X9Ware License Agreement

X9Vision ?	X9Validator ?	X9Assist?		X9.37 ?	ACH ?	CPA005 ?
YES	**YES**	**YES**		**YES**	**YES**	**YES**

X9Assist Copyright (2012-2023) by X9Ware LLC, Inc. All rights reserved. This END-USER LICENSE AGREEMENT (EULA) applies equally to all X9Ware LLC products including but not limited to X9Assist, X9Lite, X9Vision, X9Validator, AchAssist, AchValidator, X9Utilities, X9Export, the X9Ware-SDK, the X9Ware-E13B-OCR toolkit, the X9Ware-TiffKit, and all other X9Ware software products that are offered by X9Ware LLC. These are collectively referred to within this EULA as the "SOFTWARE PRODUCT". PLEASE READ ALL TERMS AND CONDITIONS ASSOCIATED WITH THIS LICENSE AGREEMENT CAREFULLY BEFORE CONTINUING WITH THE INSTALLATION OF THIS SOFTWARE PRODUCT. X9Ware LLC End-User License Agreement ("EULA") is a legal agreement between you (either as an individual or as a business entity) and X9Ware LLC (referred to as "licensor"), for your use of the above identified product(s) and associated materials. By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. This EULA represents the entire agreement concerning the use of the SOFTWARE PRODUCT between you and X9Ware LLC, and it supersedes any prior proposal, representation, or understanding between the parties. If you do not agree to the terms of this EULA, do not install or use the SOFTWARE PRODUCT. If future changes made to this EULA are due to new features or functionality in the Software, your use of such features demonstrates acceptance of changes to the EULA with respect to such features and functionality. Licensee may use the Licensed Programs in executable format for their internal use. The SDK may be used as the basis for the development of other software. Licensee may not, however, transfer or sub-license the Licensed Programs to any third party, in whole or in part, in any form, whether modified or unmodified.

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties and is made available subject to the specific terms of this EULA. X9Lite is our freeware x9 viewer. All other X9Ware products are NOT FREE SOFTWARE and must be explicitly licensed by each and every user.

THIS AGREEMENT is automatically applicable when accepted as part of our software installation click-through process and is binding based on that acceptance.

THIS AGREEMENT may also be signed and submitted as a hard copy document. When initiated in that matter, it is entered into as of _____("the date of the last signature below ("Effective Date") by and between X9Ware LLC, with offices at 10753 Indian Head Industrial Blvd, St Louis, Missouri 63132-1101, ("X9Ware" or "LICENSOR") and _____ ("LICENSEE" or "You" or "Your") at address _____. X9Ware and You are referred to in this Agreement individually as a "party" or collectively as the "parties."

1 .GRANT OF LICENSE

a) Installation and Use. Subject to the terms of this EULA, you are hereby licensed by X9Ware to use the SOFTWARE PRODUCT on your workstations, computers, or electronic devices for the defined duration of your license agreement.

b) License Duration and Licensing Key. Licenses are typically issued for the term of one (1) year (twelve months), but may be issued for varying terms depending on unique customer requirements, at the request of the user. In support of this EULA, you will be issued a license key which is unique to a company or user name, the licensing level, the license expiration date, and the program release. The license key must be used only by the party it has been issued to and must not be shared with others. The Licensee must protect the confidentiality of the license key with the same care as with any of their own proprietary data. Your license key is activated after making confirmed payment to X9Ware. You may distribute the license key within your organization as needed in accordance with your licensing level. This licensing agreement does not cover private label (branded) solutions, where the intent is distribution of the SOFTWARE PRODUCT to your clients and customers. Any such licensing arrangement will require more extensive discussions and agreements between both parties.

2. CONSIDERATION TO X9Ware

a) License Fees. Licensee shall pay, upon delivery of the Licensed Programs, the license fees set forth per Exhibit A which may be optionally attached.

b) Other Fees. License fees do not include any duties, bank fees, sales, use, excise or similar taxes due. If Licensor is required to pay any such amounts, Licensee shall reimburse Licensor in full.

3. OWNERSHIP

The original and any copies of the Licensed Programs, made by Licensee, including translations, compilations, partial copies, modifications, and updates are the property of X9Ware.

4. PROPRIETARY RIGHTS

a) Proprietary Information. Licensee recognizes that X9Ware regards the Licensed Programs as its proprietary information and as confidential trade secrets of great value.

b) Confidentiality.

(i) Definitions. By virtue of this Agreement, a party ("Receiving Party") may have access to information from the other party or its affiliates ("Disclosing Party") that would reasonably be considered proprietary or confidential, including but not limited to the Disclosing Party's or its affiliates' employees, customer lists and data, financial information, technical information, business plans, organization, policies, or products ("Confidential Information"). Confidential Information shall include any written reports, findings, conclusions, recommendations, or reporting data and analysis prepared by Disclosing Party and provided to Receiving Party under this Agreement, or information that due to its nature or the circumstances of its disclosure, a person exercising reasonable business judgment would understand to be confidential or proprietary of a party.

