



### 1. INTRODUCTION

Permission to download, install and use this software is contingent upon the User of the Software ("User") agreeing to the terms and conditions of this license Agreement ("Agreement"). This Agreement will be between Sengen, LLC, its affiliates and/or assigns ("Sengen") and the User. This Agreement will govern the User's use of the software product Answergen and/or versions ("Software") of the product created for the User.

The download and/or use of the Answergen software constitutes the acceptance of the terms in this Agreement. If you are downloading and/or installing Answergen on behalf of a third party, you represent and warrant to Sengen you are authorized to accept this Agreement on behalf of the third party.

This Agreement is a legally enforceable contract between the User and Sengen and the User acknowledges downloading and/or using Answergen constitutes an acceptance of the terms and conditions in this Agreement. User will not assign or transfer this Agreement or its rights and obligations under this Agreement to any party without the prior written consent of Sengen. Any attempt by User to assign this Agreement or its rights and obligations hereunder will be null and void, and will constitute a material breach of this Agreement.

### 2 LICENSE GRANT

The Software is the property of Sengen or its licensors and is protected by copyright and other laws. While Sengen continues to own the Software, Sengen hereby grants to the User a limited, non-transferable, non-exclusive, license to use the Software and the documentation licensed solely for the internal business operations of User, as applicable in accordance with this Agreement. User may not provide access to the Answergen software or documentation with the express written permission of Sengen which shall be provided at its sole discretion.

### 3. LICENSE TERM.

The term of each license for the Software shall be either perpetual or on a subscription basis as set forth in the Ordering Agreement. If licensed on a subscription basis, the term shall be for the period defined in the Ordering Agreement commencing on the Purchase Date, and on expiration, Customer must cease using and return or destroy all copies of the Software.

Notwithstanding the foregoing, if the Software is being provided for demonstration, beta testing, or evaluation purposes, then User agrees (a) to use the Software solely for such purposes, (b) that the Software will not be used or deployed in a production or development environment, and (c) that such use shall automatically terminate upon the earlier of thirty days from the date Customer receives the right to install the Software, or Customer's receipt of notice of termination from Sengen.

### 4. Maintenance

Maintenance, if ordered, including first year and all subsequent years, is provided under the policies set forth in the Ordering Agreement in effect at the time Maintenance services are provided. The policies set forth in the Ordering Agreement, incorporated in this Agreement, are subject to change at Sengen's discretion; however the level of Maintenance service provided by Sengen will not be materially reduced during the period for which Maintenance fees have been paid by User. Software must be properly licensed and annual Maintenance fees paid. Sengen is not obligated to continue providing Maintenance if annual Maintenance fees have not been paid.

Services. User may request additional services ("Services") either in an Ordering Agreement, or by a separate mutually executed work order, statement of work or other work-request document.



## 5. LICENSE RESTRICTIONS.

Except to the extent required by local copyright or other laws whose application is incapable of exclusion by Agreement, User shall not: (a) use, copy, maintain, distribute, sell, market, sublicense, rent, make corrections to, modify, or create derivative works based on the Answergen software; (b) reverse assemble, reverse compile, reverse engineer or otherwise translate the Answergen software; (c) modify, adapt, translate based upon the Answergen software or documentation or combine or merge any part of the Software or the documentation with or into any other software or documentation; (d) offer, use or sublicense or otherwise commercially exploit the Answergen software as a revenue-generating product or service for the benefit of a third party or in a service bureau, commercial time - sharing, rental, software as a service (SaaS), or outsourcing context except where previously agreed in writing by Sengen; or (e) provide the Answergen Software or documentation to any entity or person. If a serial number, password, license key or other security device is provided to User for use with the Software, User may not, and will not permit its authorized users to, share or transfer such security device with or to any other user of the Software or any other third party.

## 6. INTELLECTUAL PROPERTY RIGHTS

Sengen shall own all right, title and interest, including all related intellectual property rights, in and to, the Software and documentation and related and derivative works. Any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by User or any other party relating to the Software shall also be owned by Sengen. The Sengen name, the Sengen and/or Answergen logo, and the product names associated with the Software are trademarks of Sengen or third parties, and no right or license is granted to use them without Sengen's express authorization. Sengen and its licensors reserve any and all rights not expressly granted in this Agreement.

