INTELLINETICS, INC.

IntelliCloud Payables Automation System (IPAS) Managed Services Agreement

By signing the Statement of Work, Client agrees to enter into the terms of this IPAS Managed Services Agreement (this "**Agreement**"), effective as of the date Client executes the Statement of Work (the "**Effective Date**"), by and between Intellinetics, Inc., an Ohio Corporation with its principal offices located at 2190 Dividend Drive, Columbus, Ohio 43228 (hereinafter referred to as "**Provider**" or "**Intellinetics**") and the client set forth on the applicable Statement of Work (hereinafter referred to as "**Client**") in order to govern the provision of software and services Provider to Client set forth on the applicable Statement of Work. Provider and Client may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, Provider has developed certain Licensed Software, SaaS Services, and Support Services that together comprise a software solution system known as the IntelliCloud Payables Automation System or IPAS (the "**System**"), and Client desires to obtain a license and right to use such System in accordance with the terms, and subject to the conditions, set forth below.

NOW, THEREFORE, the Parties agree as follows:

1.   Definitions. Capitalized terms used herein and in any exhibit hereto shall have the definitions set forth on Exhibit 1 attached hereto and incorporated herein by this reference, unless otherwise defined herein.

2.   Licenses, Restrictions, Access and Use.

(a)   Grant of License for Licensed Software. Provider hereby grants to Client, pursuant to and conditioned on the terms and conditions hereof and during the Term, a nonexclusive, nontransferable license to: (i) use the Licensed Software, in Object Code only, at the Authorized Site and Server as set forth on the Statement of Work; (ii) conduct internal training and testing on Licensed Software; (iii) perform disaster recovery, backup, archive and restoration testing, and implementation with respect to Licensed Software; (iv) to make no more than one (1) archival copy of Licensed Software, provided that copy of such shall include Provider's copyright, logo and other proprietary notices; and (v) make a reasonable number of copies of Provider's training and/or User manuals for internal use only retaining Provider's copyright, logo and proprietary notices which are to appear on all such copies made therefrom.

(b)   Provision of Access. Provider hereby grants Client (excluding Affiliates), pursuant to and conditioned on the terms and conditions hereof a non-exclusive, non-transferable (except in compliance with Section 14(i)) right to access and use the SaaS Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Client's internal use. Provider shall provide to Client the necessary passwords and network links or connections to allow Client and Client's Authorized Users to access and use the SaaS Services without interference or delay. The total number of Authorized Users will not exceed the number set forth in the Statement of Work, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder and any such adjustment will be outlined in writing.

(c)   Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Client a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 14(i)) license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of the System.

(d)   Conditions to Grant of Licenses. Client shall have no license or right to use the System pursuant to this Agreement, or otherwise, unless and until: (i) Client executes this Agreement; and (ii) all undisputed Fees set have been paid in full or in accordance with mutually agreed upon written payment terms in this Agreement and/or any exhibit hereto. Provider reserves the right to improve or change the design of the System, including the Licensed Software, and shall not incur any liability thereby or any

obligation to provide support or improvements on previous versions of Licensed Software, except as provided in this Agreement, if the Client has refused to adopt a new version thereof, so long as such new versions satisfy the requirements of this Agreement and the scope of work and services in the Statement of Work. Any and all Third-Party Products incorporated into the System will be governed by their respective license terms and product documentation. To the extent permitted, Provider shall pass through to Client all rights, representations, and warranties that Provider receives from any third-parties providing the Third-Party Products such that Client will stand in the shoes of Provider in the case that Client enforces any of the foregoing.

(e)   Use Restrictions. Client shall use the System for its own internal use. Client shall not use the System for any purposes beyond the scope of the access granted in this Agreement. Client shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the System or Documentation, in whole or in part;; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the System or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the System, in whole or in part; (iv) remove any proprietary notices from the System or Documentation; or (v) use the System or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(f)   Reservation of Rights. Provider reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third-party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(g)   Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Client's and any Authorized User's access to any portion or all of the System if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Client's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Client, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the System to Client or any Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Client to access the System; or (iii) in accordance with Section 5(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Client and to provide updates regarding resumption of access to the System following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the System as soon as reasonably possible after the event giving rise to the Service Suspension is cured. So long as the Service Suspension does not arise as a result of a breach, negligence or willful misconduct of Client or any Authorized User, Client will have a prorata reduction of fees based on the period of Service Suspension, for any Service Suspension greater than twenty-four (24) hours.

