

BATCHSYNC END-USER LICENSE AGREEMENT

Please read the terms and conditions of this End User License Agreement ("Agreement") carefully before you use the Software (as defined below). This is a legally binding contract. By assenting electronically, or installing the Software or using the Software, you accept all the terms and conditions of this Agreement on behalf of yourself and any entity or individual you represent or for whose Device you acquire the Software (collectively "you"). If you do not agree with the terms and conditions of this Agreement, do not continue the installation process, do not use the Software and delete or destroy all copies of the Software in your possession or control.

This Agreement relates to your use of certain software or services, including any Updates (each, a "Software") in connection with which you are accepting this Agreement, and any related Documentation. In this Agreement, "Vendor" means Maxlevel Inc. as providing the Software to you; "Documentation" means any user manuals and instructions provided with the Software; and "Applicable Conditions" means collectively the Subscription Term together with the types of Devices, Permitted Number of Devices, other transaction terms, conditions and documents you accepted when you acquired the Software (including any terms and conditions of sale), and any distribution agreement, reseller agreement, partner agreement or other agreement between you and Vendor.

1. LICENSE

Vendor grants to you a non-exclusive license to use the Software and the Documentation for the agreed period indicated in the Applicable Conditions, including any extensions or renewals of the agreed period (the "Subscription Term"), provided that you agree to the terms and conditions of this Agreement.

2. PERMITTED USE OF THE SOFTWARE

2.1. You may use the Software on, or to support, up to the agreed number (the "Permitted Number of Devices") of personal computers, servers, Internet-connected devices, mobile phones, smartphones, tablets, mobile network appliances, or other device compatible with the Software indicated in the Applicable Conditions exclusively:

2.1.1. In the case of Software that Vendor designates for corporate, commercial or business use (each, a "Business Software"), by you or your affiliates (those entities controlling you, controlled by you or under common control with you) for internal business purposes. In the event of any such use of the Business Software by your affiliate, you are responsible for your affiliate's compliance with this Agreement, and a

breach by your affiliate will be deemed a breach by you. Any obligations of Vendor under this Agreement will be owed solely to you and not your affiliates that use the Business Software under the terms and conditions of this Agreement.

2.1.2. In the case of all other Software (each, a "Consumer Software"), by a natural person or members of his household for personal, noncommercial purposes. For the avoidance of doubt, no Consumer Solution is provided or licensed for use by any: (i) natural person for commercial purposes; or (ii) business, company, government entity, nongovernmental organization or other not-for-profit entity, or educational institution.

2.2. You may make one backup copy of the Software.

2.3. Provided the Software is configured for network use, you may use the Software on one or more file servers or virtual machines for use on a single local area network for only one (but not more than one) of the following purposes:

2.3.1. Permanent installation of the Software onto hard disks or other storage devices for up to the Permitted Number of Devices; or

2.3.2. Use of the Software over such single local area network, provided the number of different Devices on which the Software is used does not exceed the Permitted Number of Devices; or

2.4. YOUR USE OF THE SOFTWARE OTHER THAN AS EXPRESSLY AUTHORIZED BY SECTION 2 OF THIS AGREEMENT, OR ANY RESALE OR FURTHER DISTRIBUTION OF THE SOFTWARE, CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT AND MAY VIOLATE APPLICABLE COPYRIGHT LAWS.

3. UPDATES

Vendor, from time to time during the Subscription Term and without your separate permission or consent, may from time to time deploy an upgrade or update of, or replacement for, any Software ("Update"), and as a result of any such deployment you may not be able to use the applicable Software or Device (or certain functions of the Device) until any such Update is fully installed or activated. Each Update will be deemed to form a part of the "Software" for all purposes under this Agreement. Updates may include both additions to, and removals of, any particular features or functionality offered by a Software or may replace it entirely, and Vendor will determine the content, features and functionality of the updated Software in its sole discretion. Vendor is not required to offer you the option to decline or delay Updates, but in any event you may need to download and permit installation or activation of all available Updates to obtain maximum benefit from the Software. Vendor may stop providing support for a Software until you have accepted and installed or activated all Updates. Vendor in its sole

discretion will determine when and if Updates are appropriate and has no obligation to make any Updates available to you. Vendor in its sole discretion may stop providing Updates for any version of the Software other than the most current version, or Updates supporting use of the Software in connection with any versions of operating systems, email programs, browser programs and other software with which the Software is designed to operate.

