

Lane Software License and Service Terms

This Software License and Services Terms (this “**License**”) states the terms, conditions, and restrictions on which Lane licenses its software for installation and use on Customer-controlled systems and on which Lane provides support, online services, and other services. The entity that is “Lane” and other capitalized terms used in this License are defined in Section 19 (Definitions and Interpretations) or in the Section where they are first used.

If Customer purchases Lane Software licenses or services from Lane’s reseller and there is a conflict between the reseller terms and conditions and this License, this License controls except as stated in Section 8 (Payments).

- 1. License.** The licensed Software is identified in the Order. Lane licenses the Software to Customer on a non-exclusive basis subject to the terms, conditions and restrictions stated in this License and the Order. The license is either for a perpetual term or for a limited term as stated in the Order, or if no term is stated in the Order is for a limited term of one month beginning on the delivery date. The license is worldwide subject to applicable export laws. The license may not be transferred or assigned except as part of an assignment permitted by Section 12 (Assignment, Subcontractors). Customer may use the Software only for its internal business purposes. Customer may not resell the Software license or use the Software to provide services to others unless it has signed a separate agreement with Lane that permits license resale or service provider use. Customer may authorize only the following individuals to use the Software on Customer’s behalf: Customer’s personnel and the personnel of third-party contractors for their use solely in support of Customer’s internal business operations (“**Outsourcers**”). Customer may not sublicense the Software except to its Outsourcers, and each sublicense is subject to all of the terms, conditions, and restrictions applicable to Customer’s license. The license is conditional on Customer’s payment in full of all fees stated in the Order based on the licensing fee and rate terms stated in the Order. The license may be suspended or terminated prior to expiration in accordance with Section 13 (Term and Termination). Customer may not use the Software except by means of the interface provided by Lane. Customer may not reverse engineer, decompile, or disassemble the Software except as permitted by applicable law notwithstanding this limitation and then on at least thirty (30) days advance written notice to Lane. Customer may not modify or create derivative works of the Software. Customer may not use the Software for the purpose of developing a competing technology. Customer may not publish any benchmarking or other performance analysis of the Software without Lane’s advance written consent. Customer may not make copies of the Software except as follows: (i) as to user documentation, as reasonably incident to Customer’s permitted use of the Software; (ii) as reasonably necessary for back up purposes, provided that back up copy (ies) of the Software may not be used except in the event the licensed copy (ies) installed on Customer’s

primary systems are unavailable and there is a failover to Customer's backup systems (and for reasonable testing in connection with failover planning); and (iii) as otherwise expressly stated in the Order. Customer may not remove any copyright or other proprietary rights notices that appear on or within the Software. Customer may not use the Software in any situation where failure or fault of the Software could lead to death or serious bodily injury of any person or damage to tangible property or environmental damage. Customer shall not authorize any person to violate these license terms.

2. **Open-Source Elements of the Software.** The Software includes software licensed under open-source licenses. License terms, notices, attributions, and other information about the open-source elements of the Software are available in the Help file(s) distributed with the Software. If there is a conflict between this License and any open-source license for software included in the Software, the open-source license will control as to the conflict.
3. **Delivery.** Software licenses are "delivered" as that term is used in this License on the first to occur of the date that the Software is installed on the Customer's systems or ten (10) days following the date the Software has been made available for download or provided on other media.
4. **Support.** Lane has no obligation to provide enhancements, updates, or error corrections for the Software or technical assistance for Customer's use of the Software unless Customer has purchased Support from Lane or Lane's authorized Support reseller. The terms and conditions applicable to Lane Support are stated in the Order and at www.laneds.com/support_terms (the "Lane Support Terms"). Lane may modify the Lane Support Terms from time to time, provided that no diminishment of Support is effective as to an Order for Support that is in place prior to the change until the renewal of the Order. If Customer has purchased Support from a Lane reseller it may renew Support by purchasing a renewal directly from Lane. If Customer permits Support to lapse, Lane may require Customer to purchase Support covering the period of the lapse as a condition to purchasing a Support renewal. If Customer purchases Support, it must purchase Support at the same level for all of production licenses of the Software. Implementation assistance and customizations are not included as part of Support but are provided for an additional fee as stated in the Order.
5. **Online Services.** If the Order includes Internet transmission of Customer content, the following additional terms apply to those online services:

