



DUX WRX, LLC ("DUX WRX")
1302 W Pine St
Rogers, AR 72758
(479) 270-4466

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

UPDATED: 03/20/2025

BY SIGNING AN ORDERING DOCUMENT, CUSTOMER AGREES TO BE BOUND BY THIS SOFTWARE LICENSE AND MAINTENANCE AGREEMENT (THE "LICENSE AGREEMENT"), AS UPDATED FROM TIME TO TIME. THE LICENSE AGREEMENT (INCLUDING ANY APPENDICES) AND THE ORDERING DOCUMENT (COLLECTIVELY, THE "AGREEMENT") GOVERN CUSTOMER'S USE OF THE SOFTWARE AND ANY RELATED DOCUMENTATION AND DUX WRX'S PROVISION OF MAINTENANCE, IF PROVIDED. "DUX WRX" MEANS DUX WRX, LLC.

TERMS AND CONDITIONS

1. DEFINITIONS

- (a) **"Affiliate(s)"** means, for Customer, any entity that directly or indirectly controls, is controlled by or is under common control of Customer, where "control," means direct or indirect ownership or control of more than 50% of the voting interests of Customer.
- (b) **"Data Protection Loss"** means any loss, expense, compensation, fine, penalty, liability, damage or cost arising out of or in connection with DUX WRX's breach of any other confidentiality obligations under Section 11 (Confidentiality) relating to the processing of Customer Data under this Agreement.
- (c) **"Delivery Date"** shall have the meaning set out in Section 3 below.
- (d) **"Documentation"** means DUX WRX's standard user instructions, published protocols, standards, technical specifications, and/or functional specifications embedded within the Software, and any additions, updates, copies, translations, derivations, adaptations or modifications of or to the foregoing, in whole or in part.
- (e) **"Initial Term"** shall have the meaning set out in the applicable Ordering Document.
- (f) **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, tradename, moral rights, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world, whether or not specifically recognized or perfected under the laws of the jurisdiction in which the Software is used or offered.
- (g) **"IP Claim"** means a claim by an unaffiliated third party against Customer that the Licensed Materials, when used within the scope of the terms set forth under this Agreement, directly infringes a third-party copyright or trademark, directly infringes a patent issued in the Territory or misappropriates a third-party trade secret.
- (h) **"License Term"** means the license term identified in the applicable Ordering Document.
- (i) **"Licensed Materials"** means the Software and Documentation.
- (j) **"Maintenance"** means the maintenance services, set forth in this Agreement, as may be updated by DUX WRX from time to time.
- (k) **"Maintenance Fees"** means the fees for Maintenance specified in the applicable Ordering Document.

- (l) **"Ordering Document"** means DUX WRX's ordering document (e.g., quote, amendment, ordering document, order form) specifying the Software and Maintenance to be provided and that is entered into between Customer and DUX WRX (or their respective Affiliates), and which is issued under or incorporates this Agreement by reference.
- (m) **"Renewal Term"** shall have the meaning set out in the applicable Ordering Document.
- (n) **"Software"** means the Standard Software, Updates and any copies, translations, derivations, adaptations or modifications of or to the foregoing, in whole or in part.
- (o) **"Standard Software"** means the unmodified application and solutions specified in the Ordering Document with the functionality described in the Documentation. Standard Software does not include new products, features and modules that are separately marketed for an additional fee.
- (p) **"Supported Software"** means the Software components for which Customer has purchased, paid for and continues to pay for Maintenance.
- (q) **"Territory"** means the geographical territory specified in the applicable Ordering Document.
- (r) **"Third Party Software"** means third party software specified in an Ordering Document that DUX WRX provides to Customer under license agreements with one or more third parties.
- (s) **"Updates"** means all new releases, programs, temporary fixes or patches to the Software, including any Documentation, that are provided by DUX WRX when and if they become generally commercially available to its supported customers who are current in paying applicable Maintenance Fees. Updates do not include products, features or modules that are marketed by DUX WRX for an additional fee.

2. SOFTWARE LICENSE

- (a) **Grant of License.** Subject to payment of the Total License Fees and Customer's compliance with the terms of this Agreement (including Section 12(p) (Export)), DUX WRX grants Customer a non-exclusive, non-transferable, non-assignable (except as permitted under Section 12(k) (Assignment; Successors and Assigns)) limited license to install, access and use the Software and the Documentation licensed under the Ordering Document during the License Term to support Customer's internal business activities within the Territory.
- (b) **Protection.** Customer shall make reasonable efforts to protect the Licensed Materials from unauthorized copying, distribution, possession, access or use, including with regard to compliance with Section (e) (Restrictions) below. If Customer becomes aware of any unauthorized copying, distribution, possession, access or use of the Licensed Materials, Customer shall promptly notify DUX WRX in writing and provide DUX WRX with complete details of the foregoing, assist DUX WRX in preventing the recurrence thereof, and cooperate with DUX WRX in any investigation, action, litigation or proceedings reasonably necessary to protect DUX WRX's rights.
- (c) **Copies.** Customer may make a reasonable number of copies of the Software for archival, disaster recovery, and internal testing purposes. Customer may make a reasonable number of copies of the Documentation for its own internal business purposes to support Customer's license to the Software. No other reproduction rights are granted under this Agreement.
- (d) **Proprietary Rights.** The Licensed Materials are licensed and not sold hereunder and Customer will not have or acquire under or in connection with this Agreement or any Ordering Documents any ownership interest in the Licensed Materials, including any enhancements, derivatives, modifications or adaptations thereto, or in any related Intellectual Property Rights. DUX WRX and its licensors retain exclusive title to and ownership of, and Customer irrevocably transfers, assigns, and conveys to DUX WRX, any and all right, title and interest in and to the Licensed Materials, including any enhancements, derivatives, modifications or adaptations thereto, and including any Intellectual Property Rights relating thereto. To the extent that moral rights or any other Intellectual Property Rights in any work arising from or created, produced or developed by DUX WRX (whether alone or jointly with others) under or in the course of this Agreement cannot be assigned under applicable law, Customer hereby waives, to the maximum extent permitted by law, such rights and interests, and Customer hereby consents to any action of DUX WRX related to any such work. Customer is not receiving and shall not receive any express or implied rights to modify, translate, adapt, or create any derivative works of the Licensed Materials, or any modifications, enhancements, derivatives or alterations thereto, and has no right to commercialize or transfer any Licensed Materials, in whole or in part, except as expressly permitted by this Agreement.
- (e) **Restrictions.** To the extent permitted by law, Customer shall not and will not permit others to: (i) modify, copy, duplicate, download, reverse engineer, disable, decompile, translate, disassemble, create any derivative work of, or otherwise attempt to extract any or all of the source code, algorithms, proprietary technology, or analytics from, the Licensed Materials; (ii) copy any features, functions, integrations or interfaces of the Licensed Materials; (iii) use the Licensed Materials to build a competitive product or service; (iv) license, sublicense, sell, resell, rent, lease, lend, transfer, assign, distribute, time share, offer in a service bureau, or commercially exploit the Licensed Materials, use the Licensed Materials to provide hosting or third party logistics or warehousing services to third-parties, or otherwise make the Licensed Materials available to any third-party except as permitted in an Ordering Document or this Agreement; (v) disable, interfere with or circumvent any aspect of the Licensed Materials; (vi) exceed the Number of Licenses for a particular Software

