

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (“License Agreement”) is a binding legal contract between Ineo LLC (“Ineo”) and the Customer, as identified in the applicable Order Form. By signing this License Agreement OR by downloading, installing, accessing or using the software described herein (“Software”) Customer will be bound by the terms of this Agreement. If Customer does not agree to the terms of this Agreement, Ineo is not willing to license any right to use or access the Software to Customer. In such event, do not install or use the Software and return this entire package within thirty (30) days of receipt for a refund of any fees that Customer has prepaid.

Definitions:

“Agreement” means this License Agreement and the applicable Order form, which terms are incorporated herein by this reference. If there is a conflict between any specific term in the Order Form and a specific term in this License Agreement, the specific term contained in this License Agreement shall control.

“Documentation” means the technical manuals and other written and electronic documentation relating to the use of and operation of the Software that are delivered or made available to Customer by Ineo.

“Maintenance” includes certain upgrades, fixes to Software and updates to tax tables and codes, as applicable.

“Order Form” means a separate document, governed by this License Agreement, by which Customer orders the Software.

“Software” means the software program(s) in object code format as identified in an applicable Order Form, including Updates and Documentation.

“Transaction(s)” means relocation or move transaction for an individual that is moving or relocating and for whom the Software is being utilized to track expenses and provide expense management.

“Updates” means upgrades, revisions, enhancements or modifications to the Software that Ineo makes generally available to customers through Maintenance. Updates shall not include any new versions or future products which Ineo or third party vendors license separately.

“Users” refers to Customer and all users of the Software, including without limitation, Customer’s employees, agents or independent contractors.

“Customer” or “customer” refers to the Company and each individual (including without limitation employees of Company) downloading, installing, accessing or using the Software.

SOFTWARE ACCESS AND USE LICENSE

The Software is licensed to Customer, not sold. Except for the limited license granted in this License Agreement, Ineo and its licensors and suppliers retain all right, title and interest in the Software, Documentation, all copies thereof, and all proprietary rights thereto, including without limitation, copyrights, patents, trademarks and trade secret rights.

1. GRANT OF LICENSE.

- **Software.** Ineo grants to Customer, during the term of this License Agreement and subject to the terms and conditions of this License Agreement and the applicable Order Form, a limited, nontransferable, nonexclusive and non-assignable license, without right of sublicense, to have the Software installed and operated by Customer for the sole purposes of performing the number of Transactions purchased on the applicable Order Form (“License”).

- **Term.** This Agreement shall commence on the earlier of (i) the date the Order Form is executed by Customer or (ii) the date Customer first accesses or uses the Software, and shall continue until the earlier of (x)

the termination of this Agreement, or (y) the termination of the Transactions purchased on the applicable Order Form. No refunds for unused Transactions.

2. **LIMITATIONS ON LICENSE.** The license granted to the Customer in this Agreement is restricted as follows:

- **Limitations on Copying and Distribution.** Customer may not copy or distribute the Software except that Customer may duplicate the Software and Documentation in order to make a copy available to each User. Customer is responsible for all Users of the Software and shall ensure that all such Users comply with the terms of this License Agreement, including without limitation those terms contained in Sections 1, 2 and 16 of this License Agreement. Customer may make one copy of the Software solely for backup or archival purposes. Each copy of the Software shall contain the copyright and other proprietary notices as provided in the Software and the Documentation provided to Customer hereunder.

- **Limitations on Reverse Engineering and Modification.** Customer may not reverse engineer, decompile, disassemble, modify or create works derivative of the Software. Customer may not alter or modify any disabling mechanism which may be resident in the Software. Customer may not alter, merge, modify or adapt the Software or Documentation, nor in any way remove or obscure Ineo’s copyright or trademark notices.

- **Rental and Third Party Use.** Customer will keep any passwords associated with the use of the Software in strict confidence, and will not share such passwords with any third party. Customer shall use the Software solely for Customers internal business purposes and shall not use the Software for marketing, renting, timesharing or service bureau purposes or allow others to use the Software for the benefit of any third party except as specifically contemplated under this Agreement.

3. **DISABLING MECHANISM. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SOFTWARE MAY HAVE A MECHANISM WHEREBY INEO CAN DISABLE THE SOFTWARE. CUSTOMER AGREES THAT INEO MAY USE ANY SUCH MECHANISM IN THE EVENT OF CUSTOMER BREACH OF THIS AGREEMENT. CUSTOMER FURTHER ACKNOWLEDGES THAT INEO MAY INCLUDE WITHIN THE SOFTWARE A MEANS TO AUDIT OR DETERMINE THE NUMBER OF TRANSACTIONS UTILIZED THROUGH THE SOFTWARE AND THAT INEO CAN DISABLE THE SOFTWARE WHEN THE NUMBER OF TRANSACTIONS UTILIZED EXCEED THE NUMBER OF TRANSACTIONS PURCHASED ON THE APPLICABLE ORDER FORM.**

4. TERMINATION

- **Breach of Agreement.** Without prejudice to any other rights, Ineo may upon thirty (30) days (10 days for nonpayment) prior notice terminate this Agreement and all rights granted hereunder if Customer fails to comply with any of the terms and conditions of this Agreement, including without limitation failing to pay the Fees when due.