5.1 Confidentiality, Security. Lane will not use or disclose the Customer content (including the address information) for any purpose other than providing the service to Customer and will use



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commercially reasonable efforts to avoid the unauthorized use or disclosure of the content. Lane may use one or more third parties to provide the Internet transmission services but remains responsible to Customer for the provision of the services to the same extent as if Lane had provided the services directly. Customer acknowledges that Lane's encryption and other security commitments for the Internet portion of any transmission does not cover the part of the transmission that originates or terminates on facsimile equipment or that is made other than via Internet Protocol, such as the part of a transmission that may occur on legacy telephone systems.

5.2. Data Protection.

5.2.1 HIPAA. Customer shall not use the online services to transmit data covered by HIPAA unless it has first notified Lane and signed a HIPAA compliant Business Associate Addendum to this License.

5.2.2 Personal Data Privacy. Lane shall comply with the data privacy laws and regulations of the United States and each State of the United States, including the California Consumer Privacy Act (the "CCPA") as applicable to processors of personal data (or "service providers" as that term is defined in the CCPA). Specifically, but without limitation, Lane shall not sell Customer's personal data, as those terms are defined in the CCPA. If Customer expects to use the online services to transmit personal data of individuals in the United Kingdom, European Union, or other jurisdiction within the European Economic Area, Lane will, on Customer's request, execute Lane's data privacy addendum that includes terms addressing the requirements of those regulations.

5.3 Suspension. Lane may suspend Customer's access to the online services as necessary to address a material security, operational, or compliance risk, or for Customer use of the services in violation of law or industry norms for acceptable use. Lane will give reasonable advance notice of the suspension and an opportunity to cure unless the suspension is made on an emergency basis to address a critical risk, in which case Lane shall give as much notice as reasonably practical under the circumstances.

5.5 Security. Customer acknowledges that Lane's encryption and other security commitments for the Internet portion of any transmission does not cover the part of the transmission that originates or terminates on facsimile equipment or that is made other than via Internet Protocol, such as the part of a transmission that may occur on legacy telephone systems and networks.



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6. Warranties.

6.1 Software. Lane warrants for the warranty period that: (i) the Software will materially conform to the applicable documentation; and (ii) the media on which the Software is provided will be free from material defects. As Customer's **sole and exclusive remedies** for a breach of the warranties stated in this Section, Lane will repair or replace the non-conforming element of the Software or re-deliver the Software on non-defective media, as applicable, provided that if repair or replacement is not commercially feasible then Lane may terminate the applicable Order and related licenses and refund any license fees and prepaid Support fees for unused Support paid by Customer. The warranty period is ninety (90) days beginning on the delivery. As a condition to the warranty remedy, Customer must give notice of the warranty breach during the warranty period or within thirty (30) days after the end of the warranty period and must cooperate with Lane's reasonable requests for information and assistance, including information necessary to reproduce the defect. The warranty stated in this Section does not apply to the extent a failure is due to: (i) Customer's failure to comply with the installation, operation, environmental, and other requirements or specifications stated in the Order or the documentation; (ii) any non-standard configuration or implementation of the Software implemented by Customer or implemented by Lane at Customer's request; or (iii) the interoperation between the Software and any custom modules or non-standard third-party technology element.

6.2 Support and Implementation Services. Lane warrants that it will provide Support and implementation services in a good and professional manner and in accordance with applicable laws. As Customer's **sole and exclusive remedy** for a breach of the warranty stated in this Section, Lane will re-perform non-conforming services or if Lane is unable to cure a breach through prompt re-performance and the breach is material, Customer may require a refund of fees paid for the non-confirming service for the month in which the breach is reported. The warranty period is thirty (30) days beginning on the date of performance of the services. As a condition to the warranty remedy, Customer must give notice of the warranty breach during the warranty period or within thirty (30) days after the end of the warranty period.

7. Third Party Technology.

7.1 Hardware. As between Lane and Customer any fax card or other hardware sold or provided by Lane with the Software ("**Hardware**") is provided **AS IS**. The Hardware manufacturer is solely responsible for the functioning and security of the hardware. If Customer has purchased Lane



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Support, Lane will provide limited troubleshooting support for any Hardware and will assist Customer in obtaining from the manufacturer a replacement for any defective or failed Hardware. Otherwise, Lane makes no commitment whatsoever with regard to Hardware.

