

Software License Agreement

Last Updated: January 2025

1. Grant of License

Licensor hereby grants limited, non-exclusive, non-transferrable licenses to Licensee to use (and when specifically indicated herein, to distribute or resell) the Software as further specified at Paragraph 3 below, and Licensee hereby agrees to pay the licensing fee ("Licensing Fee") for its licensed use (distribution or resale) of such Software in the amount specified on the attached invoice ("Invoice"), said Invoice being incorporated herein by reference. The terms for pricing and any other special payment terms applicable to the Software products are set forth on the Invoice. The Licensing Fee specified on the Invoice shall be subject to an annual cost-of-living increase effective each year on the anniversary of the Effective Date hereof.

2. Term

Unless earlier terminated by the Parties in accordance with this Paragraph 2 or in accordance with Paragraph 13 below, the initial term of this Agreement shall commence as of the Effective Date and shall terminate as of the first one-year anniversary thereof ("Initial Term"). This Agreement shall automatically renew for successive one year periods after the expiration of its Initial Term, on its same terms and conditions except that the Licensing Fee shall increase annually by the determined cost-of-living rate, unless either Party notifies the other Party at least thirty (30) days in advance of such annual renewal date, of its intent not to renew the Agreement. The "Term" of this Agreement shall refer to its Initial Term plus any annual renewal thereof. Upon termination of this Agreement, Licensee agrees to cease all further use of the Software.

3. Licensed Products / Licensing Terms

The following list identifies which Captura® software products are included in the definition of "Software" hereunder and are being licensed by Licensee pursuant to this Agreement as well as certain specific terms and conditions applicable to each such Software product's

license: Yearbooks (formerly PLIC Books), Product Designer (formerly PLIC Elements), School Portal formerly PLIC Go), Print Lab (formerly PLIC Lab + RipLynx).

4. Authorized Use

Licensee may use the Software on only one computer or computerized device except to the extent that the definition of Software includes Software permitted to be used on multiple computers. If a license is granted to use the Software on multiple computers, each of those computers must be owned, operated or controlled by Licensee's Business (defined below) and used primarily for business, governmental, charitable or educational purposes (as applicable) in the conduct and operation of Licensee's Business. As used in this Agreement, the term "Business" shall mean a company, sole proprietorship, corporation, partnership, limited liability company, charitable organization, governmental entity, or any educational entity. Any licenses granted hereunder to distribute or resell the Software shall be subject both to this Agreement and to any special terms and conditions set forth in a separate Distribution Agreement or Reseller Agreement entered into by and between Licensee and Licensors.

5. Updates

All licenses listed above include free Updates (defined below) to the licensed Software for a period of twelve (12) months following Licensee's receipt or download of the Software, whichever occurs first. Any upgrades, patches, error corrections, new or modified versions of the Software or any component thereof (collectively referred to herein as "Updates") provided to Licensee shall be deemed to be part of Software subject to this Agreement. Licensee acknowledges and agrees that nothing in this Agreement obligates Licensors to create any Updates.

6. Restrictions

Licensee agrees that aspects of the licensed materials and Software, including the specific design and structure of the Software, constitute trade secrets and/or copyrighted material of Licensors. Licensee agrees not to disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written

consent of Licensor. Unless specifically authorized herein, Licensee agrees not to distribute, rent, lease or sublicense all or any portion of the Software; (ii) modify or prepare derivative works of the Software; (iii) use the Software in a computer-based services business or publically display visual output of the Software; (iv) transmit the Software over a network, by telephone, or electronically using any means; or (v) decompile, disassemble or otherwise reverse engineer the Software. Licensor acknowledges that the Software is subject to United States and other export control laws, including export administration regulations. Licensor shall not export, re-export or divert the Software in contravention of those laws.