3.   Client Responsibilities.

(a)   General. Client is responsible and liable for all uses of the System and Documentation resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions

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as applicable to such Authorized User's use of the System, and shall cause Authorized Users to comply with such provisions. Client (i) has sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Client Data; (ii) is responsible for properly maintaining the functional operation of all hardware, internal network and software that interacts with the Provider IP; (iii) is responsible for connectivity to the Internet; (iv) will utilize commercially reasonable efforts to prevent unauthorized access to, or use of the Provider IP; and will timely notify Provider of any such unauthorized use; and (v) will comply with all applicable local, state, federal and foreign laws in use of the Provider IP.

(b)   Restrictions. Client shall use the System solely for lawful purposes regarding its internal business as contemplated by this Agreement and shall not knowingly: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the System available to any third-party, other than as contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, hateful or otherwise unlawful, tortious, material, including material harmful to children, violative of third-party privacy rights, encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate a local, state United States or international law; (iv) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the System or the data contained therein; (vi) attempt to gain unauthorized access to the System or its related systems or networks; and (vii) violate third-party copyrights, trademarks, or intellectual property rights.

(c)   Authorized Client Representative. Client shall designate in writing a single individual to act as Client's authorized representative for purposes of this Agreement (the "**Client Representative**"). Such individual: (i) must be authorized to act on Client's behalf with respect to all matters relating to this Agreement; (ii) shall ensure Client's compliance with its responsibilities under this Agreement; and (iii) shall coordinate appropriate schedules in connection with Provider's services under this Agreement. Client may change its Client Representative upon written notice to Provider.

(d)   Technical Service Requests. Client shall provide information to complete a Technical Service Request using the Provider Client Portal for each reasonable request for technical services, whether under this Agreement or otherwise. See Section 4(a)(1)(B) "**Customer Support Center**" and Section 4(a)(1)(C) "**Client Portal**."

(e)   Remote Access. If needed, Client agrees to provide, at its cost, Provider remote access to Client's system upon reasonable notice. Provider shall use the authorized data connection solely to provide its required services hereunder under the supervision of Client. Further, Client will perform reasonably requested tests following such remote access to aid in issue resolution.

(f)   Error Reproduction. Upon detection of any Error in any of the Licensed Software, Client shall provide Provider a listing of output and any other data, including databases and back-up systems, that Provider may reasonably request in order to reproduce operating conditions similar to those present when the Error occurred.

(g)   Maintenance and Back-Ups. Except for maintenance relating to the Licensed Software itself, Client is responsible for all maintenance and back-up activities relating to the Licensed Software operating on its infrastructure.

(h)   Data Input. Client shall update and maintain the input data as may be required by Provider for operation of Licensed Software, and be responsible for the accuracy of all Client Data.

(i)   Operations Review. The Parties shall meet to discuss System operational, maintenance and enhancement matters as reasonably requested by either Party.

(j)   System Modifications. Client shall ensure that, with respect to Licensed Software, such is installed only on the Authorized Server(s) at Authorized Site(s). Client shall: (i) ensure that each Authorized Site conforms in all respects to the manufacturer's Site Specifications provided in advance by Provider to Client; (ii) ensure that, to the extent such changes affect or interact with the System, no changes or other alterations or modifications are made to Client's system configuration without the express prior written consent of Provider; provided, however, that this requirement is not intended to constitute in any manner Provider's approval, certification, endorsement or warranty of Client's system configuration.

(k)   Third-Party Products. Provider may from time to time make Third-Party Products available to Client. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow-through provisions provided by the Third-Party Product vendors referred to in the Statement of Work. If Client does not agree to abide by the applicable terms for any such Third-Party Products, then Client should not install or use such Third-Party Products. Client is responsible for maintaining the licensing and support agreements of all Third-Party Products operating on its infrastructure.

4.   Support Services.

(a)   Scope of Support Services.

(i)   Standard Support. Subject to the terms and conditions set forth in this Agreement, Provider shall provide the following support for the SaaS Software ("**Standard Support**").