product as set forth in an Ordering Document; (vii) engage in, promote or encourage illegal activity or the violation of the legal rights of third-parties, including infringement of the Intellectual Property Rights of any third party or any rights of publicity or privacy; or (xiii) infringe or misappropriate DUX WRX or its licensor's Intellectual Property Rights.

(f) **Customer Input.** Customer agrees that DUX WRX owns and has the right to exploit and include in the Software and other services, any suggestions, enhancement requests, feedback or recommendations provided by Customer, its employees, contractors and users to DUX WRX without any obligation to Customer.

3. DELIVERY

DUX WRX will provide Customer with functional access codes that permit Customer to take immediate possession of the Software and Documentation on Customer's hardware. Delivery will be complete on the date when DUX WRX first furnishes the functional access codes to Customer for electronic delivery (the "**Delivery Date**").

4. MAINTENANCE

(a) **Maintenance.** Customer may purchase Maintenance for the fees and on the terms and conditions specified in the applicable Ordering Document. Maintenance consists of: (i) Updates to the Supported Software, when and if they become generally commercially available; (ii) DUX WRX's telephone support; (iii) DUX WRX's e-mail support; (iv) DUX WRX applying reasonable commercial efforts to provide corrections of the Supported Software to cause it to substantially conform with the Documentation; and (v) the option to migrate the Supported Software to other operating platforms then supported by DUX WRX and generally available to maintenance paying customers, provided that (a) the option to migrate is only available for platforms that are determined by DUX WRX to be similar in price, features and functionality, and (b) upon migration to a new platform, Customer's right to use the old platform will terminate and Customer shall return to DUX WRX, or at DUX WRX's option, destroy all copies of such Software on the old platform. Maintenance must be purchased for the total number of licenses of each Software product. Customer may not terminate Maintenance for less than the total number of licenses of each Software product. Updates are automatically licensed to Customer under this Agreement if Customer is current in paying Maintenance Fees.

(b) **Limitations.** DUX WRX is not obligated to provide Maintenance for (i) Software that has been modified by Customer or a third party; (ii) Software modified by DUX WRX for Customer, except as agreed to by the parties in an Ordering Document for an additional maintenance fee; (iii) problems resulting from any technology (including any software, hardware, firmware, system or network) or service not specified for Customer's use in the Documentation; (iv) issues which have been addressed in a patch release or temporary fix that Customer has elected not to apply; or (v) problems resulting from Customer's data. Customer acknowledges that to the extent it fails to maintain the Software at the most current Software release made available to Customer the applicable Software may experience incompatibility issues. Compatibility among DUX WRX products and release levels is provided in the product release notes that are delivered with the Software and in the Software installation guides. DUX WRX is not responsible for any incompatibility that results from Customer's use of different release levels between different DUX WRX products.

(c) **Initial and Renewal Terms; Price Increases.** Subject to payment by Customer of the annual Maintenance Fees, Maintenance will commence on effective date of the applicable Ordering Document and will continue for the duration of the Initial Term. After the Initial Term, during the License Term, Maintenance will automatically renew for successive Renewal Terms, unless either party terminates Maintenance by providing written notice thereof to the other party not less than 90 days prior to the end of the Initial Term, or a Renewal Term, as applicable. Upon expiration of the Initial Term, DUX WRX may increase the Maintenance Fees no more than once annually. If different Software products are licensed to Customer on different billing cycles, DUX WRX may consolidate and prorate the Maintenance Fees for the additional products at the time of Customer's purchase of additional Maintenance.

(d) **Fees; Reinstatement.** Maintenance Fees will be invoiced annually in advance. In the event of non-payment, DUX WRX may suspend performance of Maintenance in accordance with Section 9(e) (Suspension for Non-Payment). If Maintenance is terminated for any reason other than a material breach of the Agreement by DUX WRX, and Customer thereafter desires to reinstate Maintenance, DUX WRX may charge Customer a reinstatement fee of up to 150% of the annual Maintenance Fees that would have been due during the period during which Maintenance was not provided.