7. Ownership of Intellectual Property

Licensee acknowledges and agrees that Licensor owns all ownership rights, patent rights, copyrights, trademarks, trade secrets and other proprietary and intellectual property rights in and to the Software, including all modifications thereto. Except as expressly stated herein, nothing in this Agreement is intended to transfer any ownership rights, patent rights, copyrights, trademarks, trade secrets and/or other proprietary and intellectual property rights from one Party to another.

8. Privacy, Data Processing and Related Requests

In the course of using the Software and related services, Licensee acknowledges and agrees that Licensor may receive information about identified or identifiable natural persons, such as names, email addresses and other contact information, unique identifiers, pictures, and videos (“Personal Information”), and that Licensor shall access, use, transfer, store, share or otherwise process such Personal Information in accordance with this Agreement and the Licensor’s privacy policy (“Privacy Notice”), said Privacy Notice being incorporated herein by reference. Subject to this Agreement and unless otherwise authorized by the other Party in writing, the Parties shall comply with requirements under applicable laws governing the collection, use, disclosure and security of Personal Information applicable to any Party to this Agreement, as same may be amended, supplemented and interpreted by regulatory authorities and courts from time to time (“Data Protection Legislation”). Personal Information shall at all times be and remain the sole property of Licensee, unless agreed otherwise in this Agreement, and any processing of Personal Information by Licensor shall be limited to the

provision of the Software or such other purposes expressly authorized by this Agreement (“Purpose”). Licensee acknowledges and agrees that Licensor may refer to Licensee any enquiry or request concerning the processing of Personal Information in accordance with this Agreement, unless otherwise required by applicable Data Protection Legislation, and Parties shall cooperate in good faith to respond to all such enquiries or requests within a reasonable time and in accordance with applicable Data Protection Legislation.

9. Data Security, Sub-Contracting and Data Incidents

Licensor shall maintain appropriate physical, organizational and technological measures to protect Personal Information under Licensor’s possession against loss, theft, and unauthorized access, disclosure, copying, use or modification, and Licensor shall provide a level of security appropriate to the sensitivity of Personal Information. Licensee acknowledges and agrees that Licensor may retain any affiliate, contractor or agent to process Personal Information in accordance with this Agreement, and Licensor shall impose obligations that are no less onerous on any such affiliate, contractor or agent than the obligations on Licensor under this Agreement. When required under applicable Data Protection Legislation, Licensor shall notify Licensee without undue delay of any actual unauthorized access to, or use, loss or disclosure of Personal Information (“Data Incident”), and in the event a Data Incident requires notification by Licensee to individuals concerned or relevant regulators, the Parties agree to cooperate in good faith on developing any public statements or required notices.

10. Cross-Border Data Transfers

Licensee acknowledges and agrees that Licensor, including any affiliate, contractor or agent retained by Licensor in accordance with Paragraph 9 above, may process, access and store the Personal Information in one or more third countries. Notwithstanding any other provision of this Agreement, Licensee shall be solely responsible for compliance with data transfer requirements under applicable Data Protection Legislation, including obtaining all relevant consents and authorizations required to enable Licensor (or its affiliate, contractor or agent, as applicable) to process, access and store the Personal Information in one or more third countries; Licensee shall indemnify, defend and hold harmless Licensor from any and all

damages, costs, claims, expenses or other liability, including reasonable attorneys' fees, arising from or relating to Licensee's breach or alleged breach of this Paragraph 10.

11. Data Retention

Licensor will not retain or process Personal Information for longer than is necessary to fulfil the Purpose, and Licensor will permanently and securely delete such Personal Information within reasonable delay after the earlier of completion of the Purpose or termination of this Agreement, unless otherwise required or permitted under applicable Data Protection Legislation.

12. Transfer

Unless otherwise specified herein, all licenses granted hereunder are non-transferrable without the prior written consent of Licensor. If Licensee is expressly permitted to transfer the Software and desires to do so, Licensee agrees to transfer all computer programs and documentation relating to the transferred Software and to erase any and all copies of the transferred Software in Licensee's possession. Licensee acknowledges that any license granted hereunder respecting such transferred Software are automatically terminated upon the transfer of such Software, unless otherwise agreed to in writing by Licensor.