(A)   Errors. Provider will correct any Errors in the Software discovered by Client during the term of this Agreement; provided, however, that: (1) Client provides all information in Client's possession regarding such Error that may be reasonably requested by Provider; and (2) if needed by Provider to correct the Error, Client provides Provider with prompt (within forty-eight (48) hours) remote access to Client's system. For purposes of this Agreement, "**Error**" means any reproducible failure of the Software to operate in accordance with the specifications set forth in the Documentation, including any problem, failure or error referred to in the Service Level Table, provided that such problem, failure or error is not due to Client's internal systems, servers, Third-Party Products, or the negligence of the Client.

(B)   Customer Support Center. Provider will provide toll-free telephone support for routine operational and technical assistance during the Support Availability Window (as defined herein). All such support calls are received at 1-(888)-828-2827; (local) (614) 921-8170. Support calls relating to the Software shall be received during normal support hours of 8:00 a.m. to 5:00 p.m. Eastern Time, (5) business days per week (not including weekends and Provider holidays) (the "**Support Availability Window**").

(C)   Client Portal. Provider will provide access to the Client Portal (www.intellinetics.com) to enable Clients to electronically submit service requests twenty-four (24) hours per day seven (7) days per week for fifty two weeks (52) per year. Client will be provided with appropriate credentials to access the Client Portal and receive electronic "tickets" thereby logging the request. Response times will be as set forth in Exhibit 2 attached hereto.

(D)   Point Releases. Provider may provide Point Releases of the Licensed Software to Client under this Agreement. Provider shall provide such Point Releases at no additional charge to Client.

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(E)   Supported Licensed Software Versions. Provider will provide support services to Client for the current, and immediately most-recent prior, versions of the Licensed Software. For example, if the current version is 6.0, then versions 5.x and 6.x will be covered under Standard Support.

(ii)   Additional Support. In addition to Standard Support, Client may purchase additional support options and other services that may, from time to time, be offered by Provider (each, an "**Additional Support Option**"). The terms and conditions for each Additional Support Option shall be set forth in a separate exhibit which, upon payment of the required annual fee for such Additional Support Option, shall automatically become part of this Agreement and shall be subject to the terms hereof. Client may discontinue any Additional Support Option by providing Provider at least sixty (60) days prior written notice identifying the Additional Support Option to be discontinued; such discontinuance shall not be effective until the next regularly scheduled payment date.

(iii)   Out of Scope Services. From time to time, Client may request support services that are out of the scope of this Agreement. Provider shall be under no obligation to perform such out-of-scope services. If Provider agrees to perform such services, then such services will be defined and incorporated into this Agreement as an Additional Support Option pursuant to Section 4(a)(ii) herein.

(b)   Service Levels. Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to maintain the security and integrity of Client data and to make the SaaS Services generally available ninety-nine and one-half percent (99.5%) of the calendar month twenty-four (24) hours a day, seven (7) days a week, except for:

(i)   scheduled downtime, for which Provider will provide at least five (5) days' prior written notice; and/or

(ii)   downtime caused by circumstances beyond Provider's reasonable control including, but not limited to: (A) failure or delays resulting from a Force Majeure (as defined in Section 14(d); (B) failure or delays resulting from hardware or software not within Provider's possession or reasonable control, including Clients internal servers, platforms, hardware and/or software; and (C) network intrusions or denial of service attacks; provided, however, that the foregoing (A) through (C) shall only be construed to be "beyond Provider's reasonable control" to the extent such unavailability results notwithstanding Provider's exercises of reasonable care and due diligence to avoid or mitigate such unavailability in anticipation of, or in response to, such causes.

(c)   Support Service Exclusions:

(i)   Failure to Observe Obligations. Provider shall be obligated to provide support services hereunder; provided, however, that such obligation is expressly conditioned on Client's observance of the responsibilities set forth in Section 3 and otherwise herein.

(ii)   Failure of Remote Access. If Client fails to provide remote access to Client's systems as required by Section 3, then Provider will, at Client's request, provide on-site services to correct an Error to the extent otherwise required hereunder. Provider shall charge Client for charge Client for such on-site services at Provider's then-current technical service rates plus all related travel, per diem, and other expenses to be invoiced by Provider to Client invoiced as incurred.