User does not acquire any right, title or interest in or to the Software or documentation except as expressly set forth herein. User will not register, nor attempt to register any patent or copyright which, in whole or in part, incorporates any Sengen intellectual property without the prior written consent of Sengen. In the event that User makes suggestions, improvements or modifications to Sengen regarding new features, functionality or performance that Sengen adopts for the Software, such new features, functionality or performance shall be deemed to be automatically assigned under this Agreement to, and shall become the sole and exclusive property of, Sengen.

User does not receive under this Agreement either any license or other right to use any of Sengen's proprietary trademarks, including without limitation, the Answergen® trademark, and all such rights are hereby reserved by Sengen, or any ownership rights in or to any Answergen® Applications developed or otherwise created by or for Sengen in connection with its performance of any professional services on User's behalf.

Maintenance

## 7. LIMITED WARRANTY AND DISCLAIMERS

To the extent permitted by law, Sengen warrants for a period of sixty (60) days, that the Software will perform substantially in accordance with the documentation when operated in accordance with the documentation including all software and/or hardware system requirements referenced therein.

User must report any alleged non-conformance of the warranty to Sengen in writing during the applicable warranty period. User's exclusive remedy and Sengen's sole liability with regard to a breach of the warranty shall be, at Sengen's option and expense, to either repair or replace the non-conforming Software; or refund to User of license and maintenance fees paid for the non-conforming Software.



If Sengen elects to facilitate the return of the applicable license and maintenance fees paid for the non-conforming Software User shall promptly return the non-conforming Software and documentation to Sengen or establish to Sengen's satisfaction that it has destroyed/uninstalled the applicable Software and documentation; and the licenses granted to User hereunder in respect of such non-conforming Software and documentation shall automatically terminate.

To the extent permitted by law, Sengen will have no liability to User in respect of the warranty for any claim that: (a) arises out of any unauthorized use, reproduction, or distribution of the Software or documentation by User; (b) arises out of any modification or alteration of the Software or documentation by anyone other than Sengen without the written approval of Sengen; (c) arises out of the use of the Software in combination with any other software or equipment not supported in the documentation; or (d) would have been avoided by use of any Updates to the Software or documentation.

User's first remedy, and Sengen's first obligation under this warranty shall be, if User notifies Sengen in writing of the non-conformity within the Warranty Period, at User's option, either repair or replacement of the non-conforming Software. If Sengen finally fails to correct an error or deficiency, User shall be entitled to issue a final written deadline of at least one (1) further month for rectification of that error or deficiency. If Sengen fails to rectify the error or deficiency within the further one (1) month period, User shall be entitled to a refund of such amount of the license fee paid by User which corresponds to the loss of functionality caused by such error or deficiency.

### 8. DISCLAIMERS.

To the extent permitted by law, Sengen does not represent, warrant or make any commitment that: (a) the Software will meet User's requirements; (b) the Software will operate in combination with other hardware or software, except as expressly specified in the documentation; or (c) operation of the Software will be uninterrupted or error free. THE LIMITED WARRANTY STATED IN SECTION 4 SET FORTH THE ONLY REPRESENTATIONS AND WARRANTIES CONCERNING THE SOFTWARE AND THE DOCUMENTATION. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN SECTION 4 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE, THE DOCUMENTATION AND MAINTENANCE ARE PROVIDED "AS IS", AND Sengen AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER EXPRESS OR IMPLIED (BY STATUTE, COMMON LAW OR OTHERWISE) INCLUDING WITHOUT LIMITATION, AS TO THEIR ACCURACY, TIMELINESS, COMPLETENESS, RESULTS, TITLE, NONINFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EVEN IF Sengen HAS BEEN INFORMED OF SUCH PURPOSE, AND ANY REPRESENTATIONS, WARRANTIES OR OTHER TERMS ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

### 9. LIMITATION OF LIABILITY

To the extent permitted by law, Sengen's and its suppliers', Resellers' and Affiliates' aggregate and cumulative liability for damages (regardless of the form of action, whether in contract, tort (including but not limited to negligence) or otherwise) shall in no event exceed the amount of fees paid by User under this Agreement for the Software in respect of which the claim arose and, if such damages relate to particular Software, such liability shall be limited to the fees paid for such Software.