13. Limited Software Warranty

Licensor warrants that for a period of thirty (30) days from the date of license ("Warranty Period"): (i) the media on which the Software is furnished will be free from defects in materials and workmanship under normal use; and (ii) the Software will substantially conform to its published specifications. Except for the foregoing, the Software is furnished "AS IS" and without warranty as to the results and performance you may obtain by using the Software. This limited warranty extends only to the Licensee as the original licensee. In no event does Licensor warrant that the Software is error free, or that Licensee will be able to operate the Software without problems, interruptions or other program limitations. Licensee's exclusive remedy and the entire liability of Licensor under this limited warranty will be, at the option of the Licensor, either repair, replacement, or a partial refund of the Licensing Fee paid by Licensor in connection with the licensing of the Software. To obtain warranty service during

the Warranty Period, Licensee must return the Software product along with all documentation accompanying it, in its original condition (by mail with a return-receipt requested) along with a detailed description of the problem to the Licensor and Licensor must receive the returned Software and documentation prior to the expiration the Warranty Period. The defective Software will be replaced or repaired at no additional charge to Licensee. If Licensor is unable to replace or repair the Software, Licensee will receive a partial refund of the Licensing Fee for the Software which shall be no greater than ninety-five percent (95%) and no less than eight percent (80%) of the Licensing Fee paid and the licenses granted hereunder in connection with such defective Software will terminate. In general, the greater the overhead costs incurred by Licensor in providing Licensee with the licensed Software, the lesser the percentage of the Licensing Fee refunded to Licensee will be. Notwithstanding the foregoing, the determination of the amount of the Licensing Fee refunded shall rest entirely in the sole discretion of Licensor. If Licensee receives a partial refund of the Licensing Fee pursuant to this Paragraph 13, Licensee acknowledges that any licenses granted hereunder with respect to such Software are terminated and Licensee agrees to erase any and all copies of such Software in its possession. If Licensee fails to return the Software and all of the documentation accompanying the Software prior to the expiration of the Warranty Period, then the licenses granted hereunder shall not be terminable by Licensee prior to the expiration of the Initial Term of this Agreement and Licensee shall be obligated to pay the full Licensing Fee throughout the Term of this Agreement. The above described limited warranty DOES NOT apply to any beta software, any software made available for testing or demonstration purposes, any temporary software modules or any software for which Licensor does not receive a Licensing Fee. All such software products are provided AS IS without any warranty whatsoever.

14. DISCLAIMER

EXCEPT AS PROVIDED IN PARAGRAPH 13 ABOVE, ALL Captura® SOFTWARE AND DOCUMENTATION ACCOMPANYING SUCH SOFTWARE IS PROVIDED ON AN "AS-IS" BASIS AND ANY AND ALL USE OF THE SOFTWARE IS AT LICENSEE'S OWN RISK. LICENSOR DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING,

BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NEITHER THIS AGREEMENT NOR ANYTHING IN THE DOCUMENTATION ACCOMPANYING THE SOFTWARE IS INTENDED TO EXPRESS OR IMPLY ANY WARRANTY THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE. IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, LOSS OF DATA, LOSS OF SAVINGS, LOSS OF PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY ASSERTED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING FROM OR RELATING TO THIS AGREEMENT, THE SOFTWARE, THE DOCUMENTATION ACCOMPANYING THE SOFTWARE, THE LICENSES GRANTED HEREUNDER, OR LICENSEE'S OR ANY THIRD PARTY'S, USE, INABILITY TO USE, OR MISUSE OF THE SOFTWARE OR FROM ANY SERVICES PROVIDED BY LICENSOR IN CONNECTION THEREWITH, EVEN IF LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL LICENSOR'S LIABILITY TO LICENSEE, WHETHER IN CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE LICENSING FEE PAID BY LICENSEE. Some states and jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, in which case the above limitation or exclusion may not apply.