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(iii)   Unauthorized Modifications. Provider is under no obligation to correct any Error in the System or System Configuration if the Error is due to: (A) a modification or alteration to the Licensed Software in violation of the terms of this Agreement; or (B) any portion of the Licensed Software that has been affected by software not developed and installed by Provider (C) internal issues with Client's software, hardware, and/or services, beyond Provider's reasonable control. If requested by Client, Provider will provide technical support services to resolve such Errors pursuant to Section 4(a)(iii) hereof (Out of Scope Services) and will charge Client for such services at Provider's then-current technical service rates plus all related travel, per diem, and other expenses to be invoiced by Provider to Client invoiced as incurred.

(iv)   Unauthorized Use. Provider is under no obligation to correct any Error in any of the Licensed Software or any problems with any other component of Client's systems if such Error or other problem is caused by Client's or Client's Affiliates , gross negligence, misuse of the Licensed Software, or abuse of the Licensed Software. If requested by Client, Provider will provide technical support services to resolve such Errors and will charge Client for such services at Provider's then-current technical service rates plus all related travel, per diem, and other expenses to be invoiced by Provider to Client invoiced as incurred.

(v)   Third-Party Products. Provider shall have no responsibility for correcting or resolving any errors, defects, or failures in any Third-Party Products. Provider's only obligation with respect to such Third-Party Products is to assist with the coordination of support services with the appropriate third-party vendor to the extent such support services are available to Client.

(vi)   Third-Party Product Compatibility. Provider shall have no responsibility for any Third-Party Product provided and installed on, or integrated into, the System by any third-party without Provider's prior written authorization, including but not limited to responsibility for: (A) the installation and integration of any such Third-Party Products; (B) the condition, operation, and performance of any such Third-Party Products; (C) the compatibility of any such Third-Party Products with the Licensed Software; and (D) any impact any such Third-Party Products have on the overall operation or performance of any of the Licensed Software or any other component of the System. If requested by Client, Provider will provide technical support services pursuant to Section 4(a)(iii) herein (Out of Scope Services) to: (1) resolve any Errors relating to the Licensed Software or any other component of Client's systems caused by any such Third-Party Products; or (2) assist with the integration of any such Third-Party Products with, or into, the Licensed Software or any other component of Client's systems. Provider will provide technical support services at Provider's then-current technical service rates plus all related travel, per diem, and other expenses to be invoiced by Provider to Client invoiced as incurred.

5.   Fees and Payment.

(a)   Fees. Client shall pay Provider the fees that are not themselves the subject of a good faith dispute, which dispute Client shall make in writing within thirty (30) days' receipt of any invoice for such fees ("**Fees**") as set forth in the Statement of Work without offset or deduction except has provided herein. Client shall make all payments hereunder in United States dollars on or before the due date set forth in the Statement of Work. All fees are nonrefundable once paid except as provided herein. If Client fails to make any payment of undisputed Fees when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of one and one half percent (1.5%) per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Client shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments of undisputed fees or interest accrued therefrom, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure to pay any undisputed Fees continues for thirty (30) days after Client's receipt of written notice of such delinquency from Provider, then Provider may suspend Client's and its Authorized Users' access to any portion, or all, of the System until such amounts are paid in full.

(b)   Taxes. All Fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on Provider's income.

(c)   Invoices.   The undisputed Fees reflected on any invoice issued by Provider to Client pursuant to this Agreement shall be payable by Client within thirty (30) days of receipt unless otherwise specifically provided therein.

6.   Confidential Information. From time to time during the Term, either Party (the "**Disclosing Party**") may disclose or make available to the other Party (the "**Receiving Party**") information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the Receiving Party at the time of disclosure; (c) rightfully obtained by the Receiving Party on a non-confidential basis from a third-party not under any duty of confidentiality; or (d) independently developed by the Receiving Party without the use of any Confidential Information, reproductions thereof, or any notes or impressions relating thereto. The Receiving Party shall not disclose the Disclosing Party's Confidential Information to any person or entity; provided, however, that the Receiving Party may disclose Confidential Information to the Receiving Party's employees who have a need to know the Confidential Information for the Receiving Party to exercise its rights, or otherwise perform its obligations, hereunder. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the limited extent required: (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Receiving Party shall first give written notice advising of such imminent disclosure to the Disclosing Party, and reasonably cooperate (to the extent permitted by law) with the Disclosing Party's efforts to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required any court filings, provided, however, that the Receiving Party shall make, and maintain, such required court filing under seal to the extent that such filing relates to this Agreement. On the expiration or termination of this Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in an executed writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7.   Intellectual Property Ownership; Feedback.