4. OWNERSHIP RIGHTS

4.1. The Software and Documentation are the intellectual property of Vendor and are protected by applicable copyright laws, international treaty provisions and other applicable laws of the country in which the Software is being used. The structure, organization and computer code of the Software are valuable trade secrets and confidential information of Vendor. To the extent you provide any comments or suggestions about the Software to Vendor, you grant Vendor the right and license to retain and use any such comments or suggestions for any purpose in its current or future products or services, without further compensation to you and without your approval of such retention or use.

4.2. Except as stated in this Agreement, your possession, use of a Software does not grant you any rights or title to any intellectual property rights in the Software or Documentation. All rights to the Software and Documentation, including all associated copyrights, patents, trade secret rights, trademarks and other intellectual property rights, are reserved by Vendor.

5. RESTRICTIONS

5.1. You may not copy or use the Software or the Documentation except as set forth in Section 2 of this Agreement. You may not, and may not permit any third party to:

5.1.1 use any unlock key, subscription key, authorization code, license number, username/password combination or other activation code or number supplied by Vendor in connection with any Software ("*Activation Code*") on, or for, more than the number of Devices specified by the Applicable Conditions;

5.1.2 disclose any Activation Code to any party other than Vendor or Vendor's designated representatives;

5.1.3 except as expressly authorized by law; (i) reverse engineer, disassemble, decompile, translate, reconstruct, transform or extract any Software or any portion of the Software; or (ii) change, modify or otherwise alter any Software;

5.1.4 except as authorized by a distribution agreement, reseller agreement or other agreement between you and Vendor or other member of Vendor Group, publish, resell, distribute, broadcast, transmit, communicate, transfer, pledge, rent, share or sublicense any Software;

5.1.5 except as expressly authorized by this Agreement, the Applicable Conditions or another agreement between you and Vendor or other member of Vendor Group, use any Software to manage the facilities of a third party or grant any third party access to or use of any Software on a service bureau, timesharing, subscription service or application service provider or other similar basis;

5.1.6 use any Software to provide or build a product or service that competes with the Software;

5.1.7 damage, disable or impair the operation of, or gain or attempt to gain unauthorized access to, any Software or to any property, Devices, software, services, networks or data connected to, or interoperating with, such Software, or to any content or data stored, accessed or delivered through such Software, by any means, including by hacking, phishing, spoofing or seeking to circumvent or defeat any firewalls, password protection or other information security protections or controls of whatever nature;

5.1.8 test or benchmark, or disclose or publish testing or benchmark results, for any Software without Vendor's prior written consent; or

5.1.9 defeat or circumvent, attempt to defeat or circumvent, or authorize or assist any third party in defeating or circumventing controls on the use of copies of any Software; or

5.1.10 violate Vendor's policy governing acceptable use of its Software (the "Acceptable Use Policy"), which you can find on Vendor web site. If and to the extent this Agreement and the Acceptable Use Policy conflict, the more restrictive provision will govern.

6. LIMITED WARRANTY; DISCLAIMER AND EXCLUSION OF LIABILITY

6.1. Subject to the remainder of this Section 6, Vendor warrants to you that the Software will perform, or will be performed, substantially in accordance with the Documentation for a period of 30 days following your initial acquisition of the Software. To make a warranty claim, you must follow the instructions provided by the source from which you

acquired the Software. If the Software does not perform substantially in accordance with the Documentation, the entire and exclusive liability of each member of the Vendor Group and each Vendor Partner, and your sole and exclusive remedy, in respect of such warranty will be limited to, at Vendor's option, to either: (i) replacement of the Software; or (ii) return of the Software to obtain a refund for the portion of the subscription fee you have paid for the unexpired or unused portion of the Subscription Term. This warranty applies only to the Software as originally delivered, and does not apply to: (i) any Updates; (ii) any defects caused by the combination, operation or use of the Software with: (A) software, hardware or other materials not provided by Vendor; or (B) Devices, software, or other materials that do not conform to Vendor requirements set forth in the Documentation.