- 7.2 Services.** If the Order includes third-party services, such as private network services, those services are provided by the third party subject to the third-party's terms and conditions referenced in the Order. As between Customer and Lane, those Services are provided **AS IS**.

8. Payments.

- 8.1 Reseller Terms.** If Customer orders Lane Software licenses or services from a Lane reseller, the payment terms stated in the reseller's agreement with Customer are applicable to that Order and Section 8.2 is superseded to that extent.

- 8.2 Lane Terms.** Customer shall pay all fees in the amounts and in accordance with the terms of the Order. Fees are stated exclusive of any sales, value added, use, excise, goods and services, import/export duties and levies, and like transactions taxes ("**Sales Tax**"). Customer must pay Sales Tax that Lane is required to collect and remit unless Customer has provided reasonably satisfactory evidence of a tax exemption. Customer may not withhold any taxes from fee payments except for withholding (or similar) taxes that Customer is legally required to withhold under laws applicable to Customer. If Customer withholds any taxes, it shall gross up the amount paid such that the amount paid net of the withholding tax is equal to the invoiced amount, or with Lane's consent, is not required to gross up the fee but shall promptly provide documentation of the withholding as reasonably requested by Lane, including documentation necessary to support Lane's claim for any foreign tax withholding credit. Customer is not required to pay any Lane expenses unless expressly required by an Order or other written agreement. If the Order includes Customer-paid travel expenses, Lane may invoice its reasonable air and ground transportation, lodging, meals, and reasonable incidentals (such as fees for Wi-Fi connections). Lane will provide receipts or other reasonably, customary evidence to support its expense invoices. Lane may, at its option, invoice authorized travel expenses in advance of the travel, provided that Lane must refund any collected amounts, less any non-refundable expenses already incurred, if Customer cancels the travel. Fees are non-refundable except as expressly stated in this License. Any discounts stated in this Order apply to the initial term of the Order only. Unless otherwise stated in the Order fees must be paid in U.S. Dollars. Lane may charge interest on overdue amounts at the greater of 1.5% per month or the highest non-usurious rate under applicable law. If any payment is more than fifteen (15) days past due and has not been cured within fifteen (15) days of Lane's notice of the overdue

payment, Lane may suspend all or any part of Customer's licenses or services or begin legal collection efforts, or both.

9. Records and Audit. Customer shall keep complete and accurate records showing the location where each copy of the Software has been installed or stored, and the relevant information necessary to verify its compliance with the license fee terms and with any Support requirements. Lane may audit Customer's records and facilities provided that: (i) it gives reasonable advance notice of the audit and conducts the audit without undue interference in Customer's operations; (ii) it conducts an audit no more than once per twelve (12) months unless it discovers non-compliance, in which case it may conduct an audit as often as once per three (3) months until there have been no findings of non-compliance for a period of twelve (12) months. In the alternative, Lane may require Customer to conduct a self-audit on reasonable terms and provide an attestation of Customer's officer or like official reporting the results. If Lane requests a self-audit, Customer shall complete the audit and return the results and attestation within 30 days of Lane's request. If an audit reveals unlicensed use, Customer must pay license fees and any related support fees due in respect of the use under the terms of any Support within ten (10) days of the date of the audit report. If the unlicensed use exceeds 5% of the authorized use, Customer shall also pay interest at the overdue rate provided in this License from the time that the fees would first have been due under the terms of this License. If the audit or certification reveals unlicensed use or more than 10% Customer shall also bear the reasonable cost of the audit. If the audit or certification does not demonstrate the date that the unlicensed use first began with clear and convincing evidence, the license period will be presumed to begin as of the effective date of the original Order for licenses purchased under this Exhibit. Lane acknowledges that information learned as part of an audit that is Confidential Information of Customer may not be used for any purpose unrelated to the audit.

10. No Other Warranties. Except for the warranties expressly stated in this License Lane makes no representations or warranties whatsoever and **disclaims any implied warranties such as any warranty of merchantability, suitability for a particular purpose, and any warranty that may arise through a course of dealing.** Specifically, but without limitation, Lane does not warrant or represent that the Software, Support, Online Services, or other services will be error free, uninterrupted, or completely secure.

