failure by any party to exercise any right or remedy provided for herein shall not be deemed a waiver, partial or complete, of any right or remedy hereunder.

12.2 Complete Agreement; Precedence. This License, including any exhibits attached hereto and the SLO, set forth the entire understanding of the parties, and supersedes all prior agreements (including the NDA) and understandings, both written and oral, between the Parties, as to the License of the Software and may not be modified except in a writing executed by either the Chief Executive Officer or the Executive Vice President of and an appropriate signatory as designated by Client. In the event of a conflict between the terms of this License and the SLO or agreements or schedules attached thereto, the terms of this License shall control. If any portion of this Agreement is held to be illegal, invalid, or unenforceable, the remaining portions of this Agreement shall remain binding and enforceable. In such an event, the parties shall, if possible, substitute for such invalid provision a valid provision corresponding to the spirit and purpose thereof.

12.3 Governing Law; Venue. This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts

12.4 Remedies. The rights and remedies of each party as set forth herein are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

11.5 Survival. All provisions of this License relating to liability, warranties, indemnities, as well as the provisions of Sections 3.2, 4, 6, 7, 9.4, 11 and 12 of this License, shall survive the expiration or termination of this License.

12.6 Force Majeure. Neither party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment or software, or any consequence thereof, caused by fire, earthquake, flood, water, the elements, strikes or other labor disturbances, unavailability of transportation, failure of normal sources of supply, inability to obtain raw materials, terrorism, war, acts or omissions of third parties other than subcontractors of a party, or any other cause beyond the reasonable control of a Party and not caused by its negligence (each a “Force Majeure Event”). The party whose performance is affected by such Force Majeure Event shall promptly notify the other in writing of the Force Majeure Event and how long it anticipates the circumstances to continue and takes all reasonable steps to avoid further delay and to proceed with the due performance of its obligations hereunder.

12.7 Independent Contractor. will furnish its services as an independent contractor and Licensor’s employees, agents and representatives will not be considered employees of Client or of any company affiliated with or of any customer of Client. Nothing contained or implied in this Agreement shall be construed to create the relationship of employer and employee, partnership, principal and agent or joint venture partner as between the parties or between Client and Licensor’s employees, agents, or representatives.

12.8 Injunctive Relief. Each party acknowledges that the restrictive covenants set out in this Agreement are necessary to protect and maintain the proprietary interests and other legitimate business interests of the other party. Each party further acknowledges that the remedy at law for any breach or threatened breach of this Agreement may be inadequate and that, accordingly, the non-breaching party, in addition to all other available remedies, is entitled to seek injunctive relief. Nothing in this clause is to be construed as prohibiting the non-breaching party from pursuing any other remedies for such breach or threatened breach.

12.9 Notices. All notices permitted or required under this Agreement shall be delivered either online, via email, or in writing. Notices shall be deemed given as follows:

- **Certified Mail:** If sent by certified mail with return receipt requested, notices shall be effective three (3) business days after dispatch.
- **Overnight Courier:** If sent via a recognized overnight express mail service or carrier for next-day delivery, notices shall be effective on the first business day following dispatch.
- **Personal or Electronic Delivery:** If delivered by personal delivery, electronic mail, or facsimile transmission on a business day, notices shall be effective the same day as delivery, provided that a “hardcopy” original follows as set out in options (i) or (ii) above. If delivered on a non-business day, notices shall be effective on the next business day.

Notices shall be addressed as follows, or to such other address as either party may designate in writing:

If to Client, to: Designated email address or mailing address:

[Client's Address Here]

With a copy to: Designated email address or mailing address:

[Client's Secondary Contact or Address Here]

If to enLabel:

enLabel Global Services, Inc.

300 Commercial Street
Boston, MA 02109
Designated email address: [enLabel Email Here]

13.0 Execution

This Agreement may be executed by any of the following methods, each of which shall be equally valid and binding:

- **Online Acceptance:** Acceptance of the terms and conditions online constitutes an authorized electronic signature by the Client and is legally binding as if manually signed.
- **Electronic Mail or Facsimile:** The transmission of a signed copy by electronic mail or facsimile shall be deemed an original signature.
- **Physical Counterparts:** The Agreement may also be signed in any number of physical counterparts, each of which shall be considered an original and effective as a manually executed counterpart.