6.2. EXCEPT AS STATED IN SECTION 6.1 OF THIS AGREEMENT, MEMBERS OF THE VENDOR GROUP AND VENDOR PARTNERS DO NOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING ANY SOFTWARE OR DOCUMENTATION. EXCEPT AS STATED IN SECTION 6.1 OF THIS AGREEMENT, THE SOFTWARE IS PROVIDED "AS IS" AND MEMBERS OF THE VENDOR GROUP AND VENDOR PARTNERS MAKE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS IMPLIED BY STATUTE, COMMON LAW, JURISPRUDENCE OR OTHER THEORIES OF LAW, INCLUDING IMPLIED WARRANTIES OR CONDITIONS OF NONINFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, SUITABLE QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. VENDOR DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, THAT ANY SOFTWARE WILL WORK PROPERLY ON ANY GIVEN DEVICE OR WITH ANY PARTICULAR CONFIGURATION OF HARDWARE AND/OR SOFTWARE, OR THAT ANY SOFTWARE WILL PROVIDE COMPLETE PROTECTION FOR THE INTEGRITY OF SELECTED DATA, INFORMATION OR CONTENT STORED OR TRANSMITTED VIA THE INTERNET.

6.3. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ANY SOFTWARE PROVIDED TO YOU WITHOUT FEES (INCLUDING ANY SOFTWARE PROVIDED AS A "FREE," "TRIAL" OR "BETA" SOFTWARE) IS PROVIDED ON AN "AS IS", "WITH ALL FAULTS," AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND AND WITHOUT SUPPORT OR OTHER SERVICES BY VENDOR.

6.4. TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT WILL VENDOR OR ANY COMPANY THAT CONTROLS, IS CONTROLLED BY OR IS UNDER COMMON CONTROL WITH VENDOR (COLLECTIVELY, THE "VENDOR GROUP") OR THEIR RESPECTIVE AGENTS, LICENSORS, REPRESENTATIVES, SUPPLIERS, DISTRIBUTORS, RESELLERS, WIRELESS CARRIERS OVER WHOSE NETWORK OR SYSTEMS ANY SOFTWARE IS PROVIDED, OR ANY OTHER BUSINESS PARTNER OF ANY MEMBER OF THE VENDOR GROUP (COLLECTIVELY, THE "VENDOR PARTNERS") BE LIABLE TO YOU OR ANY THIRD PARTY FOR:

6.4.1. ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL OR EXEMPLARY

DAMAGES OR LOSSES WHATSOEVER, WITHOUT REGARD TO CAUSE OR THEORY OF LIABILITY;

6.4.2 ANY DAMAGES FOR ANY LOSS OF BUSINESS, PROFITS OR REVENUE, LOSS OF PRIVACY, LOSS OF USE OF ANY DEVICE OR SOFTWARE (INCLUDING THE SOFTWARE), WASTED EXPENDITURE, COSTS OF PROCURING SUBSTITUTE OR REPLACEMENT GOODS, SERVICES OR DIGITAL PRODUCTS, BUSINESS INTERRUPTION, ANY UNAUTHORIZED DISCLOSURE OR LOSS (INCLUDING ANY CORRUPTION, DEGRADATION OR UNAVAILABILITY) OF ANY DATA OR INFORMATION OF ANY NATURE (WHETHER OR NOT ANY OF THE FOREGOING LOSSES, DAMAGES, COSTS OR EXPENDITURE ARE DIRECT OR INDIRECT LOSSES OR DAMAGES); OR

6.4.3 ANY OTHER PECUNIARY OR NONPECUNIARY LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT OR ANY SOFTWARE PROVIDED HEREUNDER; EVEN IF SUCH MEMBER OF THE VENDOR GROUP OR VENDOR PARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR OTHERWISE, NO MEMBER OF THE VENDOR GROUP OR ANY VENDOR PARTNER WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE (WHETHER DIRECT OR INDIRECT) FOR ANY UNAUTHORIZED ACCESS TO, OR ANY CORRUPTION, DEGRADATION, UNAVAILABILITY, ERASURE, THEFT, DESTRUCTION, ALTERATION, DISCLOSURE OR LOSS OF ANY DATA, INFORMATION OR CONTENT TRANSMITTED, RECEIVED OR STORED BY OR IN CONNECTION WITH ANY SOFTWARE REGARDLESS OF THE CAUSE. TO THE FULL EXTENT PERMITTED BY LAW, IN NO CIRCUMSTANCES WILL ANY MEMBER OF VENDOR GROUP OR ANY VENDOR PARTNER'S TOTAL AGGREGATE LIABILITY FOR ALL LOSS OR DAMAGE TO YOU OR ANY THIRD PARTY ARISING FROM OR RELATING TO ANY SOFTWARE, THE SUBSCRIPTION OR THIS AGREEMENT EXCEED THE GREATER OF: (I) FIVE U.S. DOLLARS (US\$5.00); AND (II) THE AMOUNT OF THE SUBSCRIPTION FEES YOU HAVE PAID FOR THE IMMEDIATELY PRECEDING 12 MONTHS OF THE SUBSCRIPTION TERM.