(e) **Test Environment.** Customer shall maintain (i) a test environment for the Supported Software and the ability to update the test environment from production when issues occur to enable DUX WRX to diagnose and research support issues; (ii) remote/VPN access as requested by DUX WRX to enable DUX WRX to diagnose and research support issues; and (iii) a DUX WRX log-on code that will allow DUX WRX access to Customer's application environment to support both the Customer server and database software. This remote sign-on capability may be used to allow access to Customer's system to enable DUX WRX to provide diagnostic and problem-solving assistance. The remote sign-on capability may also be used by DUX WRX's other services, customer support or product development staff to deliver custom enhancements or modifications, if any, to be provided pursuant to a written agreement between DUX WRX and Customer. Remote access is controlled by Customer, who will, where appropriate, authorize DUX WRX's access to its system and pay any related connectivity charges.

5. SERVICES. Customer may purchase implementation, consulting, education, and other services from DUX WRX pursuant to a separate, signed written services agreement.

6. WARRANTIES AND DISCLAIMERS

(a) **General Warranty.** Each party represents and warrants that it has validly entered into this Agreement and has the legal power to do so.

(b) **Software Performance Warranty.** Subject to Section 6(d) (Exclusions), DUX WRX warrants to Customer that, for a period of one hundred and eighty (180) days from the first Delivery Date of the Standard Software (the "Software Warranty Period"), the Standard Software and any Updates made available in respect of that Standard Software during the Software Warranty Period, will substantially conform in all material respects to the Documentation. If DUX WRX breaches, or is alleged to have breached, the warranty set forth in this Subsection, provided Customer has notified DUX WRX promptly in writing of such breach, or alleged breach, during the applicable Software Warranty Period, DUX WRX may, in its discretion and its expense, take any of the following steps to remedy such breach:

(i) repair the Software; (ii) replace the Software with functionally equivalent software (which software will, on its replacement of the Software, constitute Software hereunder); or (iii) if DUX WRX is unable to repair or replace the software as set forth in this Section within a commercially reasonable period of time, terminate this Agreement and, provided that Customer fully complies with its post-termination obligations as set forth in Section 8(c) (Effect of Termination), promptly refund to Customer the License Fees paid for the non-conforming Software. THIS SUBSECTION SETS FORTH DUX WRX'S ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF THE WARRANTY SET FORTH IN THIS SUBSECTION. To be eligible to receive the foregoing remedies, Customer must be in compliance with all terms and conditions of this Agreement (including but not limited to the payment of all license fees then due and owing).

(c) **Anti-Virus Warranty.** DUX WRX warrants that before it delivers the Software to Customer, it uses generally available tools to protect the Software against malicious code such as viruses, worms, or Trojan horses.

(d) **Exclusions.** The warranty set forth in Section 6(b) (Software Performance Warranty) does not apply to additional licenses of the same previously licensed Software or problems arising out of or relating to: (i) Customer's or a third-party's modification of or damage to the Software or the media on which it is provided; (ii) Customer's operation or use of the Software other than as specified in the Documentation; (iii) Customer's combination, operation or use of the Software with any technology (including any software, hardware, firmware, system or network) or service not specified for Customer's use in the Documentation; (iv) Customer's negligence or abuse of the Software; (v) Customer's failure to promptly install all Updates that DUX WRX has made available to Customer during the Software Warranty Period; (vi) the operation of, or access to, a Customer or a third party system or network; (vii) any Third Party Software, beta software, software that DUX WRX makes available for testing or demonstration purposes, temporary software modules or software for which DUX WRX does not receive a license fee; (viii) Customer's breach of any material provision of this Agreement; or (ix) any other circumstances or causes outside of the reasonable control of DUX WRX (including abnormal physical or electrical stress).

(e) **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6 (WARRANTIES AND DISCLAIMERS) AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED MATERIALS AND SERVICES ARE OFFERED "AS-IS" AND "AS AVAILABLE" AND CUSTOMER RECEIVES NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. DUX WRX AND ITS AFFILIATES AND LICENSORS DO NOT MAKE ANY, AND EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OR ARISING BY USAGE OR TRADE PRACTICE OR COURSE OF DEALING, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR MEETING THE CUSTOMER REQUIREMENTS, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. DUX WRX AND ITS AFFILIATES, SUPPLIERS AND LICENSORS DO NOT WARRANT THAT THE USE OR OPERATION OF THE LICENSED MATERIALS OR SERVICES WILL BE FREE OF HARMFUL CODE OR ERROR-FREE, OR THAT THE SERVICES WILL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT, SOFTWARE, EQUIPMENT OR HARDWARE (EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION), OR THAT THE LICENSED MATERIALS OR SERVICES WILL NOT CAUSE ANY LOSS OR CORRUPTION OF DATA, OR THAT THE LICENSED MATERIALS OR SERVICES WILL MEET CUSTOMER OR ANY OTHER PERSON'S REQUIREMENTS. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH THIRD-PARTY MATERIALS.

7. INDEMNIFICATION

(a) **Indemnification.** DUX WRX will indemnify, defend and hold harmless Customer from and against any IP Claim in the Territory. Customer agrees to indemnify, defend and hold DUX WRX and its Affiliates and licensors harmless from and against any unaffiliated third-party claim or legal action arising from or in connection with: (i) Customer's use of the Licensed Materials in violation of this Agreement; (ii) any data, information, software or other materials provided or otherwise made available to DUX WRX by Customer; or (iii) DUX WRX's compliance with Customer's specifications or directions, including, but not limited to, the incorporation of any software or other materials or processes provided by or requested by Customer.

(b) **Possible Infringement.** In the event that DUX WRX, in its sole discretion, reasonably determines that the Licensed Materials, or any portion thereof, infringes or misappropriates, or may infringe or misappropriate, any third-party Intellectual Property Right, DUX WRX will, as Customer's sole and exclusive remedy (but without limitation of DUX WRX's indemnification obligations under Section 7(a) (Indemnification), at DUX WRX's sole discretion, either: (i) obtain the right, at reasonable cost, for Customer the right to continue using the Licensed Materials, or relevant portion thereof; (ii) modify the Licensed Materials while retaining substantively equivalent functionality; (iii) provide a non-infringing functionally equivalent replacement; or (iv) terminate the applicable Licensed Materials in whole or in part and require Customer to return the applicable Licensed Materials, whereupon DUX WRX will refund any prepaid License Fees after an appropriate deduction using a monthly straight-line depreciation over a thirty-six (36) month period based on Customer's first Delivery Date of the Licensed Materials and the date of removal of such affected Licensed Materials by Customer.

