

## Eco-Mail LICENSE AND MAINTENANCE TERMS

Eco-Mail Inc. (“**Eco-Mail**”) and DataBank (“**DataBank**”) are parties to a certain Channel Resale and Joint Marketing Agreement dated December 4, 2020 (“**DataBank Agreement**”), pursuant to which DataBank is incorporating these terms (“**License Terms**”) into the Eco-Mail quoted solution provided by DataBank to which these License Terms are referenced and available for review. Customer accepts and agrees to be bound and abide by these License terms.

Please read these License Terms carefully before engaging the Services of DataBank or Eco-Mail because they contain provisions that affect Customer’s rights and obligations for using the Eco-Mail solution. Customer acknowledges and confirms that (i) Customer has read and understands all of the terms, conditions, policies, provisions, disclosures and disclaimers contained herein, (ii) as between Customer and Eco-Mail, on the one hand, and Customer and DataBank on the other, these License Terms have the same force and effect as a signed agreement, and (iii) Customer expressly accept and agree to be bound by the terms hereof. Capitalized terms not otherwise defined herein will have the meaning set forth in the Customer Subscription License Agreement.

### 1. SOFTWARE LICENSE TERMS.

#### 1.1 License Grant.

Eco-Mail hereby grants to Customer a revocable, non-exclusive, non-sublicenseable, non-transferable, worldwide right and license (“**Software License**”) to use an object code (executable) version of the software set forth in the applicable Sales Order (“**Licensed Software**”), for so long as Customer (i) within ten (10) business days of the end of each calendar month, runs and provides Eco-Mail with that certain report that is generated by the Services that contains sufficient detail to enable Eco-Mail to determine such Customer’s use of the Services (such report, the “Monthly Volume Report”) and (ii) timely pays, directly to Eco-Mail or via DataBank, the license fees required hereunder and Customer is in compliance with all the terms and conditions in the Customer Subscription License Agreement, this Software Licensing Exhibit and in the applicable Schedule(s) and/or Exhibit(s). The Licensed Software does not include any Developed Works. To the extent the preceding sentence is contradictory to the Customer Subscription License Agreement, this Software Licensing Exhibit and all applicable Schedule(s) and/or Exhibit(s) hereunder will control. Eco-Mail will provide documentation related to the Licensed Software (“**Licensed Documentation**”). The Licensed Documentation will describe the proper procedures for using the Licensed Software and provide sufficient information to enable Customer to operate and maintain the Licensed Software.

#### 1.2 Scope of Use.

Unless otherwise set forth in Sales Order the Software License will permit use by any Customer affiliate, without additional charge, on an unlimited number of computers or other devices for an unlimited number of users in an unlimited number of locations throughout the world. In all other cases, access to and use of the Licensed Software by Customer will be limited only to a single Scope of Use described in the applicable Sales Order. “**Scope of Use**” means one or more of the following licensing metrics: a territory, a volume limit, a designated number of copies, a designated number of computer(s), designated number of location(s), a designated platform, a designated number of users, a designated volume of transactions, a designated number of work stations, or some other access and volume limit described on a Sales Order, subject to increase by execution of amendment(s) to the

Sales Order; provided, however, Scope of Use will only include one production instance for the Licensed Software.

### 1.3 Use of Licensed Software.

Customer will use the Licensed Software only to process data, or provide products or services, to its employees, consultants, Agents and contractors.

### 1.4 Definition of "Use" of Licensed Software.

For purposes of these Software License Terms, the term "**use**" means to copy, install, access, execute, operate, distribute, archive and run Licensed Software for test, development, production, archival, emergency restart and disaster recovery purposes. The Software License permits use through the Internet as well as any other technology means or methods now known or hereafter devised to enable interactions and communications between authorized Users (as defined in the applicable Sales Order) and Customer. For example, if Customer runs Licensed Software on a server and allows a User to access functions of the Licensed Software through a Web browser or similar widely available third party software, the "use" of the Licensed Software is occurring on the server, not on the User's computer. Unless otherwise specified in the applicable Sales Order, the User will not be required to obtain a separate license for the type of access described above.