(a)   Provider IP. Client acknowledges that, as between Client and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the System and the Provider IP (including Derivative Works, Maintenance Modifications, Point Releases, and/or Documentation, whether or not developed by Provider) and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b)   Client Data. Provider acknowledges that, as between Provider and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to Client Data. Client hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display Client Data and perform all acts with respect to Client Data as may be necessary for Provider to

provide the SaaS Services and Support Services to Client, and for no other purpose whatsoever, without Client's express written consent.

(c)   Feedback. If Client or any of its employees, consultants, contractors and/or agents sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"). Provider is free to use such Feedback subject to the terms and conditions of this Agreement. Provider must anonymize any and all Feedback provided by or on behalf of Client and/or any of Client's Authorized Users. Client hereby assigns to Provider on Client's behalf, and on behalf of its employees, consultants, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

8.   Provider Warranties.   Provider agrees to provide Client with the following warranties and representations under this Agreement.

(a)   General Warranties. Provider represents and warrants that it has the full corporate right, power, and authority to enter into this Agreement, and to perform the acts required of it hereunder. Provider's execution of this Agreement and performance of its obligations hereunder, does not and will not violate any agreement to which it is a party or by which it is bound.

(b)   Service Warranty. Provider represents and warrants that the Support Services provided by Provider under this Agreement shall be performed in a professional and workmanlike manner.

9.   Warranty Disclaimer. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE SYSTEM AND PROVIDER IP IS PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT AS OTHERWISE PROVIDED HEREIN, PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SYSTEM, PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE ACCURATE, COMPLETE, OR ERROR FREE. PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

10.   Indemnification.

(a)   Provider Indemnification.

(i)   Provider shall indemnify, defend, and hold harmless Client from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Client resulting from any third-party claim, suit, action, allegation, or proceeding ("**Third-Party Claim**") arising out of: (A) the System's infringement or misappropriation of any such third-party's intellectual property or other proprietary rights; (B) Provider's gross negligence or willful misconduct; or (C) a violation of any applicable state or federal law, rule, or regulation by Provider and/or the System; provided, however, that Client promptly notifies Provider in writing of the Third-Party Claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim.

(ii)   If a Third-Party Claim is made or appears possible, Client agrees to permit Provider, at Provider's reasonable discretion, to: (A) modify or replace the System, or component or part thereof, to make it non-infringing; or (B) obtain the right for Client to continue use. If

Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Client.

(iii)   This Section 10(a) will not apply to the extent that the alleged infringement arises from: (A) use of the System in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the System not made by Provider; or (C) Client Data.

(b)   Client Indemnification.

(i)   Client shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that Client Data, or any use of Client Data in accordance with this Agreement, infringes or misappropriates such third-party's US intellectual property rights and any Third-Party Claims based on Client's or any Authorized User's: (A) breach of this Agreement, gross negligence, or willful misconduct; (B) use of the System in a manner not authorized by this Agreement; (C) use of the System in combination with data (exclusive of Client Data), software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (D) failure to implement, access, or utilize any updated, modified or revised versions of the System, which have been provided by the Provider, or versions otherwise permitted to be used by the Provider or (E) modifications to the System not made by Provider. Client may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to: (1) defend itself against any such Third-Party Claim; or (2) to participate in the defense thereof, at Provider's sole expense, by counsel of its own choice.

11.   Limitations of Liability. EXCEPT FOR ANY: (a) BREACHES OF CONFIDENTIALITY; (b) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS; OR (C) INFRINGEMENT OR MISAPPROPRIATION OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT FOR ANY: (A) BREACHES OF CONFIDENTIALITY; (B) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS; OR (C) INFRINGEMENT OR MISAPPROPRIATION OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO PROVIDER OVER THE TWELVE (12) MONTH PERIOD PRECEDING THE INITIAL EVENT GIVING RISE TO THE CLAIM. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL ANY PARTY'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER, OR RELATED TO (A) BREACHES OF CONFIDENTIALITY; (B) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS; OR (C) INFRINGEMENT OR MISAPPROPRIATION OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY EXCEED THE LESSER OF THE ACTUAL, DIRECT DAMAGES INCURRED OR FIVE HUNDRED THOUSAND DOLLARS ($500,000.00).