- **Infringement Claims.** In the event of a claim of intellectual property infringement by any third party relating to the Software, Ineo reserves the right to immediately terminate this Agreement and the rights granted hereunder. In such event Customer will be granted a refund of unused transactions.

- **Customer’s Termination Obligations.** In the event of any expiration or termination of this Agreement for any reason, Customer must remove all copies of the Software and all of its components from all of the Customer systems, and destroy all such Software, components and copies, along with all related media and documentation. All licenses hereunder shall cease immediately upon such expiration or termination, and Customer shall immediately pay Ineo all outstanding payments due for the Software or other charges pursuant to any applicable Order Form.

5. **EXPORT.** Customer may not export the Software without the prior written approval of Ineo. If the Software was purchased in the United States, Customer agrees to comply with all applicable United States laws and regulations pertaining to export controls. If the Software was purchased outside the United States, Customer may not re-export the Software except as permitted by the laws of the United States and the laws of the jurisdiction in which Customer purchased the Software.

6. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The Software and Documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (a) through (d) of the Commercial Computer Software – Restricted Rights at 48 CFR 52.227-19, and in similar clauses in the NASA FAR Supplement, as applicable, and as may be amended and superseded from time to time. Manufacturer is Ineo, LLC, 1801 Broadway, Suite 1010, Denver, Colorado 80202.

7. REPRESENTATIONS AND ACKNOWLEDGEMENTS.

- Customer represents to Ineo that neither Customer nor Customers Users shall use the Software to upload, post, input, e-mail or otherwise transmit any content (i) that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (ii) that Customer does not have a right to transmit under any law or under contractual or fiduciary relationships; (iii) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; or (iv) that contains software viruses or similar harmful components or routines.

- Customer agrees not to use the Software in violation of any applicable local, state, national or international law or regulation.

- Customer agrees to promptly install and use Updates provided to Customer by Ineo.

- Customer acknowledges that successful implementation and use of the Software depends upon Customer's provision of appropriate hardware and software, including without limitation, Microsoft Internet Explorer, version 5.0 or equivalent, or such other hardware or software as Ineo may suggest from time to time (the "Operating Environment"). Customer is responsible for providing the Operating Environment at its own expense.

8. **FEES AND PAYMENT TERMS.** Customer agrees to pay to Ineo the fees in the amounts and at the times specified in the applicable Order Form(s).

9. **NO WARRANTIES. THE SOFTWARE AND MAINTENANCE IS PROVIDED ON AN "AS AVAILABLE," "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, INEO AND ITS LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SOFTWARE, MAINTENANCE OR ANY OTHER SERVICES PROVIDED TO CUSTOMER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT AND TITLE. INEO DOES NOT WARRANT THAT THE SOFTWARE, SERVICES OR MAINTENANCE WILL MEET CUSTOMERS REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE, MAINTENANCE OR RELATED DOCUMENTATION WILL BE CORRECTED.**

10. **NO LIABILITY FOR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY (INCLUDING INEO'S THIRD PARTY SUPPLIERS) SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT OR THIRD PARTY DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST DATA,**

BUSINESS INTERRUPTION OR SIMILAR CLAIMS) WHETHER IN AN ACTION IN CONTRACT, IN TORT OR OTHERWISE, EVEN IF THE OTHER PARTY OR OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, INEO'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY YOU/CUSTOMER TO INEO FOR THE SOFTWARE IN THE CALENDAR YEAR IN WHICH THE DIRECT DAMAGES ARE INCURRED. The limitations of liability set forth in this Section shall not be applicable to a party's obligations for indemnification, breaches of confidentiality, or Customer's breach of the license rights under Section 1. Further, the limitations of liability set forth in this Section shall act as a limitation to Customer's payment obligations under any applicable Order Form.

11. **CUSTOMER INDEMNITY.** Customer agrees to indemnify, defend and hold harmless Ineo, its affiliates and subsidiaries, and their respective officers, directors, shareholders, agents and employees harmless from and against any and all third party claims of any kind (along with reasonable attorney's fees and litigation costs) arising out of, resulting from, or in connection with Customers breach of any representation, warranty or covenant contained in this Agreement or Customer or Customers Users' use or misuse of the Software, including but not limited to, claims for personal injury or property damage.

12. **INEO INFRINGEMENT INDEMNITY.** Ineo shall indemnify, defend and hold harmless Customer and its officers, directors, shareholders, agents and employees harmless from and against any third party claim (along with reasonable attorney's fees and litigation costs) to the extent that it is based upon a claim that Customer's permitted uses of the Software hereunder constitutes an infringement of any patent issued in the United States, or any trade secret, copyright or other proprietary right ("Infringement Claim"). Customer shall: (i) notify Ineo within thirty (30) days of any such suit, claim or proceeding; (ii) tender control of any such Infringement Claim to Ineo; and (iii) reasonably cooperate with Ineo in the defense or settlement thereof. Customer may participate in the defense of an Infringement Claim at Customer's own cost and expense.