(c) **Exceptions.** DUX WRX has no liability for an IP Claim to the extent the IP Claim is based on or arises from: (i) the modification of the Licensed Materials by anyone other than DUX WRX unless the modification was done at the instruction of DUX WRX; (ii) the combination of the Licensed Materials, or any portion thereof, with any other third-party software, hardware, service, technology, content or material not provided by DUX WRX if infringement would not occur without the combination, unless contemplated by this Agreement or the Documentation expressly authorizes a combination, with that other third-party software, hardware, services, technology, content or material; (iii) Customer's use of the Licensed Materials not in accordance with the Documentation, this Agreement; (iv) modification of the Licensed Materials or DUX WRX's compliance with Customer's specifications or directions, including, but not limited to, the incorporation of any software or other materials, functionality modifications, or processes provided by or requested by Customer that have not been specified for Customer's use in the Agreement or the Documentation, if the infringement would not have occurred without Customer's specifications or directions; (v) Customer's use of other than the then-most current version of the Licensed Materials, on condition that the then-most current version was made available to Customer, to the extent such infringement would have been prevented by Customer's use of the then-most current version; or (vi) Licensed Materials that DUX WRX makes available for testing or demonstration purposes or Licensed Materials for which DUX WRX does not receive a license fee.

(d) **Procedure.** The party seeking indemnification will promptly notify the other party of the claim and cooperate in defending the claim. Failure to provide timely notice or reasonable assistance will relieve the indemnifying party of its obligations under Section 7(a) (Indemnification) to the extent the indemnifying party has been materially prejudiced. The indemnifying party will have the exclusive right to control and direct the investigation, defense (including appeals), negotiations and settlement (if applicable) of the indemnified portion of the claim, except that: (i) it may not make an admission of fault on behalf of the other party without written consent; (ii) any settlement requiring the party seeking indemnification to admit liability, pay money, or take or refrain from taking any action that would be materially detrimental to its overall business and reputation (except with respect to use or non-use of the Licensed Materials) requires prior written consent, not to be unreasonably withheld or delayed; and (iii) the other party may join in the defense with its own counsel at its own expense. The indemnifying party will: (I) retain and pay attorneys, expert witness and court costs as part of its defense obligation; (II) reimburse the other party for reasonable out-of-pocket expenses that it incurs in providing assistance; and (III) pay the amount of any resulting adverse final judgment (including any award of attorney's fees and costs), penalties, sanctions or settlement. THIS SECTION STATES THE SOLE LIABILITIES AND EXCLUSIVE REMEDIES FOR CLAIMS DESCRIBED IN THIS SECTION.

8 TERM & TERMINATION

(a) **Term of Agreement.** The Agreement will begin on the effective date of the Ordering Document issued under the terms contained herein, and will continue to have effect for as long as such Ordering Document issued under this Agreement has not expired or been terminated.

(b) **Termination for Cause; Bankruptcy.** Notwithstanding the foregoing, either party may terminate this Agreement and the Ordering Document for cause if: (i) the other party materially breaches this Agreement, including untimely payment, and does not cure the breach within thirty (30) days after its receipt of written notice specifying the breach from the non-breaching party (consent to extend the cure period will not be unreasonably withheld, so long as the breaching party has commenced cure during the 30-day notice period and pursues cure of the breach in good faith); or (ii) the other party: (I) becomes insolvent, (II) is generally unable to pay, or fails to pay, its debts as they become due, (III) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (which results in an inability to perform its obligations under this Agreement, (IV) makes or seeks to make a general assignment for the benefit of its creditors (generally), or (V) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business. Upon termination by Customer under this Section, DUX WRX will refund to Customer any prepaid but unused Maintenance fees on a pro-rata basis. Upon termination by DUX WRX under this Section, all fees owed by Customer under Agreement shall become immediately due and payable.

(c) **Effect of Termination.** Upon termination of this Agreement, the Ordering Document shall immediately terminate; except that the parties remain bound by the obligations within Section 8(d) (Survival). Upon termination of the relevant Software or Service: (i) Customer shall immediately cease using the Licensed Materials and return to DUX WRX, or at DUX WRX's option, destroy, all copies of the same and deliver a letter signed by a duly authorized representative of Customer certifying compliance with the requirements set forth herein; (ii) all licenses and rights granted under this Agreement with respect to the Licensed Materials will immediately terminate; and (iii) Customer shall immediately pay DUX WRX all amounts owing under any Ordering Document. Termination of this Agreement or any Ordering Document will not prevent either party from pursuing all available legal remedies. Any payment obligations as of the termination of the Agreement or Ordering Document will remain in effect.

(d) **Survival.** Sections concerning the parties' rights and obligations that by the content of the Section operate after termination or that are necessary to enforce any right will survive termination of this Agreement, including, without limitation, the Sections/Subsections titled "Protection", "Proprietary Rights", "Restrictions", "Orders, Fees and Payment", "Effect of Termination", "Confidentiality", "Indemnification", "Limitation of Liability" and "General".

9. ORDERS, FEES AND PAYMENT

(a) **Orders.** Customer will place a binding order, subject to DUX WRX's acceptance, by sending a signed Ordering Document, as applicable. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features.

(b) **Fees.** Customer will pay DUX WRX for the Software and Services at the rates set forth in the Ordering Document, as applicable. Invoiced amounts will be due and payable thirty (30) days from the invoice date. All fees are quoted and payable in the currency set out in the Ordering Document. Except where otherwise expressly agreed in this Agreement, fees are nonrefundable and Customer's payment obligation is not cancelable. Customer is responsible for providing DUX WRX with Customer's complete and accurate billing and contact information and notifying DUX WRX of any changes to Customer's billing and contact information.