If executed in writing, the Client, and its Authorized Signatory, by their signatures below, confirm that they have reviewed, acknowledged, and accepted this Agreement and any attached or referenced SLO in their entirety. Alternatively, acceptance may occur via online acknowledgment, as outlined above.

Client:

Name: _____

Title: _____

Signature: _____

Date: _____

Licensor: enLabel Global Services, Inc.

Name: _____

Title: _____

Signature: _____

Date: _____

Exhibit 1: Proprietary and Open-Source Components for Software License Agreement

1. Proprietary Software

The Software is a proprietary product of Licensor, enLabel Global Services, Inc. (“Licensor”). It includes modules, components, and functionality developed exclusively by Licensor. All rights, title, and interest in and to the proprietary elements of the Software, including any updates, modifications, configurations, and customizations made by Licensor, are owned by Licensor, and are protected by copyright, trade secrets, and other intellectual property laws.

Proprietary Components:

- Core modules developed exclusively by Licensor
- Specialized algorithms, features, and functionalities unique to the Software
- User interfaces and design elements custom-built by Licensor
- Documentation, specifications, and related training materials
- Licensor’s proprietary APIs and integration tools
- A permissible by respective licenses, any code added by Licensor, to any third party and open-source components

2. Open-Source Components

The Software includes certain open-source components, which may have been modified by Licensor as permitted under their respective licenses. These components, along with their modifications, are licensed under the original open-source licenses listed below. Licensor provides both the original and modified open-source components on an “as-is” basis, without any warranty beyond what is stipulated in the original open-source licenses. Licensee agrees to comply with each applicable open-source license requirement for each component within the Software, including any obligations for attribution, access to source code, or notification of modifications.

Core Components

1. **draw.io** – Apache License 2.0

Development Tools

2. **Visual Studio Code** v1.94 – MIT License
3. **Live Server** v5.7.9 – MIT License
4. **Git Extensions** v3.4.3.9999 – GPL-3.0 License
5. **Python** v3.12.7 – Python Software Foundation (PSF) License

6. **Node.js** v18.12.1 – MIT License
7. **npm** v8.19.2 – Artistic License 2.0
8. **Apache Ant** v1.9.16 – Apache License 2.0
9. **Closure Compiler** v20200719 – Apache License 2.0
10. **Docker** v20.10.23 – Apache License 2.0

e-Draw Web Libraries

11. **bridge.net** v15.6.0 – MIT License
12. **bwipjs** v3.0.4 – MIT License
13. **croppie** (unknown version) – MIT License
14. **cryptojs** v3.1.2 – MIT License
15. **deflate/pako** v2.0.3 – MIT License
16. **mathJax** v2.7.9 – Apache License 2.0
17. **formulajs** v3.1.1 – MIT License
18. **jscolor** v1.3.13 – MIT License
19. **jsep** v1.3.4 – MIT License
20. **jstat** v1.9.5 – MIT License
21. **jszip** v3.1.3 – MIT License
22. **mermaid** v8.2.0 – MIT License
23. **momentjs** v2.30.1 – MIT License
24. **moment-timezonejs** v0.5.45 – MIT License
25. **mxgraph** v4.2.2 – Apache License 2.0
26. **rough** v4.4.0 – MIT License
27. **RTFJS** v3.0.9 – MIT License
28. **sanitizer** (unknown version) – BSD License
29. **spin** v2.0.0 – MIT License

e-Draw API Libraries

30. **iisnode** v0.2.21 – MIT License
31. **compression** ^1.7.4 – MIT License
32. **cors** ^2.8.5 – MIT License
33. **dotenv** ^16.0.3 – BSD-2-Clause License