(ii) Exceptions to Nondisclosure. This nondisclosure provision shall not apply to that information which: (i) is or becomes generally available to the public other than as a result of disclosure by the receiving party; (ii) the disclosing party agrees in writing to make available to the receiving party on a non-confidential basis; (iii) is received from a third party free to disclose such information without restriction; (iv) is independently developed by the receiving party without the use of any of the Information received from the disclosing party; (v) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; (vi) is known to the other party prior to its disclosure by either party; or (vii) is disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for the purposes of such order, and only if the receiving party first notifies the disclosing party of the order and permits the disclosing party to seek an appropriate protective order.

(iii) Use and Nondisclosure. Receiving Party agrees to hold Confidential Information in confidence. Receiving Party agrees not to collect or use Confidential Information for any purpose other than for the implementation of and business purposes expressly set forth in this Agreement. Receiving Party further agrees not to make any Confidential Information available in any form to any third party, except that such information may be disclosed to the parties' affiliates, attorneys, accountants, agents, employees, contractors and consultants (collectively the "Representatives") on a need-to-know basis only and under obligations of confidentiality at least as restrictive as those contained herein.

(iv) Degree of Care. Receiving Party agrees to use the same degree of care that it uses to protect its own confidential information of a similar nature and value, but in no event less than a reasonable standard of care, to ensure that Confidential Information are not disclosed or distributed by its Representatives in violation of the provisions of this Agreement. Such care shall include, but not be limited to, Receiving Party's maintenance of appropriate administrative, technical and procedural safeguards to: (i) ensure the security and confidentiality of Confidential Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Confidential Information, and (iii) protect against unauthorized access to or use of Confidential Information which could result in substantial harm or inconvenience to Disclosing Party. Receiving Party represents that it has required agreements with its representatives (those who may have access to any Confidential Information) which enable it to comply with the terms of this section. Notwithstanding the foregoing, Receiving Party shall be responsible for any breaches of this nondisclosure provision by any of its Representatives. Receiving Party shall promptly report to Disclosing Party any unauthorized disclosure or use of Confidential Information by Receiving Party or its agents of which Receiving Party becomes aware.

(v) Additional Obligations. Unless agreed otherwise in writing, any personally identifiable information provided by Disclosing Party to Receiving Party or learned by Receiving Party hereunder may only be used for conducting the business transactions that are the subject of the Agreement. Disclosing Party does not consent to Receiving Party's use of any personally identifiable information provided by Disclosing Party or any of its Representatives, for any other purpose than for conducting business transactions that are subject of the Agreement.

(vi) Length of Obligation and Return of Information. Receiving Party shall at any time upon the Disclosing Party's written request either return or destroy, at the Disclosing Party's option, the Disclosing Party's Confidential Information. Notwithstanding the foregoing, Receiving

Party may keep a copy of Confidential Information solely for maintaining reasonably appropriate business records or as may be required by law. Confidential Information shall be subject to these provisions for five (5) years after termination of the Agreement.

(vii) Unauthorized Access or Use. Receiving Party shall: 1) promptly notify Disclosing Party of any material unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information by any person or entity which may become known to it; 2) promptly furnish to Disclosing Party full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist Disclosing Party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information; 3) cooperate with Disclosing Party in any litigation and investigation against third parties deemed necessary by the other party to protect its proprietary rights; 4) promptly use its best efforts to prevent a recurrence of any such unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information; and 5) bear the cost it incurs as a result of compliance with this section.

5. COPIES

a) Backup Copies. You may make copies of the SOFTWARE PRODUCT as may be necessary for backup, archival, and disaster recovery purposes.

b) Distribution. You may make copies of the SOFTWARE PRODUCT as may be necessary for internal distribution within your business and solely for that purpose. The SOFTWARE PRODUCT is copyrighted but unpublished by X9Ware. Licensee agrees to reproduce and apply the copyright notice and proprietary notice of X9Ware to all copies made hereunder, in whole or in part and in any form, of Licensed Programs.

c) Seat Tracking. Certain X9Ware products are licensed at the seat or device level. For these specific products, Licensee recognizes that their internal usage must be restrained to these limits per the product which has been purchased. Licensee agrees to take reasonable efforts to maintain records of the number of installed seats or devices and upgrade to an expanded license should their usage exceed their licensed seating level.

6. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

a) Maintenance of Copyright Notices. You must not remove or alter any copyright notices on any and all copies of the SOFTWARE PRODUCT.

b) Distribution. You may not distribute registered copies of the SOFTWARE PRODUCT to third parties. Evaluation and production versions of the SOFTWARE PRODUCT are available for download directly from X9Ware.

c) Prohibition on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. Java classes, methods, data structures, and algorithms are the property of X9Ware. Use, sharing, or distribution of The Software in any other manner is prohibited without prior written permission from X9Ware.

d) Rental. You may not rent, lease, re-assign, or lend the SOFTWARE PRODUCT.

e) Support Services. X9Ware may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Any supplemental software code provided to

you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and are subject to the terms and conditions of this EULA.

f) Compliance with Applicable Laws. Each party shall comply with all federal, state and local laws and regulations applicable to that Party with respect to the business transactions that are the subject of this Agreement.

7. NOTICES

All notices in connection with this EULA shall be in writing and may be given by certified, registered, or first class mail or personally delivered at the receiving party's address set forth on the front page. For purposes of this EULA, a notice shall be deemed effective upon personal delivery to the party or if by mail five (5) days after proper deposit in a mail box.

8. SUCCESSORS

This EULA will be binding upon and will inure to the benefit of the parties hereto and their respective representatives and successors except as otherwise provided herein.

9. SEVERABILITY

In the event any provision of this EULA is determined to be invalid or unenforceable, the remainder of this EULA shall remain in force as if such provision were not a part.

10. TERMINATION

a) Termination. X9Ware may terminate this EULA if the customer defaults on any of the terms and conditions as stated within this EULA, and then fail to correct such conditions within thirty (30) days after written notice thereof from X9Ware. Additionally, this contract with all terms, provisions, liabilities, and warranties are automatically cancelled when a license or maintenance agreement is not renewed, or that renewal payment is more than 60 days past due. If this occurs, provisions of this contract will be automatically reinstated if X9Ware accepts a subsequent late payment which brings payment status into a current state. Acceptance of such a late payment is at the discretion of X9Ware.

b) Discontinuance. In the event of termination, Licensee will immediately discontinue use of the Licensed Programs. Within one (1) month after termination of this EULA, Licensee will furnish to X9Ware written correspondence which certifies with respect to each of the Licensed Programs that, through its best effort and to the best of its knowledge, the original and all copies, in whole or in part and in any form, of each of the Licensed Programs have been destroyed.

11. INTELLECTUAL PROPERTY

a) Ownership. All title, including but not limited to copyrights, in and to the SOFTWARE PRODUCT and any copies thereof are owned by X9Ware.

b) Intellectual Property. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. All rights not expressly granted are reserved by X9Ware.

12. SCOPE

a) Scope. This Agreement shall be governed by the laws of the State of Delaware without regard to conflict of laws principles. In the event that a dispute arises between the Parties which results in legal action, the successful Party shall be entitled to be reimbursed for its costs and expenses therefor, including reasonable attorneys' fees.

b) Prior Agreements. This License contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements or understandings (either oral or written).

13. WARRANTY DISCLAIMER

a) As Is. X9Ware licenses, and Licensee accepts, the licensed programs "AS IS." X9Ware PROVIDES NO WARRANTIES AS TO THE FUNCTION OR USE OF THE LICENSED PROGRAMS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED PROGRAM IS WITH LICENSEE. LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAMS WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED PROGRAMS WILL BE UNINTERRUPTED OR ERROR FREE.

b) No Warranties. X9Ware does not warrant or assume responsibility for the accuracy or completeness of any functionality, accuracy, information, text, graphics, or other items contained within the SOFTWARE PRODUCT. X9Ware makes no warranties respecting any harm that may be caused by the transmission of computer viruses or other such malicious computer programs. X9Ware further expressly disclaims any warranty or representation to Authorized Users or to any third party.

14. LIMITATION OF LIABILITY

a) Damages. In no event shall either party be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) arising out of 'Authorized Users' use of or inability to use the SOFTWARE PRODUCT, even if X9Ware has been advised of the possibility of such damages.

b) Liability. In no event will either party be liable for loss of data or for indirect, special, incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise. In no event shall either party shall have liability with respect to the content of the SOFTWARE PRODUCT or any part thereof, including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, or the disclosure of confidential information.

15. EXPORT REGULATIONS

a) Regulatory Agencies. Licensee understands that X9Ware is subject to regulation by agencies of the U.S. Government, including the U.S. Departments of Commerce and State, which prohibit export or diversion of certain technical products to certain countries.

b) Export. Licensee warrants that it will comply in all respect with the export and re-export restrictions set forth in the export license for the Licensed Programs and all other applicable export regulations.

c) Indemnification. Each party agrees to indemnify and hold the other harmless from any loss, damages, liability or expenses incurred by a party as a result of the other party's failure to comply with any export regulations or restrictions.

16. ENTIRE AGREEMENT

This EULA sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This EULA shall take precedence over any additional or conflicting terms which may be contained in Licensee's purchase order or X9Ware's quotes, invoices, or order acknowledgment forms.

17. Acceptance

By: **By: X9Ware**

Name: Name:

Title: Title:

Signed: Signed:

Dated: Dated: