

Razorleaf Corporation License and Subscription Service Agreement

The terms and conditions that follow set forth a legal agreement ("Agreement") between you (either an individual or an entity), the end user, and Razorleaf Corporation an Ohio Company with its principal place of business at 3766 Fishcreek Rd, #291, Stow, OH 44224 USA ("Razorleaf"), relating to the computer software about to be downloaded or installed and certain other software licensed by Razorleaf if applicable (the "Software"). The term "Software" includes, and these terms and conditions also apply to (i) any updates or upgrades to the Software that you may receive from time to time under a subscription service or other support arrangement, and (ii) any add-in modules to the software you may order and install from time to time. You may not load or use the Software on any computer or copy it without a license from Razorleaf. Razorleaf hereby offers you a non-exclusive license on the terms set out in this Agreement. You should carefully read these terms and conditions BEFORE opening the case that contains the Software or installing and using the Software. Opening the case containing the Software or installing and using the Software will signify your agreement to be bound by these terms and conditions. If you do not agree to these terms and conditions, cancel the software download or installation, remove all copies of the software from all computers and promptly return the case containing the Software and the accompanying items (including written materials) for a refund according to the Razorleaf refund policy if applicable. This is a license agreement and not an agreement for sale.

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1.B. Security Mechanisms. Razorleaf reserves the right to embed a software security mechanism within the Software to monitor usage of the software to verify your compliance with this license. Such a security mechanism may store data relating to the use of the Software and the number of times it has been copied. Razorleaf reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to the Software. You may not take any steps to avoid or defeat the purpose of any such measures. Use of any Software without any required lock device or authorization key provided by Razorleaf is prohibited.

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4. **Subscription Service.** If you subscribe to a subscription service for the Software you have licensed hereunder, and by paying the fee therefor, you will be entitled to receive for such copy: 24 hour by 7 day/week on-line web access to "download" the latest updates to the Software; all major upgrades for the Software released during the subscription period; and email support services from Razorleaf. The term of this service runs for one year from the first day of the month following the date you ordered subscription service. It shall automatically renew from year to year unless one party notifies the other party in writing of its desire not to renew the term, at least 30 days prior to the end of a term. Software that is delivered as an upgrade or update to a previous version of the licensed Software must replace the previous version - no additional license is granted; you may install only such number of updates as equal the number of subscription service fees for which you have paid.

5. **Term.** The license granted herein will continue until it is terminated in accordance with this Article 5. Razorleaf may terminate the license granted herein immediately upon written notice to you (i) for justified cause, including without limitation breach of any provision of Articles 1, 2 or 3 of this Agreement, or (ii) if you breach any provision of this Agreement and fail to cure such breach within fifteen (15) days of notice thereof. Upon the termination of the license, you will promptly return to Razorleaf or destroy all copies of the Software and Documentation covered by the license as instructed by Razorleaf. The provisions of Articles 2, 3, 5, 7 and 10 of this Agreement shall survive any termination of this Agreement.

6. **Responsibility for Selection and Use of Software:** You are responsible for the supervision, management and control of the use of the Software, and output of the Software, including, but not limited to: (1) selection of the Software to achieve your intended results; (2) determining the appropriate uses of the Software and the output of the Software in your business; (3) establishing adequate independent procedures for testing the accuracy of the Software and any output; and (4) establishing adequate backup to prevent the loss of data in the event of a Software malfunction. The Software is a tool that is intended to be used only by trained professionals. It is not to be a substitute for professional judgment; you are solely responsible for any results obtained from using the Software.

7. Limited Warranty, Exceptions & Disclaimers

a. **Limited Warranty.** Razorleaf warrants that the Software will be free of defects in materials and will perform substantially in accordance with the Documentation for a period of ninety (90) days from the date of receipt by you. Razorleaf also warrants that any services it provides from time to time will be performed in a workmanlike manner in accordance with reasonable commercial practice. Razorleaf does not warrant that the Software or service will meet your requirements or that the operation of the Software will be uninterrupted or error free or that any internet tool or service will be completely secure. Razorleaf' entire liability and your sole remedy under this warranty shall be to use reasonable efforts to repair or replace the nonconforming media or Software or re-perform the service. If such effort fails, Razorleaf or Razorleaf' distributor or reseller shall (i) refund the price you paid for the Software upon return of the nonconforming Software and a copy of your receipt or the price you paid for the service, as appropriate, or (ii) provide such other remedy as may be required by law. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days from the date of receipt by you, whichever is longer.

b. **Exceptions.** Razorleaf's limited warranty is void if breach of the warranty has resulted from (i) accident, corruption, misuse or neglect of the Software; (ii) acts or omissions by someone other than Razorleaf; (iii) combination of the Software with products, material or software not provided by Razorleaf or not intended for combination with the Software; or (iv) failure by you to incorporate and use all updates to the Software available from Razorleaf.

c. Limitations on Warranties. The express warranty set forth in this Article 7 is the only warranty given by Razorleaf with respect to the Software and Documentation furnished hereunder and any service supplied from time to time; Razorleaf and its licensors, to the maximum extent permitted by applicable law, make no other warranties, express, implied or arising by custom or trade usage, and specifically disclaim the warranties of merchantability and fitness for a particular purpose. In no event may you bring any claim, action or proceeding arising out of the warranty set forth in this Article 7 more than one year after the date on which the breach of warranty occurred.