11. Limitations on Damages. None of Lane or its affiliates, or its or their officers, directors, owners, members, managers, employees, personnel, licensors, suppliers, distributors, resellers, or subcontractors (the "Lane Persons") shall be liable to Customer for any indirect, special, incidental, or consequential loss or damage of any kind, or for any lost profits, revenue, business opportunities, use of data, customers, contracts, goodwill or reputation, or for any punitive or

exemplary damages arising from the subject matter of this License or an Order; and in no event shall the liability of any of the Lane Persons in connection with the subject matter of this License or any Order exceed, in the aggregate, the total amount paid or payable for the licenses or services from which the claim arose for the twelve (12) months immediately preceding the event(s) that gave rise to the claim. The limitations stated in this Section apply to any liability arising from any cause of action, including tort, commercial code, strict liability, or otherwise, **even if a limited remedy fails of its essential purpose.** Nothing in this Section precludes a party from seeking specific enforcement, injunctive relief, or other non-monetary equitable remedy that is available by law. If these limitations as written are not permitted by applicable law, they shall apply to the extent permitted by applicable law.

12. Assignments, Subcontractors. Neither of Lane or Customer may assign this License or any Order without the prior written consent of the other party except to an affiliate or as part of a transaction by which it transfers all or substantially all of its assets to a third party. Lane may use its affiliates or subcontractors to perform all or any part of the Services, but Lane remains responsible under this License for work performed by its affiliates and subcontractors to the same extent as if Lane performed the Services itself. If Customer assigns this License or an Order, it must transfer all copies of the Software to the assignee and uninstall all copies from its systems and must require the assignee to acknowledge in writing that it is subject to this License and the Order (s).

13. Term and Termination. Either party may terminate this License if the other party is in material breach of a term of this License and fails to cure the breach within ten (10) days of the other party's notice of the breach. Perpetual Software licenses survive termination of this License unless termination is by Lane for Customer's breach of the License or Order. All terms of this License that are intended by their nature to survive termination shall survive, such as Section 1, License (as to perpetual licenses), Section 2 (Open-Source Elements of Software), Section 15 (Governing Law, Venue), Section 16 (Mediation), Section 17 (Notices), Section 18 (Referrals to Third Party Service Providers), Section 19 (Definitions and Interpretations), and Section 20 (Miscellaneous).

14. Force Majeure. Neither party will be in violation of the License if the failure to perform the obligation is due to an event beyond its reasonable control, such as significant failure of a part of the power grid, failure of the Internet, natural disaster or weather event, war, riot, insurrection, epidemic, strikes or labor action, or terrorism.

15. Governing Law, Venue. This License is governed by the laws of the State of Texas and the United States of America, as applicable, excluding any law that require the application of the law of a different jurisdiction. Each of Lane and Customer agree that it shall bring any lawsuit or other legal

action related to this License in the State or Federal courts sitting in Bexar County, Texas. Neither party shall dispute the personal jurisdiction of such courts, and each party waives any objection it may have as to the venue of such court. **To the extent permitted by applicable law, each of Customer and Lane waive the right to a trial by jury in respect of any litigation arising out of the subject matter of this License.**

- 16. Mediation.** Except for a request for temporary injunctive or other equitable relief, each party agrees that it shall not file a lawsuit or other legal action in connection with the subject matter of this License unless it has first given the other party written notice of the dispute and attempted to resolve the dispute through good faith negotiation. At the request of either party, the dispute will be submitted for non-binding mediation conducted by a mutually acceptable mediator to be held in Bexar County, Texas. The parties will share equally the costs of the mediation, exclusive of any fees paid by a party to its internal or external legal advisors, accountants, and experts in connection with the dispute. The use of any mediation procedures will not be construed under the doctrines of laches, waiver, or estoppel to affect adversely the rights of either party. If the dispute is not resolved through negotiation or mediation within forty-five (45) days of the date of the initial demand for mediation, the parties are free to file a lawsuit or other action.
- 17. Notices.** Customer's address for notice purposes is the email address of the individual who serves as its primary business contact and the physical address appearing on the Order. Lane's address for notice purposes is legalnotice@lanetelecom.com and the physical address of its principal office in the United States published on Lane's website. Notices under this License must be given by electronic mail with a copy transmitted via first class United States mail (or if Customer is located outside of the United States, a reputable and established international priority mail service) on the date of the electronic mail notice. Notices are deemed given, received and effective as of the time transmitted by electronic mail, or if that time does not fall within a business day, as of the beginning of the first business day following the time transmitted. Notices must be given in the English language. A party may change its address for notice by giving notice in the manner stated in this Section.
- 18. Referrals to Third Party Service Providers.** As a convenience to Customer, Lane may identify unaffiliated third parties who provide network services, consulting services, or other technology or services useful to Customer. Lane does not endorse any third party and **makes no representation or warranty whatsoever regarding third parties it identifies for Customer's consideration.** Customer is responsible for investigating the third party's qualifications and skills.