Upon notice of an Infringement Claim, or if in Ineo's opinion, such a claim is likely, Ineo shall have the right, at its option and expense, to: (a) procure for Customer the right to continue using the Software; or (b) replace or modify the Software so that it provides substantially the same or greater functionality and performance than the infringing Software. If in Ineo's opinion none of the foregoing options are reasonably available, Customer's sole and exclusive remedy shall be to return the infringing Software to Ineo in exchange for a refund of the fees Customer paid to Ineo for such Software, less those amounts paid for Transactions already used by Customer.

Ineo shall have no obligation for Infringement Claims under this Section where the Infringement Claim arises out of or results from Customers or Customers Users' content; modifications to the Software or combinations of the Software with other services or products; Customers or Customers Users' use of the Software in violation of this Agreement; if Ineo has provided Customer with a non-infringing version of the Software and Customer does not promptly replace all copies of the Software with the non-infringing version; or the use of any version of the Software other than the most recent version of the Software to the extent that Customers liability for the Infringement Claim would have been avoided by use of such most recent version of the Software.

13. **GOVERNING LAW.** This Agreement is governed by and construed in accordance with the laws of the State of Colorado, U.S.A as applied to agreements entered into and wholly performed within Colorado between Colorado residents. This Agreement shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods. Any action or proceeding brought by either party hereto shall be brought only in a state or federal court of competent jurisdiction located in the County of Denver, State of Colorado and the

parties submit to the in personam jurisdiction of such courts for purposes of any action or proceeding.

14. **FORCE MAJEURE.** Ineo shall not be responsible for any delays, errors, failures to perform, interruptions or disruptions in the Software or Services caused by any acts of God, strikes, lockouts, riots, acts of war, changes in law or regulations, fire, flood, earthquake, storm, power failure or failures of the Internet.

15. **NOTICES.** Any notices required or permitted to be given pursuant to this Agreement shall be in writing, sent via certified mail, return receipt requested, addressed as set forth on the Order Form (except with respect to Ineo, which shall be addressed as set forth below) or to such other address as may be amended or modified only in writing to the other party and shall be deemed to have been given when received:

Ineo, LLC
1801 Broadway, Suite 1010
Denver, CO 80202
Attn: General Counsel

16. **CONFIDENTIAL INFORMATION.** “Confidential Information” means information about Ineo or Customer (or their respective affiliates’ or suppliers’) (“disclosing party”) business or activities that is proprietary and confidential, including, but not limited to the terms and conditions of this Agreement, products and services or business from which disclosing party derives economic benefit from the fact that the information is not generally known or may suffer economic loss, embarrassment or other detriment if that information is improperly disclosed, or which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as confidential. Confidential Information of Ineo also includes information relating to the Software, and any and all portions of the source and executable code of any software, including without limitation the Software. Customer shall restrict access to the Confidential Information to only those employees, Users, agents and/or independent contractors engaged in a use permitted hereby and who enter into a written agreement containing confidentiality provisions at least as protective of the Confidential Information as those set forth herein. Customer and Ineo (“recipient”), each agrees that it and its respective employees, Users, agents and/or independent contractors (i) shall only use the Confidential Information for the purposes of performing its obligations under this Agreement, and shall not use the Confidential Information for any other purpose without the prior written consent of the disclosing party; and (ii) shall maintain the confidentiality and prevent disclosure to any third party of the Confidential Information using at least as great a degree of care as such party uses to maintain and prevent the disclosure of the confidentiality of its own most confidential information (and in no event less than a reasonable degree of care). Customer shall take appropriate action by instruction or agreement with its Users to satisfy its obligations hereunder. Recipient acknowledges that the disclosure of any Confidential Information shall immediately give rise to continuing irreparable injury to such party inadequately compensable in damages at law, and the disclosing party shall be entitled to seek and obtain immediate injunctive relief against the breach or threatened breach of any of the foregoing confidentiality obligations, in addition to any other legal remedies which may be available. Confidential Information shall not include information that: (i) is in or enters the public domain without breach of this Agreement; (ii) the recipient lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iv) the recipient can demonstrate with documentary evidence that the recipient knew prior to receiving such information from the disclosing party; or (iv) recipient develops independently without use of disclosing party’s Confidential Information.

17. **GENERAL.** This Agreement constitutes the entire understanding and agreement between Ineo and Customer with respect to the transactions contemplated in this Agreement and supercedes all prior or contemporaneous oral or written communications with respect to the subject matter of this Agreement, all of which are merged in this Agreement. Customer may not assign this Agreement in whole or in part without the prior written consent of Ineo. Any such attempted assignment in violation of this Agreement shall be void and without effect. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms. Any failure by Ineo or Customer to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent breach of that provision. Each party shall obtain the other’s written consent prior to any publication, presentation, public announcement or press release concerning the relationship between the parties or the existence of terms and conditions of this Agreement. The Disclaimer of Warranties, Limitations on Liability, Indemnity, Notices, Force Majeure, Customer Representations, General and such other provisions which by their nature should survive, will survive any termination or expiration of this Agreement. **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT.**