(c) **Overdue Payments.** Any payment (except payment subject to a good faith dispute pursuant to Subsection 9(d) ("Payment Dispute Procedure")) below not received from Customer by the due date may, at DUX WRX's discretion and without limiting its rights or remedies, accrue late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date the payment was due until the date paid. Customer will pay to DUX WRX all reasonable costs and expenses for collection of overdue amounts, including legal fees. In addition, DUX WRX may condition future purchases on payment terms shorter than those specified in this Section (Order, Fees and Payments).

(d) **Payment Dispute Procedure.** DUX WRX will not exercise its rights under Subsection 9(c) (Overdue Payments) above if Customer disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute. To submit a dispute, Customer must notify DUX WRX in writing of the dispute within ten (10) days of the invoice date and include a description of the dispute. DUX WRX will promptly review and respond to the notice. Where Customer disputes only part of an invoice, Customer must pay all undisputed amounts when due. After the dispute is resolved, Customer will immediately pay the amounts in dispute. If Customer fails to provide notice to DUX WRX within ten (10) days of the invoice date, then Customer's right to dispute the invoice will be deemed waived.

(e) **Suspension for Non-Payment.** If Customer's account is past due (except with respect to fees subject to a good faith dispute pursuant to Subsection 9(d) ("Payment Dispute Procedure")) above, in addition to any other rights or remedies DUX WRX may have under this Agreement or by law, DUX WRX may, without liability to the Customer, suspend the Services upon ten (10) days written notice, until the amounts are paid in full.

(f) **Taxes.** All amounts payable pursuant to an Ordering Document are exclusive of any sales or use taxes, value added tax (VAT), goods and services tax (GST), or any and all similar taxes or legally imposed fees, duties or contributions based on the amounts payable, all of which shall be the sole responsibility of Customer whether due now or subsequently imposed by any jurisdiction. DUX WRX may charge value added tax, goods and services tax, sales tax or other consumption or similar taxes ("**Indirect Taxes**") in addition to the Total License Fees and Maintenance Fees under the applicable Ordering Document, on condition that DUX WRX's invoice meets the requirements for a valid tax invoice for such Indirect Taxes after consideration of any applicable tax exemption certificate. The address used for Indirect Tax purposes is identified as Customer Address on the applicable Ordering Document. Applicable taxes for the Total License Fees and Maintenance Fees will be calculated based on the Installation Address. The address used for Indirect Tax purposes is identified as Customer Address on the applicable Ordering Document. Customer is not responsible for any taxes based upon the net income of DUX WRX or its employees unless agreed to elsewhere in this Agreement or subsequent Ordering Document.

(g) **Withholding Taxes.** If Customer is required to withhold income tax on any payments due under this Agreement, it shall promptly provide DUX WRX with the official receipt of payment of these taxes to the appropriate taxing authority. Customer shall withhold only to the extent legally required under existing tax laws of Customer's legal country of domicile and after full consideration of applicable income tax treaty provisions, if any, by and between Customer's and DUX WRX's respective legal countries of domicile. If tax is withheld and Customer does not submit a tax certificate to DUX WRX within thirty (30) days after the payment due date, Customer shall immediately remit full payment for the outstanding amount to DUX WRX.

10. LIMITATION OF LIABILITY

(a) **General Limitation.** THE CUMULATIVE AGGREGATE LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE AFFILIATES TO THE OTHER PARTY FOR ALL CLAIMS RELATED TO THE LICENSED MATERIALS, SERVICES AND/OR THIS AGREEMENT (INCLUDING ALL ORDERING DOCUMENTS BUT EXCLUDING DATA PROTECTION LOSSES WHICH IS COVERED UNDER SECTION 10(b) (DATA PROTECTION LOSSES LIABILITY CAP) BELOW) IS LIMITED TO DIRECT DAMAGES UP TO (i) IN THE CASE OF SOFTWARE, THE AMOUNTS PAID OR PAYABLE BY CUSTOMER FOR THE SOFTWARE GIVING RISE TO THE CLAIM, OR (ii) IN THE CASE OF A SERVICE, THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE TO DUX WRX FOR THE SERVICE GIVING RISE TO THE CLAIM IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THIS LIMITATION APPLIES TO ANY DAMAGE, HOWEVER CAUSED, AND ON ANY THEORY OR LIABILITY, WHETHER

FOR BREACH OF CONTRACT, TORT, MISREPRESENTATION, NEGLIGENCE (ACTIVE OR OTHERWISE), THE USE OR PERFORMANCE OF THE SERVICES, OR OTHERWISE AND REGARDLESS OF WHETHER THE DAMAGES WERE FORESEEABLE OR NOT.

(b) **Data Protection Losses Liability Cap.** IN NO EVENT WILL DUX WRX OR ITS AFFILIATES CUMULATIVE AGGREGATE LIABILITY IN RESPECT OF DATA PROTECTION LOSSES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ALL ORDERING DOCUMENTS), EXCEED 150% OF THE FEES PAID OR PAYABLE BY CUSTOMER IN THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM (OR IF NO FEES HAVE BEEN PAID OR PAYABLE IN THE 12-MONTH PERIOD PRIOR TO THE EVENT, THEN 150% OF THE FEES PAID OR PAYABLE IN THE MOST RECENT 12-MONTH PERIOD WHERE ANY FEES WERE PAID OR PAYABLE).