12.   Term and Termination.

(a)   Term. The initial term of this Agreement begins on the Effective Date of the Statement of Work, and unless expressly specified otherwise in the Statement of Work or terminated earlier pursuant to this Agreement's express provisions, will continue in effect for two (2) years from such date (the "**Initial Term**"). This Agreement will automatically renew for successive additional one (1) year terms unless earlier

terminated pursuant to this Agreement's express provisions, or, unless Client gives Provider written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"). Provider must provide notice to Client of any increase in Fees at least sixty (60) days prior to the expiration of either the Initial Term or any Renewal Term. This Agreement remains in effect for so long as any Statement of Work is in effect.

(b)   <u>Termination</u>. In addition to any other express termination right set forth in this Agreement:

(i)   Provider may terminate this Agreement, effective on written notice to Client, if Client fails to pay any undisputed Fees when due hereunder, and such failure continues for more than thirty (30) days after Client's receipt of Provider's written notice thereof;

(ii)   either Party may terminate this Agreement, effective on such Party's delivery written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the breaching Party receives the non-breaching Party's written notice of such breach;

(iii)   either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or

(c)   <u>Effect of Expiration or Termination</u>. Upon expiration or earlier termination of this Agreement, Client shall immediately discontinue use of the System and Provider IP and. No expiration or termination will affect Client's obligation to pay all undisputed Fees that may have become due before such expiration or termination. Within ten (10) days of termination for any reason, Provider will, at Provider's sole expense, return all Client Data to Client, in Provider's standard format, which for the avoidance of doubt shall be as described in Exhibit 4. After thirty (30) days following the termination of this Agreement for any reason, Provider shall have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data in its system(s), or otherwise in its possession or under its control, and provide Client with a signed writing certifying such deletion.

(d)   <u>Survival</u>. Sections 1, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14, inclusive of all subsections therein, shall survive any termination or expiration of this Agreement.

13.   <u>Data Security</u>.

(a)   <u>Security Incident Procedure</u>. If Provider becomes aware of any Security Incident, then it shall: (i) comply with data breach obligations under applicable Data Protection Laws; (ii) notify Client without undue delay and provide Client with a description of the Security Incident, the type of data that was subject of the Security Incident, the identity of each affected data subject, the steps Provider has taken or intends to take in order to mitigate and remediate such Security Incident, and any other information as required by applicable Data Protection Laws; and (iii) take action at Provider's sole expense to investigate the Security Incident and to identify, prevent, and mitigate the effects of the Security Incident, and with the prior written approval of Client, to carry out any recovery or other action necessary to remedy the Security Incident.

(b)   Reimbursement. Subject to Section 11, Provider shall reimburse Client for reasonable costs Client incurs to send all notifications as required by applicable Data Protection Laws, and if reasonably requested by Client, provide credit monitoring and identity theft protection services to affected data subjects. Subject to Section 11 of this Agreement, Provider shall defend and indemnify Client for any Losses arising out of or resulting in any regulatory investigations or litigation relating to the Security Incident. -

14.   Miscellaneous.

(a)   Publicity. Provider may issue or release announcements, statements, or other publicity or marketing materials relating to this Agreement (each a "Promotion"), or otherwise use the Client's trademarks, in each case, with the prior written consent of Client, but solely on or in connection with the promotion, advertising, and resale of Producer's services. Producer shall reasonably comply with any policies provided to Producer by Client related to Client's trademarks, which may be amended from time to time in Client's sole discretion. Client, in its sole discretion, may at any time withdraw its consent for Provider to issue or release any Promotion by providing written notice of Client's withdrawal of consent, and Provider shall promptly remove, retract, or otherwise make publicly inaccessible any Promotion.

(b)   Nonsolicitation. The Parties agree that during the term of this Agreement, and for a period of one (1) year after termination of this Agreement, that neither Party shall directly or indirectly solicit for employment or employ, without the prior written consent of the other Party, any person employed then or within the preceding on (1) year by the other Party.