- 34. **express** ^4.18.2 – MIT License
- 35. **fontverter** ^2.0.0 – MIT License
- 36. **fs-extra** ^11.1.0 – MIT License
- 37. **hex-to-rgb** ^1.0.1 – MIT License
- 38. **jsdom** ^21.1.1 – MIT License
- 39. **jsPDF** ^2.5.1 – MIT License
- 40. **jsPDF-autotable** ^3.8.2 – MIT License
- 41. **libreoffice-convert** ^1.0.0 – MIT License
- 42. **node-iframe** ^1.9.4 – MIT License
- 43. **nodemon** ^3.0.1 – MIT License
- 44. **pako** ^2.1.0 – MIT License
- 45. **path** ^0.12.7 – MIT License
- 46. **pdf-to-png-converter** ^3.2.0 – MIT License
- 47. **pdfjs-dist** ^3.4.120 – Apache License 2.0
- 48. **png-chunks-text** ^1.0.0 – MIT License
- 49. **png-chunks-encode** ^1.0.0 – MIT License
- 50. **png-chunks-extract** ^1.0.0 – MIT License
- 51. **puppeteer** ^19.8.0 – Apache License 2.0
- 52. **pure-uuid** ^1.6.2 – MIT License
- 53. **split-text-to-chunks** ^1.0.0 – MIT License
- 54. **svg-path-bounds** ^1.0.2 – MIT License
- 55. **svgpath** ^2.6.0 – MIT License
- 56. **svgson** ^5.3.1 – MIT License
- 57. **winston** ^3.8.2 – MIT License
- 58. **winston-daily-rotate-file** ^4.7.1 – MIT License
- 59. **wordwrapjs** ^5.1.0 – MIT License
- 60. **xmldom** ^0.6.0 – MIT License

e-Draw Desktop Libraries

- 61. **axios** ^1.3.4 – MIT License
- 62. **dotenv** ^16.0.3 – BSD-2-Clause License

- 63. **fs-extra** ^11.1.0 – MIT License
- 64. **path** ^0.12.7 – MIT License
- 65. **puppeteer** ^19.8.0 – Apache License 2.0
- 66. **pure-uuid** ^1.6.2 – MIT License
- 67. **cross-env** ^7.0.3 – MIT License
- 68. **electron** ^23.2.0 – MIT License
- 69. **electron-builder** ^24.1.0 – MIT License

****Please note that the versions may vary**

3. Attribution and License Obligations

To comply with the licenses of the open-source components, Licensor has implemented the following measures within the Software:

- **In-App Attribution:** The Software includes an “About” or “Licenses” section that displays attribution for each open-source component as required by their licenses. The attributions include links to the original licenses and acknowledgment of the source.
- **Documentation:** The Documentation provided with the Software includes a list of the open-source components and their respective licenses. This information is available in the “Open-Source Notices” section of the Documentation.
- **Terms of Use in EULA:** The End-User License Agreement (EULA) includes terms that require the Licensee to comply with any obligations of the open-source licenses incorporated into the Software. This includes provisions for maintaining any attributions or notices as required by the open-source components' original licenses.

4. Licensee Responsibilities for Open-Source Compliance

Licensee agrees to comply with all applicable open-source licenses as required, which may include:

- **Attribution:** Retaining or reproducing attribution notices for certain components, where applicable.
- **Access to Source Code:** Acknowledging that some components may require providing access to source code upon request, depending on the open-source license type.
- **No Sub-licensing:** Licensee shall not sublicense the open-source components separately from the proprietary Software, nor shall they alter the original open-source license terms for any included component.

5. Disclaimer of Warranties for Open-Source Components

Licensor makes no warranties with respect to open-source components and disclaims all liability related to their use or performance within the Software. Any warranties for these components, if any, are solely as stated by the original open-source providers. Licensee agrees to use open-source components “as-is” and assumes all risks associated with their use.

6. Compliance Review and Updates

Licensor reserves the right to update or modify the list of open-source components and associated compliance obligations as needed. The Licensor will use its best efforts for the Licensee to receive written or electronic notification of such changes if they materially impact the usage or licensing requirements for the Software.