(c) **Damages Waiver.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER PARTY (OR ITS RESPECTIVE AFFILIATES) IS LIABLE FOR ANY LOST PROFITS, REVENUE, BUSINESS, BUSINESS INFORMATION, OPPORTUNITY, USE, GOODWILL, , OR FOR INTERRUPTION OF BUSINESS, DELETION OR LOSS OF DATA, COSTS OF RECREATING DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT, SOFTWARE OR SERVICES OR FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES ARISING IN ANY WAY OUT OF THE USE OF THE LICENSED MATERIALS OR SERVICES OR THIS AGREEMENT, HOWEVER CAUSED, AND REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING UNDER ANY CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY) AND EVEN IF A PARTY KNEW OR SHOULD HAVE KNOWN THAT THE LOSS OR DAMAGES WERE POSSIBLE OR REASONABLY FORESEEABLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

(d) **EXCEPTIONS TO LIMITATIONS.** NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT EITHER PARTY'S (OR THEIR RESPECTIVE AFFILIATES OR THE SUPPLIERS) LIABILITY FOR: (i) THE TORT OF DECEIT; (ii) DEATH OR PERSONAL INJURY CAUSED BY THAT PARTY'S NEGLIGENCE OR THAT OF ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS; (iii) FRAUD OR FRAUDULENT MISREPRESENTATION; (iv) CUSTOMER'S VIOLATION OF DUX WRX'S INTELLECTUAL PROPERTY RIGHTS; (v) WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; (vi) CUSTOMER'S FAILURE TO COMPLY WITH ITS PAYMENT OBLIGATIONS; (vii) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION); (viii) DAMAGES ARISING OUT OF OR RELATING TO, A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, EXCEPT WHERE THAT BREACH CONSTITUTES A DATA PROTECTION LOSS IN WHICH CASE THE CAP IN SECTION 10(b) (DATA PROTECTION LOSSES LIMITATION) APPLIES; OR (ix) ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY LAW. FURTHER NEITHER PARTY WILL BE LIABLE FOR ANY CLAIM BROUGHT BY THE OTHER PARTY MORE THAN 24 MONTHS AFTER THE OTHER PARTY BECAME AWARE OF THE CLAIM.

11. CONFIDENTIALITY

(a) **Confidential Information.** "Confidential Information" means all non-public, confidential or propriety information disclosed on or after the Effective Date during the term of this Agreement, by a party (disclosing party) to the other party (receiving party) or its Affiliates, or to any of the receiving party's recipient's or its Affiliates' employees, officers, directors, partners, shareholders, agents, attorneys, accountants, contractors, or advisors and, in the case of DUX WRX, its Suppliers and partners (collectively, "Representatives") whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential." Confidential Information includes, without limitation, all information concerning the disclosing party's and its Affiliates', and their customers', suppliers', and other third parties' past, present, and future business affairs including, without limitation, finances, product and services pricing, trade secrets, customer information, supplier information, products, services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, software, technology, sales and other commercial strategies; the terms and conditions of this Agreement (including pricing); and DUX WRX's responses to requests for information, proposals and quotes (collectively, RFP Response).

(b) **Exclusions.** Confidential Information does not include any information that (i) is or becomes publicly available without breach of this Agreement; (ii) is known by the receiving party without any confidentiality obligation; (iii) is rightfully received from a third party who did not acquire the information by a wrongful or tortious act; or (iv) is independently developed by the receiving party.

(c) **Confidentiality Obligations.** The receiving party will: (i) protect and safeguard the confidentiality of disclosing party's Confidential Information with at least the same degree of care as the receiving party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the disclosing party's Confidential Information, or permit it to be accessed or used, for any purpose other than to perform its obligations or exercise its rights under this Agreement or any RFP Response (the "Purpose"); and (iii) not disclose any of the disclosing party's Confidential Information to any person or entity, except to the receiving party's Representatives who: (I) need to know the Confidential Information to assist the receiving party, or act on its behalf, in relation to the Purpose or to exercise its rights under the Agreement, (II) are informed by the receiving party of the confidential nature of the Confidential Information, (III) are subject to confidentiality duties or obligations to the receiving party that are no less restrictive than the terms and conditions of this Agreement; and (IV) will be responsible for any breach of this Agreement caused by any of its Representatives. Each party is responsible for any breaches of this Agreement by its Representatives.

(d) **Government Disclosure.** If a governmental entity requires the receiving party to disclose the disclosing party's Confidential Information, the receiving party will give the disclosing party prompt written notice sufficient to allow the disclosing party to seek a protective order or other appropriate remedy. If, after providing the notice, the receiving party remains obligated by the governmental entity to disclose any of the disclosing party's Confidential Information, the receiving party will disclose only the Confidential Information as is legally required and will use commercially reasonable efforts to obtain confidential treatment for any Confidential Information that is disclosed.

(e) **Know-how.** Nothing in this Section (Confidentiality) will prevent either party from using any techniques, business insights, ideas or know-how gained during the performance of the Agreement in the course of its normal business (which, in respect of DUX WRX, includes predication-related services) to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of its Intellectual Property Rights.

(f) **Ownership.** Disclosing party's Confidential Information remains the exclusive property of the disclosing party, and no rights are granted to use the Confidential Information except for the limited rights stated in this Agreement. Any disclosure of the Confidential Information under this Agreement will not be construed as an assignment, grant, option, license, or other transfer of any such right, title, or interest whatsoever to the receiving party or any of its Representatives.

12. GENERAL

(a) **Governing Law.** This Agreement and the rights and obligations of the parties with respect to their relationship under this Agreement are governed by and must be construed and enforced in accordance with the internal laws of: (i) the State of Arkansas, if Customer's place of incorporation or principal place of business is in the United States, Central America, South America, or in any region not otherwise specified in this Subsection; (ii) the laws of England, if Customer's place of business registration or incorporation is in Europe, the Middle East, or Africa; (iii) the laws of Singapore, if Customer's place of business registration or incorporation is in Asia Pacific; or (iv) the laws of the Province of Ontario and the laws of Canada applicable therein, if Customer's place of business registration or incorporation is in Canada. Each party agrees to the applicable governing law without regard to choice or conflicts of law rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act, as adopted by any state or governing body, are expressly excluded from this Agreement.