6.5. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY OF MEMBERS OF THE VENDOR GROUP AND VENDOR PARTNERS CONTAINED IN THIS AGREEMENT WILL NOT LIMIT OR EXCLUDE THEIR POTENTIAL LIABILITY FOR:

6.5.1 DEATH, PERSONAL INJURY OR FRAUD BEYOND THE EXTENT PERMITTED BY APPLICABLE LAWS; AND

6.5.2 ANY MATTER THAT MAY NOT OTHERWISE BE LIMITED OR EXCLUDED BY APPLICABLE LAWS.

7. PRIVACY; PROCESSING OF PERSONAL AND OTHER INFORMATION

7.1. You acknowledge and agree that any Software may communicate automatically with Vendor's cloud-based technology to function, and to make any Software and other Vendor products and services more effective. You may withdraw your consent to such communication only by uninstalling and/or deactivating the Software.

7.2. Vendor processes certain information and data (which may include personally identifiable information and/or personal data) relating to: (i) the user of the Software and/or any Device on which the Software is used; (ii) the Software and/or any Device on which the Software is used. Vendor's applicable privacy policy which you can find on Vendor web site describes how Vendor collects, uses and otherwise processes such information and data.

8. TERMINATION

8.1. This Agreement will immediately terminate upon your breach of any of your obligations in this Agreement (including any breach of your obligations in Sections 2, 5 or 9, which will result in forfeiture of any rights you may have to receive Updates or to obtain a refund for the portion of the subscription fee you have paid for the unexpired or unused portion of the Subscription Term). Vendor reserves the right to any other remedies available under law in the event your breach of any of your obligations under this Agreement adversely affects any member of the Vendor Group or any Vendor Partner. The exclusions and limitations of liability of members of the Vendor Group and Vendor Partners contained in this Agreement will survive termination of this Agreement.

8.2. Vendor, by notice to you, may immediately terminate this Agreement for convenience at any time with respect to any particular Software or all Software and the entire and exclusive liability of each member of the Vendor Group and each Vendor Partner, and your sole and exclusive remedy, in respect of any such termination will be limited to a refund for the portion of the subscription fees you have paid for the unexpired or unused portion of the Subscription Term. From the effective date of such termination you will no longer be entitled to use any affected Software and Documentation.

9. U.S. GOVERNMENT RESTRICTED RIGHTS

All Software qualify as "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 such 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 such Software and related Documentation with only those rights set forth in this Agreement that apply to non-governmental customers. Use of such Software and related Documentation constitutes agreement by the U.S. Government entity that the computer software and computer software documentation is commercial, and constitutes acceptance of the rights and restrictions set forth in this Agreement.

10. EXPORT CONTROLS

You must comply with all applicable U.S. and international laws governing export and re-export of the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. Without derogating from the generality of the foregoing, you represent, warrant and undertake that: (i) you are not a member of any of the denied persons list, unverified list, entity list, specially designated nationals list, debarred list or any other lists published by the U.S. Government; and (ii) you will not use, export or re-export any Software in, or to, territories, destinations, companies or individuals in violation of U.S. and E.U. embargoes or trade sanctions. You will indemnify, defend and hold each member of the Vendor Group harmless from and against any claim, demand, suit or proceeding, and all damages, liabilities, costs and expenses arising from your failure to comply with this Section 10.

11. GENERAL

11.1. Entire Agreement. This Agreement constitutes the entire agreement between you and Vendor relating to your use of the Software and Documentation. This Agreement supersedes all prior or contemporaneous oral or written communications, proposals, statements, warranties and representations with respect to your installation and/or use of the Software or Documentation. Notwithstanding the foregoing, nothing in this Agreement will diminish any rights you may have under existing consumer protection legislation or other applicable laws in your jurisdiction that may not be waived by contract. This Agreement, the Applicable Conditions and the Documentation, to the greatest extent reasonably practicable, will be construed to be consistent with each other, but in the event of a conflict they will govern in the following order of precedence: (i) the Applicable Conditions; (ii) this Agreement; and (iii) the Documentation.

