

Fed Reporter Software License Agreement

This Fed Reporter Software License Agreement (the “Agreement”) is between the licensee named in the purchase that references this Agreement (“you” and its cognates), and Fed Reporter, Inc. (“FED REPORTER”), the licensor. FED REPORTER may modify this Agreement from time to time, subject to the terms below.

The parties agree:

The “Effective Date” of this Agreement is the date which is the earlier of (a) your initial access to, or use of, the Software (as defined below) or (b) the effective date of the first purchase order referencing this Agreement.

This Agreement governs your purchase of the software described in the purchase order that references these terms (the “Software”), support and maintenance for the Software, and any additional services, as well as any future purchases made by you that reference this Agreement. The term “Software” includes all corresponding documentation provided to you unless otherwise specified.

You should carefully read the following terms and conditions before installing the Software on your computer. Installing the Software indicates your acceptance of these terms and conditions. If you do not agree with the terms and conditions, then you must promptly remove the Software from all computer systems.

SOFTWARE:

FED REPORTER provides this Software and licenses its use in the United States and its territories. You assume responsibility for the selection of the Software to achieve your intended results, and for the installation, use, and results obtained from the Software.

Your License Rights. Subject to the terms and conditions of this Agreement, FED REPORTER grants you a non-exclusive, non-sublicensable and non-transferable license to install and use the Software during the applicable License Term for your own business purposes, in accordance with this Agreement, your applicable scope of use, all corresponding documentation and all applicable laws. You may install and use the Software on a network server and/or multiple workstations for each entity or entities depending on the number of licenses purchased or authorized by FED REPORTER.

Restrictions. Except as otherwise expressly permitted in this Agreement, you will not: (a) reproduce, modify, adapt or create derivative works of any part of the Software; (b) rent, lease, distribute, sell, sublicense, transfer, or provide access to the Software to a third party; (c) use the Software for the benefit of any third party; (d) incorporate the Software into a product or service you provide to a third party; (e) interfere with any license key mechanism in the Software or otherwise circumvent mechanisms in the Software intended to limit your use; (f) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to the Software, except to the extent expressly permitted by applicable law (and then only upon advance written notice to us); (g) remove or obscure any proprietary or other notices contained in the Software; (h) use the Software for competitive analysis or to build competitive products; (i) publicly disseminate information regarding the performance of the Software; or (j) encourage or assist any third party to do any of the foregoing.

System Requirements. You are solely responsible for ensuring that your systems meet the hardware, software and any other applicable system requirements for the Software as specified in the Documentation. FED REPORTER will have no obligations or responsibility under this Agreement for issues caused by your use of any third-party hardware or software.

SUPPORT:

You acknowledge that FED REPORTER's support obligations are limited to the current version of the Software. You shall install all updates or new versions of the Software.

PRIVACY TERMS:

FED REPORTER may collect certain data and information from you in connection with the use of the Software and otherwise in connection with this Agreement. All such data and information will be collected and used by FED REPORTER in accordance with FED REPORTER's Privacy Policy (<https://www.regnology.net/en/privacy-statement/>), the receipt of which you hereby acknowledge and to which terms you hereby consent.

TERM:

Unless otherwise provided for in your invoice, the license is effective for one (1) calendar year, commencing upon the date that you first receive the Software from FED REPORTER. After the one-year term, the license shall immediately expire unless renewed and purchased

for an additional one-year term(s). The license may also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement, as determined by FED REPORTER in its sole discretion. Upon such termination, which shall be effective immediately upon service of notice by email (to the email address provided by you below and/or the email address of your employee/agent who purchased the Software), you agree to delete the Software from all of your systems within 5 business days of your receipt of said notice.

LIMITED WARRANTY:

FED REPORTER warrants that for a period of ninety (90) days from delivery of the Software, the Software will operate materially in accordance with the Documentation. Your sole and exclusive remedy in case of a non-conformity is for FED REPORTER to use commercially reasonable efforts to correct the non-conformity or provide a workaround." FED REPORTER is not responsible for any problems caused by changes in the operating characteristics of the computer hardware or operating system which are made after the delivery of the Software.

Any implied warranties including any warranties of merchantability or fitness for a particular purpose are limited to the terms of the express warranties stated herein. FED REPORTER does not warrant that the functions contained in the Software will meet your requirements.