(b) **Jurisdiction and Venue.** Subject to Subsection 12(c) (Equitable Relief), any dispute, controversy, claim, question, or disagreement ("Claim") arising out of or related to this Agreement, including any breach: (i) will, if Customer's place of incorporation or principal place of business is in the United States, Central America, or South America be brought exclusively in the state and federal courts located in Benton County, Arkansas, USA and Customer submits to the personal jurisdiction of those state and federal courts; or (ii) will, in all regions other than the United States, be finally resolved by binding arbitration before three (3) arbitrators under the commercial arbitration rules of the International Chamber of Commerce in effect at the time the Claim is submitted to arbitration ("Rules"), which Rules are deemed to be incorporated into this Subsection. The language used any proceedings arising under or in connection with this Agreement will be English. The Arbitrators must have substantial and longstanding experience with the computer software business and the arbitrators will not have any authority to make any ruling, finding or award that does not conform to this Agreement. The seat, or legal place, of arbitration will be: (I) London, United Kingdom if Customer's place of business registration or incorporation is in Europe, the Middle East, or Africa; (II) Singapore if Customer's place of business registration or incorporation is in Asia Pacific; or (III) Ontario, Canada, if Customer's place of business registration or incorporation is in Canada. The judgment upon the award rendered by the arbitrators will be final and binding on all parties and may be entered as a judgment and enforceable by any court of competent jurisdiction.

(c) **Equitable Relief.** Each party acknowledges that money damages may not be sufficient compensation for a breach of Sections 2 (Software License), or 11 (Confidentiality). Notwithstanding anything to the contrary contained in this Agreement: (i) any party may immediately seek equitable relief (without the necessity of posting a bond), including, without limitation, temporary injunctive relief, against the other party in any court of competent jurisdiction with respect to any and all equitable remedies sought in connection with this Agreement; and (ii) DUX WRX, at its option, may pursue any and all remedies available at law and in equity in any court of competent jurisdiction with respect to any claim against Customer for nonpayment under this Agreement.

(d) **Cumulative Remedies.** Except as otherwise set forth in this Agreement and subject to the terms of this Agreement, including Section 10 (Limitation of Liability), all remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy will not be deemed an election of that remedy to the exclusion of any other remedies.

(e) **Attorneys' Fees and Costs.** The prevailing party in any action or proceeding to enforce this Agreement, including any efforts to collect amounts due under this Agreement, is entitled to recover from the other party its costs and attorneys' and experts' fees in addition to its damages.

(f) **Notices.** Notices or approval must be in writing, in English and signed by a party's authorized representative. Notices may be sent by email, except for notices of breach or demands for indemnification, which must be sent by either, certified mail or responsible courier to the address indicated in the relevant Ordering Document or such other address as either party may indicate by at least ten (10) days' prior written notice to the other party.

(g) **Entire Agreement and Interpretation.** This Agreement, including any appendices and Ordering Documents, sets forth the entire understanding and agreement between Customer and DUX WRX and supersedes and extinguishes all previous agreements (including non-disclosure agreement), negotiations, proposals, communications, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter of this Agreement. In the event of any conflict or inconsistency between the documents that make up this Agreement, the documents will control and govern, to the extent necessary to resolve the conflict or inconsistency, in the following order: the Ordering Document and the Agreement. Unless otherwise specified, "days" means calendar days, and references to the singular includes a reference to the plural and vice versa. Customer will not require DUX WRX or its employees to sign, or otherwise enter into, any additional agreements, addendums or other documents not specifically referenced and incorporated in this Agreement nor require DUX WRX or its employees to undergo any audit, security or background screening not expressly set forth in this Agreement as a condition of DUX WRX performing any Services under this Agreement.

(h) **Amendment.** Any amendment or other modification of this Agreement or an Ordering Document must be in writing and signed by an authorized representative of both parties.

(i) **Waiver.** No waiver of any right under this Agreement will be deemed effective unless contained in a writing signed by a duly authorized representative of the party to be bound. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

(j) **Severability.** If any provision in this Agreement is invalid or unenforceable, that provision will be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, and the remaining provisions of this Agreement will remain in full force and effect.

(k) **Assignment; Successors and Assigns.** Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld), except that either party may assign this Agreement in its entirety (including all Ordering Documents), without the other party's consent to its Affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that the assigning party is not in breach of this Agreement and the successor has agreed, in writing, to assume all of the Agreement obligations of the assigning party. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then the other party may terminate this Agreement upon written notice. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Subsection shall be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

(l) **Force Majeure** Neither party will be responsible for any failure or delay in its performance under this Agreement (except for the payment obligations and obligations under Section 11 (Confidentiality)) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, riots, war, acts of terror, shortage or inability to obtain labor or materials, internet failure, communication line failure or power failures, acts of God, earthquake, fire or other action of the elements, accidents, quarantines, epidemics or pandemics, or governmental action (including the passage of laws or regulations or other acts of government that impact the delivery of the Services). Neither party will be liable for any losses, injury, delay or damage suffered or incurred by the other party due to the above causes.

(m) **Purchase Orders.** Any inconsistent or additional terms of Customer's purchase order or similar document are excluded regardless of DUX WRX accepting the purchase order or other Customer document for payment purposes. In addition, nothing contained in any clickwrap agreement, other document or instrument issued by Customer will in any way modify or add any additional terms or conditions to this Agreement, and any modified or additional terms or conditions are expressly rejected and excluded from this Agreement. Fees or service charges related to invoice processing, account administration or vendor management charged to DUX WRX by Customer or its third-party service providers will be reimbursable to DUX WRX by Customer and may be added to Customer invoices.