d. Limitations on Liability. You recognize that the price paid for the license rights herein may be substantially disproportionate to the value of the products to be designed in conjunction with the Software. For the express purpose of limiting the liability of Razorleaf and its licensors to an extent which is reasonably proportionate to the commercial value of this transaction, you agree to the following limitations on Razorleaf' and its licensors' liability. Except as required under local law, the liability of Razorleaf and its licensors, whether in contract, tort (including negligence) or otherwise, arising out of or in connection with the Software or Documentation furnished hereunder and any service supplied from time to time shall not exceed the license fee you paid for the Software or any fee you paid for the service. In no event shall Razorleaf or its licensors be liable for special, indirect, incidental, punitive or consequential damages (including without limitation damages resulting from loss of use, loss of data, loss of profits, loss of goodwill or loss of business) arising out of or in connection with the use of or inability to use the Software or Documentation furnished hereunder and any service supplied from time to time, even if Razorleaf or its licensors have been advised of the possibility of such damages. However, certain of the above limitations may not apply in some jurisdictions.

8. European Software Directive. If the provisions of the Council of European Communities Directive of May 14, 1991 on the Legal Protection of Computer Programs as implemented in applicable national legislation (the "Software Directive") apply to your use of the Software, and you wish to obtain the information necessary to achieve interoperability of an independently created computer program with the Software as permitted under Article 6 of the Software Directive ("Interoperability Information"), you must notify Razorleaf in writing, specifying the nature of the Interoperability Information you need and the purpose for which it will be used. If Razorleaf reasonably determines that you are entitled to such Interoperability Information under the Software Directive, Razorleaf shall, at its option, either (i) provide such Interoperability Information to you, or (ii) allow you to reverse engineer the Software, within the limits and for the purposes prescribed by the Software Directive, solely to the extent indispensable to obtain such Interoperability Information. If Razorleaf elects clause (i), you will provide any information and assistance reasonably requested by Razorleaf to enable Razorleaf to perform clause (i), and Razorleaf may charge you a reasonable fee for making available the requested Interoperability Information, unless such a fee is prohibited under the Software Directive.

9. Shutdown Feature. You acknowledge and agree that the Software contains an automatic shutdown feature (the "Shutdown Feature") which if activated will render the Software inoperable. The Shutdown Feature may automatically activate after the Software is installed unless a valid License Code that overrides the Shutdown Feature ("License Code") is entered and regularly validated. To obtain your License Code you must register with Razorleaf, either by returning the Registration Card included with the Software or providing Razorleaf electronically the information requested in the installation process. Upon receipt of the registration information, and confirmation of payment where applicable, Razorleaf will issue you a License Code. In the case of subscription based licensing, the Shutdown Feature will be activated on the first day following the last date of paid usage ("License Paid-Through Date").

10. General Provisions: You acknowledge that the Software and the Documentation may be subject to the export control laws of the United States or the United Kingdom and agree not to export or re-export the Software or the Documentation (i.e., move the Software from the country in which you first licensed it) without the appropriate United States or foreign government licenses and the written approval of Razorleaf and its licensors. This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of The State of Ohio without regard to the United Nations Convention on Contracts for the International Sale of Goods and will be deemed a contract under seal. The English language version of this Agreement shall be the authorized text for all purposes, despite

translations or interpretations of this Agreement into other languages. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible and the remainder of this Agreement shall remain in full force and effect.

11. U.S. Government Restricted Rights. Use, duplication or disclosure by the Government is subject to restrictions as set forth in FAR 52.227-19 (Commercial Computer Software - Restricted Rights), DFARS 252.227-7202 (Commercial Computer Software and Commercial Computer Software Documentation) and in this Agreement, as applicable. Contractor/Manufacturer: Razorleaf, 3766 Fishcreek Rd, #291, Stow, OH 44224.

12. Canadian Sales. If you purchased this product in Canada, you agree to the following: The parties hereto confirm that it is their wish that this Agreement, as well as other documents relating hereto, including Notices, have been and shall be written in the English language only.

Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattache, soient rédigés en langue anglaise.

You further agree that this Agreement is the complete and exclusive statement of your agreement with Razorleaf relating to the Software and subscription service and supersedes any other agreement, oral or written, or any other communications between you and Razorleaf relating to the Software and subscription service; provided, however, that this Agreement shall not supersede the terms of any signed agreement between you and Razorleaf relating to the Software and subscription service.

Appendix – Razorleaf Standard Service Levels

In accordance with the terms of this license agreement, Razorleaf provides the following standard service levels. In the event that additional services, or higher levels of specified services are required, they may be purchased under separate contract.

- **Problem Report Incidents:**
90 days unlimited for problem reports specifically related to software function
- **Installation, Configuration, Upgrade, and Training Incidents:**
Available by separate contract only, except if specifically specified as part of software license purchase or license purchase with bundled services
- **Support Hours:**
Monday-Friday, excluding holidays 8am – 5pm (Eastern US Time zone)
- **Response Times:**
One to two business days initial response for normal-priority incidents where system or software is functional. Rapid response effort will be provided by Razorleaf for priority incidents where system or software is “down” and non-functional.
- **Updates and Software Releases (Minor Versions)**
Minor releases and fixes included on an as-released basis while under term of this contract
- **Software Upgrades (Major Versions)**
Upgrades to software may incorporate new functionality or enhancements and are available for purchase under separate contract