(c)   Entire Agreement. This Agreement, together with the Statement of Work and any other documents incorporated herein or therein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the Statement of Work, the related attachments, and any other documents incorporated herein or therein by reference, the following order of precedence governs: (i) first, this Agreement; (ii) second, the Statement of Work (unless any conflicting terms in the Statement of Work specifically refer to the terms in this Agreement that are being superseded by the Statement of Work); and (iii) third, any other documents incorporated herein or therein by reference.

(d)   Notices.   All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the Statement of Work (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(e)   Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, pandemic, epidemic, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing a shutdown or an embargo (each a "**Force Majeure Event**"). Either Party shall, in its sole discretion, be entitled to immediately terminate this Agreement upon written notice to Provider in the event that a Force Majeure Event lasts for a period of thirty (30) days or more.

(f)   Amendment and Modification; Waiver.   No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(g)   Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(h)   Governing Law; Submission to Jurisdiction.   This Agreement are governed by, and construed in accordance with, the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the state or federal courts sitting in the State of Ohio in each case located in the city of Columbus and County of Franklin. Each Party hereby: (i) irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding; (ii) irrevocably agrees that venue may only be laid in such courts; and (iii) irrevocably waives any argument contrary to Sections 14(g)(i) and/or 14(g)(ii) herein, including, but not limited to, any argument of *forum non conveniens*.

(i)   Assignment.   Neither Party hereto may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that Provider may assign this Agreement to its successor in connection with a sale of its business without obtaining consent of Client, and Client may assign this Agreement to its successor in interest in connection with any re-organization of its business or assignment as a matter of law. Subject to the foregoing, each and every covenant, term, provision, and agreement contained in this Agreement shall be binding upon and inure to the benefit of the Parties' permitted successors, executors, representatives, administrators, and assigns. Any assignment attempted in contravention of this Section will be void.

(j)   Export Regulation. Client shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the System or any Client Data outside the US.

(k)   US Government Rights. Each of the Documentation and the software components that constitute the System is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Client is an agency of the US Government or any contractor therefor, Client only receives those rights with respect to the System and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

(l) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Client, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise, except for any limitations set forth in this Agreement.

(m) Counterparts. The Statement of Work, execution of which binds the Parties to this Agreement, may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

EXHIBIT 1

Definitions

(a)　　"**Affiliate(s)**" means with respect to any entity, all persons or entities directly or indirectly controlling, controlled by or under common control with such entity, where control may be by either management authority, contract, or equity interest. As used in this definition, "control" and correlative terms have the meanings ascribed to such words in Rule 12b-2 of the Securities Exchange Act of 1934, as amended.

(b)　　"**Agreement**" shall mean this IPAS System Agreement and its exhibits, as the same may from time to time be amended in accordance with the terms hereof.

(c)　　"**Authorized Site**" and "**Authorized Server**" shall be set forth on the Statement of Work "Licensed Software and Authorized Environments" incorporated herein by this reference.

(d)　　"**Additional Support Option**" shall have the meaning set forth in Section 4(a)(ii).

(e)　　"**Authorized User**" means Client's employees, consultants, contractors, and agents (i) who are authorized by Client to access and use the System under the rights granted to Client pursuant to this Agreement and (ii) for whom access to the System has been purchased hereunder.

(f)　　"**Client Data**" means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client or an Authorized User through the System.

(g)　　"**Client Portal**." Shall have the meaning set forth in Section 3(d).

(h)　　"**Client Representative**" shall have the meaning set forth in Section 3(c).

(i)　　"**Customer Support Center**" shall have the meaning set forth in Section 3(d).

(j)　　"**Confidential Information**" shall have the meaning set forth in Section 6.

(k)　　"**Derivative Works**" shall mean, with respect to any Licensed Software, SaaS Services, or Documentation, any translation, abridgement, revision, modification, or other form in which such Provider IP may be recast, transformed, modified, adapted, or approved after acceptance.

(l)　　"**Disclosing Party**" shall have the meaning set forth in Section 6.

(m)　　"**Documentation**" means Provider's user manuals, handbooks, guides, and any other written materials relating to the System provided by Provider to Client either electronically or in hard copy form.