(n) **Independent Contractors.** The parties are independent contractors. Neither party is the legal representative, agent, joint venturer, partner, franchisee, fiduciary, employee, or employer of the other party for any purpose whatsoever. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes. DUX WRX does not undertake to perform any of Customer's regulatory obligations or assume any responsibility for Customer's business or operations. Neither party has any right, power, or authority under this Agreement to assume or create any obligation of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect.

(o) **Anti-Corruption.** Each party agrees that it has not entered into this Agreement with a corrupt motive to obtain or retain business or to secure an unfair business advantage and it shall fully comply with all applicable anti-corruption laws. Each party represents that it has an anti-bribery policy in place and that it has not made and will not make or facilitate improper or illegal payments.

(p) **Export.** Each party is responsible for ensuring that its actions with respect to the Licensed Materials or Services comply with the export control laws of the United States, United Kingdom, European Union and any other applicable law. Customer will not, directly or indirectly, export, re-export, transfer, re-transfer, sell, supply, or allow access to or use of the Licensed Materials or Services to, in, by, or for sanctioned, embargoed, or prohibited countries, persons, or end uses under U.S., U.K., European Union, or other applicable law (collectively, "Prohibited Uses"). Customer is responsible for screening for Prohibited Uses and obtaining any required licenses, governmental approval, or other authorizations. Upon learning that any of the Licensed Materials or Services were diverted contrary to the obligations in this Section, Customer will immediately notify DUX WRX.

(q) **U.S. Government Restricted Rights.** The Licensed Materials provided under this Agreement are “commercial items” as that term is defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” as these terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the Software and Documentation with only those rights set forth herein. Owner and licensor are DUX WRX, LLC, 1302 W Pine St, Rogers, AR 72758.

(r) **Compliance and Audit Rights.** Once annually, upon ten (10) business days prior written notice, DUX WRX may verify Customer's compliance with the Agreement by reviewing Customer's use and deployment of the Software. Either DUX WRX or an independent public accounting firm reasonably acceptable to both parties will perform the audit during Customer's regular business hours with minimal disruption to Customer's ongoing business operations. Customer shall pay DUX WRX for any over deployments of the Software disclosed by the audit, including any back maintenance fees owed for the over deployed Software. License fees for such over deployments will be invoiced to and paid by Customer at the undiscounted license list price in effect as of the audit completion date (“List Price”). DUX WRX will bear the costs of the audit, unless the audit discovers that the current List Price value of non-compliant Software deployment exceeds five (5%) percent of the total current List Price value of Customer's contractually allotted Software entitlement, in which case, Customer will pay the reasonable costs of the audit.

(s) **Publicity; Press Releases.** DUX WRX may: (i) on one or more occasions reference Customer and use its company name, logo, trademark, trade name, service mark, or other commercial designation in advertisements, brochures, customer lists, presentations, financial reports or other marketing, promotional or related materials; and (ii) upon Customer's approval, which approval will not be unreasonably withheld, DUX WRX may issue a press release (or similar public announcement or communication) publicizing the relationship between DUX WRX and Customer created by this Agreement. In addition, upon a successful deployment of a specific category of Standard Software the parties shall jointly issue a press release which will describe the value of DUX WRX technology and services to Customer's business.

(t) **Non-Solicitation.** Both parties agree that during the term of this Agreement and for one (1) year after the last date Services are performed under this Agreement, employees, agents, subcontractors or representatives of a party directly involved in the provision of Services under this Agreement will not directly or indirectly solicit for employment or engagement by the other party, without prior written consent of the first party; except, that nothing in this Agreement prevents either party from engaging in general recruiting directed to the public that do not target the personnel of the other party.

(u) **Personal Information.** Customer acknowledges that DUX WRX may process certain personal data, such as contact information set out in Appendix 1 of this Agreement, about the Customer and/or its agents, representatives, employees or other related third parties for its own purposes including for the purposes of: (i) processing orders; (ii) managing Customer's account with DUX WRX; and (iii) compiling aggregate statistics of the distribution and use of the Software. Customer warrants that it will comply with all applicable laws in the jurisdictions to which it or its Affiliates are subject to and will complete all necessary steps in order for DUX WRX to legitimately process the personal information on Customer's behalf, including to obtain sufficient and necessary consent, filings, approvals, permits from individual data subjects, competent regulatory authorities, and/or any third parties. Customer may request access to and correction of the personal information or exercise any other rights it may have in respect of this personal data. More details on DUX WRX's data processing activities are set out in its Privacy Policy (a current version (as at the date of the first Ordering Document Effective Date) is available <https://duxwrx.com/privacy>).

(v) **Security.** DUX WRX has implemented, and will maintain, an internal information security policy. DUX WRX's information security policy is designed specifically for equipment, networks and systems directly controlled by DUX WRX (collectively, the “DUX WRX Network”), and requires DUX WRX to implement several technical, physical and organizational measures to prevent the unauthorized access to information stored or processed on the DUX WRX Network. DUX WRX shall continuously improve its security program by implementing security controls as per its information security policy as it relates to Customer Confidential Information stored and processed on the DUX WRX Network. DUX WRX will notify Customer without undue delay of any security breach known to DUX WRX that directly affects the Customer Confidential Information, and in response to such breach, DUX WRX will take commercially reasonable efforts to prevent further such breaches.

(w) **Third Party Rights.** Except for DUX WRX's licensors, no third party will be deemed to be an intended or unintended third-party beneficiary of this Agreement.

(x) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which is deemed an original, and all of which together constitute one and the same instrument. The parties agree that a facsimile or portable document format (pdf) of a signed counterpart is effective and has the same force and effect as the original thereof. The parties' consent to use electronic signatures and the Agreement may not be invalidated on the basis that the documents and signatures were electronically provided. Unless otherwise stated on the relevant Ordering Documents, in the event the Customer requires both electronic signature and original wet ink signature on any Ordering Document and those signatures are applied on different dates, for the purposes of determining the Effective Date, the Effective Date will be based on the date of the first execution method.