Except for User's: (a) non-compliance with the use restrictions contained within this Agreement or violation of Sengen's intellectual property rights; (b) breach of its obligations under Section 8 (Confidentiality); (c) obligation to pay; and/or (d) fraud or fraudulent misrepresentation, User's aggregate and cumulative liability for damages, regardless of the form of action, whether in contract, tort (including but not limited to negligence) or otherwise,



shall in no event exceed the total amounts paid and payable by User to the Reseller for: (a) all the Answergen products ordered prior to the effective date of this Agreement; and (b) the Software supplied pursuant to this Agreement.

TO THE EXTENT PERMITTED BY LAW, EXCEPT FOR USER'S: (a) NON-COMPLIANCE WITH THE USE RESTRICTIONS CONTAINED WITHIN THIS AGREEMENT OR VIOLATION OF SENGEN'S INTELLECTUAL PROPERTY RIGHTS; AND/OR (b) BREACH OF USER'S OBLIGATIONS PURSUANT TO SECTION 8 (CONFIDENTIALITY) IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE SUPPLIERS, RESELLERS OR AFFILIATES BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUES, SAVINGS, GOODWILL, BUSINESS INTERRUPTION, BUSINESS REPUTATION, LOST DATA OR INACCURACY OF ANY DATA OR COST OF SUBSTITUTE GOODS OR SOFTWARE REGARDLESS OF THE THEORY OF LIABILITY OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS, HOWSOEVER ARISING, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS Agreement SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY SET FORTH ABOVE. ACCORDINGLY, SOME OF THE LIMITATIONS MAY NOT APPLY TO USER. TO THE EXTENT THAT SENGEN MAY NOT, AS A MATTER OF MANDATORY APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE OR DURATION OF SUCH WARRANTY AND THE EXTENT OF SENGEN'S LIABILITY SHALL BE THE MINIMAL PERMITTED UNDER SUCH APPLICABLE LAW.

### 10. TERMINATION

This Agreement is effective until terminated. Sengen may terminate this Agreement immediately at any time by written notice to User if User has breached any of the terms of this Agreement. Upon termination, the license(s) to use the Software hereunder shall terminate and User agrees to promptly uninstall, destroy or return to Sengen all copies of the Software and documentation and to certify in writing that all known copies, including backup copies, have been uninstalled, destroyed or returned to Sengen. All provisions relating to confidentiality, Sengen's ownership and proprietary rights, limitations of liability, disclaimers of warranties, waiver, audit and governing law and jurisdiction shall survive the termination of this Agreement. Termination shall not affect or prejudice either party's rights accrued as at the date of termination.

### 11. CONFIDENTIALITY

User agrees to hold in confidence Confidential Information until User receives written notice from Sengen that the Confidential Information ceases to be confidential. User further agrees that User shall not use Confidential Information except to the extent necessary to exercise the license granted to User by Sengen hereunder. User will protect Confidential Information from unauthorized distribution and use with the same degree of care that User uses to protect its own like information, but in no event less than a reasonable degree of care. User acknowledges and agrees that, due to the unique nature of the Confidential Information, there can be no adequate remedy at law for breach of this Section 8 and that such breach would cause irreparable harm to Sengen; therefore Sengen will be entitled to seek immediate injunctive relief, in addition to any remedies otherwise available at law or under this Agreement.

### 12. VERIFICATION AND AUDIT

At Sengen's written request, but not more frequently than once annually, User shall furnish Sengen with a document signed by User's authorized representative verifying that the Software is being used pursuant to the terms of this Agreement and documentation. In the event that User is not in compliance with the terms



of this Agreement, User shall promptly report any discrepancies in the verification document. User agrees to implement reasonable security controls to ensure compliance with the intended use of the Software authorized by this Agreement.