11.2. Interpretation. The headings in this Agreement do not affect its interpretation. The use of any gender includes all genders. The singular includes the plural and vice-versa. Where a word or phrase is defined, its other grammatical forms have a corresponding

meaning. The words “includes” and “including” will be construed as followed by the words “without limitation.” Any reference to “use” of any software, Software or Update by you shall be deemed to include any installation of any such software, Software or Update by you (unless the context otherwise requires). This Agreement was originally prepared in the English language. Although Vendor may provide one or more translated versions of this Agreement for your convenience, the English language version of this Agreement will be the governing version of this Agreement in the case of any conflict or discrepancy. In the event that an ambiguity or question of intent or interpretation arises, in any judicial proceeding or otherwise, the terms of this Agreement will be construed as having been drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

11.3. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any applicable laws, it shall to that extent be deemed not to form part of this Agreement but the remainder of this Agreement will remain valid and enforceable to the greatest extent permitted by applicable law.

11.4. Impossibility. Vendor will not be liable for any failure or delay in performance, due in whole or in part, to utility failures (including power), failure of the internet, failure of telecommunications or information technology services, failure of telecommunications or information technology equipment, strikes or other labor disturbances (including without limitation a strike or other labor disturbance arising in respect of any members of the Vendor Group or any Vendor Partners), acts of war or terror, denial of service attacks or other information technology attacks or breaches affecting any member of the Vendor Group or any Vendor Partner, floods, sabotage, fire, other natural disasters or Acts of God, or any other cause beyond any member of Vendor Group or Vendor Partner’s reasonable control.

11.5. Waiver. The failure of either party to insist upon the strict performance of any of the terms, conditions and provisions of this Agreement shall not be construed as a waiver or relinquishment of future compliance with this Agreement, and the terms, conditions and provisions of this Agreement shall remain in full force and effect. No waiver of any term or condition of this Agreement on the part of either party shall be effective for any purpose whatsoever unless such waiver is in writing and signed by such party. The waiver by either party of a breach of any provision of this Agreement by the other party shall not be construed as a continuing waiver of such breach or as a waiver of other breaches of the same or of other provisions of this Agreement.

11.9. Assignment. You may not assign your rights or obligations under this Agreement without the prior written consent of Vendor. Vendor may assign this Agreement at any time in its sole discretion without any prior written consent by you.

11.10. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or will confer upon any person other than you, members of the Vendor

Group and Vendor Partners, any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. No person other than you, Vendor and members of the Vendor Group may bring a cause of action pursuant to this Agreement." Vendor will be entitled (but not obligated) to enforce any rights, remedies, limitations and exclusions of liability, and legal defenses of any member of Vendor Group or Vendor Partner under this Agreement, including any rights and remedies for any loss, damage or claim suffered or incurred by any member of Vendor Group or Vendor Partner: (i) arising from or in connection with any failure by you to comply with any term or condition of this Agreement; or (ii) you are required to indemnify under this Agreement." No such loss, damage or claim will be deemed excluded as indirect, consequential or incidental loss or damage under Section 6.4.1 as a result of such loss, damage or claim having been suffered or incurred by another member of Vendor Group or Vendor Partner rather than by Vendor.

11.11. Governing Law. This agreement shall be governed under the Laws of Finland without regard to conflict of laws rules and principles and without regard to the United Nations Convention of Contracts for the International Sales of Goods. The courts of Finland shall have the exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement.

11.12. Internet connection. Certain Software may require an active and stable connection to the Internet in order to function. It is therefore your responsibility to ensure that you have at all times an active and stable Internet connection.

11.13. Notice. Vendor may at any time deliver any notice to you via electronic mail, pop-up window, dialog box or other means, even though in some cases you may not receive the notice unless and until you launch a Solution. Any such notice will be deemed delivered on the date Vendor first makes it available through a Solution, irrespective of when you actually receive it.

11.14. Product names. Vendor from time to time may change the name of a Software, or change the name or logo applied to the Software to the name or logo of another member of the Vendor Group or a Vendor Partner. These changes do not alter your subscription for any Software, the Subscription Term or this Agreement, and do not give you any right to terminate your subscription for a Software, the Subscription Term or this Agreement.

Version 2018.2