15. Entire Agreement

Licensee agrees that except for the attached Invoice, any End User Software License Agreement that may or may not be included as part of a licensed Software product, and any written Distribution Agreement or Reseller Agreement entered into between Licensor and Licensee, that this Agreement is a complete and exclusive statement of the rights and liabilities of the Parties and shall supersede any and all prior or contemporaneous, written or oral, agreements, proposals, representations, or understandings between the Parties.

16. Successors and Assigns

All covenants, representations, warranties and agreements of the parties contained herein shall be binding upon and inure to the benefit of their respective heirs, executors, administrators, personal representatives, successors and permitted assignees.

17. Non-Waiver

No delay or omission on the part of any Party hereunder in exercising any right or remedy hereunder shall operate as a waiver of such right or remedy. No waiver of any default shall constitute a waiver of any other default, whether of the same or any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by any Party shall give the others any contractual right by custom, estoppel or otherwise, any waiver by a Party must be in writing signed by that Party expressly specifying the subject and extent of the waiver.

18. Modification

This Agreement may not be modified, amended or changed by the Parties, except by a writing specifying the modification, amendment or change, signed by all the Parties hereto, or their then successors, if any.

19. Severability

Should any part of this Agreement, for any reason, be declared invalid, then such portion shall be invalid only to the extent of the prohibition without invalidating or affecting the remaining portions of the Agreement, or without invalidating or altering said portions of this Agreement within states or localities where they are not prohibited by law or court decree.

20. Authority

Each person signing this Agreement warrants and represents that he or she has the full and complete authority to do so on his or her own behalf or on behalf of the Party for which he or she signs.

21. Counterparts

This Agreement may be executed by facsimile signature in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

22. Governing Law

10. GOVERNING LAW:

This Agreement and any dispute arising hereunder shall be construed and enforced in accordance with the substantive and procedural laws of the State of South Carolina without regard to the conflicts of law principles of any jurisdiction.

11. SUBMISSION TO JURISDICTION:

Any legal suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of South Carolina in each case located in the City of Greenville and County of Greenville, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by certified mail to such party's address as set forth in Paragraph 13 herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

12. NON-DISPARAGEMENT:

Neither party shall make any disparaging written or oral statements about the other party in an attempt to persuade customers of the other party to discontinue or curtail their relationship with the other party, to discontinue or forgo entering into any business or service relationship with the other party, or to otherwise terminate their association with the other party.

13. SEVERABILITY:

The provisions of this Agreement are intended to be severable, so that if any of them are held to be illegal or void by a Court of competent jurisdiction, the remainder of said provisions shall remain in full force and effect.

14. WAIVER:

The failure of Captura to insist on strict performance of any of the agreements, terms, covenants and conditions hereof shall not operate, be construed, or be deemed a waiver of any rights or remedies that Captura may have for any subsequent breach, default or non-performance and the right of Captura to insist on strict performance of this Agreement shall not be affected by any previous waiver or course of dealing.

15. REMEDIES CUMULATIVE:

The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

16. INTERPRETATION:

For purposes of this Agreement, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to sections, schedules and exhibits mean the sections

of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated under that statute or successor legislation. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

17. ENTIRE AGREEMENT:

This Agreement and all documents and URL links referred to herein constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, or commitment outside those expressly set forth herein. Captura may amend this Agreement as set forth herein.

18. PRIVACY STATEMENT:

The Services are provided by Captura under this Agreement subject to Photographer's consent to and compliance with Captura Policies and Procedures, including Captura's Privacy Statement. By accessing or using the Services, Photographer will be deemed to have, and does hereby agree to, consent to Captura's Privacy Statement and to the Captura Biometric Information Privacy Policy.