### 13. GENERAL PROVISIONS

“Affiliate” includes any entity which controls, is controlled by, or is under common control with Sengen or User, as applicable, where “control” means the legal, beneficial or equitable ownership of at least a majority of the aggregate of all voting equity interests in such entity, but only for so long as such control exists .

“Confidential Information” means any confidential or proprietary information which relates to Sengen’s trade secrets, Software, source code for the Software, the documentation, services, deliverables, training materials, technology, research, development, pricing, product plans, marketing plans, business information, proprietary materials including visual expressions, screen formats, report formats, design features, ideas, methods, algorithms, and concepts used in the design and all future modifications and enhancements. Confidential Information shall also include third party data or information that was disclosed to User under a duty of confidentiality. Confidential Information also includes any information, in whatever form, disclosed or made available by Sengen to User that relates to or is contained within Sengen Confidential Information and that is not publicly known. Confidential Information does not include information that: (a) enters the public domain through no fault of User; (b) is communicated to User by a third party under no obligation of confidentiality; (c) has been independently developed by User without reference to any Confidential Information; (d) was in User’s lawful possession prior to disclosure and had not been obtained either directly or indirectly from Sengen; and (e) is required to be disclosed by law, provided User has promptly notified Sengen in writing of such requirement.

“Documentation” means the then-current User documentation published and made generally available by Sengen for the Software in the form of manuals and function descriptions in printed or electronic form, as the same may be modified by Sengen from time to time. The terms contained in this documentation are hereby incorporated into this Agreement by reference.

“Reseller” means the Sengen authorized reseller from which User has purchased the Software.

“Software” means: (a) the version of Sengen’s proprietary Answergen® software in object code form licensed under this Agreement; and (b) any Updates thereto made available to Users who are current on their maintenance fees.

“Updates” means any error corrections (patches) to the Software or a new version or new release of the Software, as the context requires, that Sengen makes generally available to its customers at no additional charge who are current on their maintenance fees. Updates shall not include new or separate products, including, without limitation, any new version, which Sengen offers only for an additional fee to its customers generally, including those customers who have purchased maintenance.

### 14. ENTIRE AGREEMENT.

To the extent permitted by law, this Agreement supersedes all prior or contemporaneous Agreements or representations including all non-disclosure or confidentiality Agreements, whether written or oral, concerning the subject matter hereof. No addition to, or modification of, any provision of this Agreement shall be binding



upon the parties unless expressly stated to amend the terms hereof and approved by a duly authorized representative of each party. User represents and acknowledges that in entering into this Agreement it did not rely on any representations (whether innocent or negligent), warranties, or terms other than those expressly set forth in the documentation and this Agreement. The English language version of this Agreement shall be the version used when interpreting or construing this Agreement.

### 15. GOVERNING LAW AND JURISDICTION.

This Agreement is governed by the law of the jurisdiction of the State of Florida. Any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be brought before the courts or arbitration board in the State of Florida and the parties hereby expressly and irrevocably submit to the jurisdiction of such courts for the purpose of any such suit, action, or proceeding.

### 16. NOTICES.

All notices and other communications given or made pursuant to this Agreement concerning a breach, violation or termination hereof will be in writing and will be delivered: (a) by certified or registered mail; (b) by an internationally recognized express courier; or (c) by facsimile, with confirmation of successful transmission. All notices or other communications to Sengen shall be addressed to:

Sengen  
1130 Creekside Parkway, #11038  
Naples, FL 34108

### 17. SEVERABILITY

If any provision of this Agreement is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain in full force and effect. Any term which refers to a legal concept or process which exists in one jurisdiction shall be deemed to include a reference to the equivalent or analogous concept or process in any other jurisdiction in which this Agreement may apply or to the laws of which a party may be or become subject.

### 18. SUCCESSORS.

All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and permitted assigns of Sengen and User.

### 19. WAIVER.

No term of this Agreement shall be deemed waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the party issuing the same.

### 20. LIMITATION.

No action, regardless of form, arising out of this Agreement may be brought by User more than one (1) year after the cause of action arose.