19. Definitions and Interpretations.

19.1 The following terms, when capitalized, have the meanings stated:

Customer means the individual or legal entity that submits an Order for the purchase of Lane licenses or services.

HIPAA means the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and their respective implementing regulations

Lane means: (i) if Customer's headquarters are in the United States, Dura Lane, LLC, a Delaware limited liability company; or (ii) if Customer's headquarters are in any jurisdiction other than the United States, Dura Lane, Ltd. an entity organized under the laws of the United Kingdom.

Order means the written order, order form, proposal, quote, statement of work or other document prepared by Lane or the Lane-authorized reseller that has been signed and submitted by Customer to Lane or the Lane-authorized reseller and accepted by Lane or the Lane-authorized reseller and that describes the Software to be licensed, license fees, Software description, Support, support fees, implementation or other services and related fees, payment terms, and other transactions details.

Software means the general release, executable version of the software program identified in the Order, including all interfaces and related reporting tools and utilities, all general release user documentation, and all updates or enhancements that Lane provides to Customer as part of Support, and any customizations that Lane prepares for Customer as part of implementation services or otherwise.

19.2 The word "person" means an individual, legal person (such as a trustee or executor), entity, or other person recognized by law. The word "affiliate" means an entity that controls, is controlled by, or is under common control with the person referred to. The use of the word's "partner" or "partnership" in this License or otherwise refers only to a business relationship, and does not create or reflect any legal partnership, joint venture, or other fiduciary or other special relationship between the persons described as partners. The words "will" and "shall" are words of obligation, not expressions of intent or expectation. All references to monetary amounts mean United States Dollars unless otherwise indicated. The term "party" or "parties," either in lower- or upper-case form, refers to the signatories to this License unless specifically described as a "third party." A reference to "day" means a calendar day, unless expressly designated as a "business" day. The term "personnel" refers to employees of the person referred to and individual contractors of the person

referred to if the individuals are under the direct supervision of the person referred to. Nouns stated in the singular may imply the plural as indicated by the context, and pronouns that are gender specific should be read to refer to either gender. The Section captions in this License are for convenience only; they are not part of this License and should not be used to interpret the terms of this License. References to sections in any of the documents that comprise this License are references to the sections of the document in which the references appear unless otherwise indicated.

20. Miscellaneous. Software is licensed and not sold; except for the rights expressly granted in this License and the Order Lane reserves all right, title, and interest in and to the Software. No rights in intellectual property may arise by implication or estoppel. If there is a conflict between the terms of this License and the Order this License will control except to the extent this License expressly permits a term in the Order to control. This License and the Order(s) may be amended only by a written agreement signed by both parties that expressly refers to this License or the Order, as applicable. The pre-printed terms of Customer's purchase order or other business form are void and of no effect whatsoever. If any part of this License or an Order is found unenforceable, the rest of this License or the Order will continue in effect and the unenforceable part shall be reformed to the extent necessary to make it enforceable consistent with the business interests underlying the License and the Order. Each party may enforce its respective rights under this License even if it has waived the right or failed to enforce the same or other rights in the past. The relationship between the parties is that of independent contractors and not business partners. Neither party is the agent for the other and neither party has the right to bind the other on any agreement with a third party. Nothing in this License creates an obligation of exclusivity or non-competition. Each party is free to purchase and sell services of the type described in this License to any person, including competitors of the other party. Except as expressly stated otherwise, there are no third-party beneficiaries to this License.