(n)　　"**Error**" shall mean, with respect to Licensed Software, a defect in the Source Code for such Licensed Software that prevents Licensed Software from functioning in substantial conformity with its published specifications.

(o)　　"**Feedback**" shall have the meaning set forth in Section 7(c).

(p)　　"**Fees**" shall have the meaning set forth in Section 5(a).

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(q)   "**Force Majeure Event**" shall have the meaning set forth in Section 14(d).

(r)   "**Initial Term**" shall have the meaning set forth in Section 12(a).

(s)   "**Licensed Software Enhancement**" shall mean, with respect to any Licensed Software, a computer program modification or addition, other than a Maintenance Modification, that alters the functionality of, or adds new functions to, such Licensed Software.

(t)   "**Licensed Software**" shall mean all software licensed by Provider to Client at Authorized Site(s) set forth in the Statement of Work.

(u)   "**Losses**" shall have the meaning set forth in Section 10(a)(i).

(v)   "**Maintenance Modifications**" shall mean, with respect to Licensed Software, a computer software change to correct an Error in, and integrated into, such Licensed Software.

(w)   "**Notice**" shall have the meaning set forth in Section 14(c).

(x)   "**Object Code**" shall mean computer programs assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse-compiling, or reverse-engineering.

(y)   "**Personal Information**" means any data that is protected as "personal information," "personally identifiable information," "personal data," or any other comparable term under any applicable Data Protection Law and that is provided by, or on behalf of, Client to Provider, or that Provider processes at the direction of Client, as part of Provider providing the System and/or Support Services to Client.

(z)   "**Point Release**" shall mean an improvement in the Licensed Software that does not significantly change the function of the program and is indicated by a sub-number appearing to the right of an initial decimal (i.e., 1.1 or 1.1.1).

(aa)   "**Provider IP**" means the System, the Documentation, and any and all intellectual property provided to Client or any Authorized User in connection with the foregoing.

(bb)   "**Receiving Party**" shall have the meaning set forth in Section 6.

(cc)   "**Renewal Term**" shall have the meaning set forth in Section 12(a).

(dd)   "**SaaS Services**" means the software as a service (SaaS) offering described in the Statement of Work or on Exhibit 3.

(ee)   "**Security Incident**" shall have the meaning set forth in Section 8(g).

(ff)   "**Service Level Table**" shall mean the table set forth in Section 2.1 in Exhibit 2.

(gg)   "**Service Suspension**" shall have the meaning set forth in Section 2(g).

(hh)   "**Source Code**" shall mean computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.

(ii)   "**Standard Support**" shall have the meaning set forth in Section 4(a)(i).

(jj)   "**Statement of Work**" means the written document (hard copy or digital) or other expression of agreement (e.g., checking a box, email authorization) that identifies the System components purchased, start date, applicable fees, and other applicable terms, which is hereby incorporated into this Agreement by reference.

(kk)   "**Subsidiary**" or "**Subsidiaries**" means, with respect to any person, corporation, company or other similar business entity of which more than fifty percent (50%) of the outstanding shares or other equity interests (in the case of persons other than corporations) having ordinary voting power to elect a majority of the board of directors or the equivalent thereof of such corporation, company, or similar business entity (irrespective of whether at the time shares of any other class or classes of the shares of such corporation, company or similar business entity shall or might have voting power upon the occurrence of any contingency) is at the time directly or indirectly owned by such person, by such person and one or more other Subsidiaries of such person, or by one or more other Subsidiaries of such person.

(ll)   "**Support Availability Window**" shall have the meaning set forth in Section 4(a)(i)(B).

(mm)   "**Support Services**" shall mean the ancillary products or services associated with the System provided to Client by Provider pursuant to Section 4 of this Agreement, inclusive of, but not limited to, Standard Support and Additional Support Options.

(nn)   "**System**" shall mean Licensed Software, SaaS Services, and Support Services that together comprise a software solution system known as the IntelliCloud Payables Automation System or IPAS.

(oo)   "**Term**" shall have the meaning set forth in Section 12(a).

(pp)   "**Third-Party Claim**" shall have the meaning set forth in Section 10(a)(i).

(qq)   "**Third-Party Products**" means any products or services provided by an entity other than Provider that are described in the Statement of Work or otherwise requested by Client, and provided with, and/or otherwise incorporated into, the System.