Although FED REPORTER strives to provide accurate information, this information is not a substitute for professional accounting advice, and you should not rely solely on the output from the Software. FED REPORTER is not responsible for data produced by the Software and conveyed to another individual or entity, and such data should be thoroughly reviewed.

The warranties set forth above are in lieu of all other warranties, whether oral, written, express, or implied, and the remedies set forth above are your sole and exclusive remedies. Only an authorized officer of FED REPORTER may make modifications to this warranty (or additional warranties binding on FED REPORTER), which modifications must be stated in writing and signed by said authorized officer. Accordingly, additional statements such as advertising or presentations, whether oral or written, do not constitute warranties by FED REPORTER and should not be relied upon as such. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

FED REPORTER shall not in any case be liable for special, incidental, consequential, indirect, or other similar damages arising from any breach of these warranties even if FED REPORTER or its agent has been advised of the possibility of such damages.

LIMITATION OF LIABILITY:

You hereby agree to defend, indemnify, and hold harmless FED REPORTER, and any of its and its directors, officers, employees, and agents from and against any loss, cost, liability or damage (including attorney's fees) arising from or relating to any claim brought against FED REPORTER as a result of your use of the Software.

Notwithstanding the foregoing, nothing in this Agreement limits or excludes any liability that cannot be limited or excluded under applicable law.

Subject to applicable law, FED REPORTER's total aggregate liability hereunder will in no event exceed (a) the total fees paid by you in the twelve (12) month period immediately preceding any event that creates liability, or (b) 10,000 USD, whichever is lower.

GENERAL:

Fees and Payment. Unless otherwise expressly agreed, you shall pay the fees and all other costs invoiced by FED REPORTER in full, without deductions, within 30 calendar days of the invoice date.

This Agreement will be governed by the laws of the State of California.

In any litigation between the parties related to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and expenses and actual costs of suit, in addition to any other remedies available at law or equity.

None of the provisions of this Agreement may be waived or modified except expressly in writing and signed by both parties.

If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

Each party has had the opportunity to seek the advice of counsel or has refused to seek the advice of counsel. Each party and its counsel, if appropriate, have participated fully in the drafting, review, and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against either party.

This Agreement may be executed in parts, by fax, or other similar electronic means.

EXPORT CONTROL:

“Export Control” means all applicable export control and economic sanctions laws and regulations, including but not limited to the U.S. Export Administration Regulations (EAR), sanctions programs administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC), the International Traffic in Arms Regulations (ITAR), and EU Regulation 2021/821 as amended.

Both parties represent and warrant that they, and any entities or individuals that own or control them, are not sanctioned persons, or otherwise subject to restricted party lists under Export Control laws.

You shall notify FED REPORTER without undue delay of any material breach of covenants in this section. Any breach of this Section by the you shall constitute a material breach of this Agreement, allowing FED REPORTER to terminate the Agreement immediately with written notice.

You shall not and shall not facilitate, permit, or allow the access and use of the Services to its Authorised Entities, Users and any other persons to import, export, re-export, or in-country transfer (whether directly or indirectly):

- a. to Belarus, Cuba, Iran, Libya, Myanmar (Burma), North Korea, Russia, Sudan, Syria, Venezuela, Yemen, or the regions of Crimea, Donetsk, Luhansk, Zaporizhzhia and Kherson in Ukraine, or
- b. to any country, region, or individual in violation of applicable laws, regulations, or restrictions, including sanctions, trade laws, or encryption laws; or
- c. in a manner that breaches or causes the breach of Export Control laws.

In performing its obligations under the Agreement, each Party shall comply with all laws, statutes, standards and regulations applicable to it and relating to sanctions imposed by the European Union, the United Kingdom, and the United States and their respective relevant authorities; anti-bribery and anti-corruption; anti-money laundering (AML) and counter-terrorist financing (CTF); fraud; tax evasion; conflict of interests; modern slavery; data protection; health and safety; and environmental protection.

CONTACT:

If you have any question concerning this Agreement, you may contact

Fed Reporter, Inc.

PO Box 5010

La Quinta, CA 92248-5010

USA,

+1 888-972-3772.

ACKNOWLEDGEMENT:

You acknowledge that you have read this agreement, understand it, and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between you and FED REPORTER which supersedes any proposal or prior agreement, oral or written, and any other communications between you and FED REPORTER relating to the subject matter of this Agreement.