### 1.5 Use of Licensed Software by Divested Business.

If Customer divests an affiliate, division, department or other business, then Customer may, as a part of the Software License: (a) use the Licensed Software and Licensed Documentation under the terms set forth herein, solely to provide transitional, migration or conversion services to the divested business for a period of time equal to the first to occur of (i) the end of the Software License Term as set forth in the applicable Sales Order; or (ii) the one-year anniversary of the date of divestiture; provided that the divested business' use does not materially expand the use of the Licensed Software and the divested business complies with the provisions of the Customer Subscription License Agreement, these License Terms and any applicable Schedule(s) or Exhibit(s). If Customer so requests, and provided the use by the divested business does not materially expand the use of the Licensed Software, DataBank will promptly and in good faith will enter into a new Customer Subscription License Agreement with the divested business with terms substantially similar to the terms of the original Customer Subscription License Agreement and its Schedule(s) and/or Exhibit(s) that apply to the Licensed Software and Licensed Documentation. The divested business will for all purposes be a new licensee with respect to Eco-Mail and DataBank's agreement with such divested business will not alter or impact Customer's obligations hereunder.

### 1.6 Third Party Use of Licensed Software.

The Software License will permit use by Agents, disaster recovery services providers, hosting services providers and other third parties providing processing, business or technical services or advice to Customer or any Auditors, and each such person will be treated as a User of the Licensed Software in accordance with the applicable Schedule and/or Exhibit. However, each third party using the Licensed Software (other than an Auditor) must agree: (a) to use the Licensed Software and Licensed Documentation solely for the benefit of Customer, and (b) be bound by confidentiality obligations no less restrictive than those in the Customer Subscription License Agreement.

#### 1.7 Non-Productive Use and Copies of Licensed Software.

Customer may make copies of and use the Licensed Software for testing, development, quality assurance, backup, archival, emergency restart, disaster recovery and similar purposes and store those copies off-site. None of those copies will be included when counting the number of copies or the amount of use under any per-copy, per-transaction, per-location or other similar pricing scheme. Customer will reproduce any copyright notices or other proprietary notices in the Licensed Software.

#### 1.8 Restrictions on Licensed Software.

Customer will not, for any reason, at any time, reverse engineer the Licensed Software, use, store, copy, upload, display, post, reproduce, modify, translate, republish, distribute, broadcast, transmit, create derivative works from, display, license, sell or otherwise exploit any part of the Licensed Software in any form.

#### 1.9 Use of Licensed Software to Interface with Other Products.

Customer may interface and use the Licensed Software with other software programs owned or licensed by Customer so as to permit that software to interoperate, whether by use of calls, exchange of data, link editing or otherwise. Eco-Mail will not obtain any ownership interest in that other software merely because it was interfaced or used with any Licensed Software. Eco-Mail's warranties with respect to the Licensed Software apply solely to the Licensed Software and do not extend to the interface of such Licensed Software with other software programs, unless otherwise provided in the applicable Schedule and/or Exhibit.

#### 1.10 New Locations for Licensed Software.

Customer may, at any time, without prior notice to or consent of Eco-Mail, transfer the Licensed Software to new machines or new locations at no additional charge. Customer or its designee may install the Licensed Software on a backup or replacement computer system, site, or network on a temporary or permanent basis to support the transfer of the Licensed Software from one Customer facility to another Customer facility or in parallel on two systems during the conversion to a replacement system or upgrade of the existing system.

#### 1.11 Operating Environments.

**“Operating Environment”** means the hardware platform and any other equipment, configurations, operating systems, control programs, software and other elements of the operating environment (including an Internet or Internet oriented operating environment or a virtual environment) supported by Eco-Mail on or in which Customer uses the Licensed Software.

#### 1.12 Successor Products of Licensed Software.

If Eco-Mail removes any features or functionality from the Licensed Software and subsequently offers those features or functionality in a new or different product (whether directly or indirectly or through a third party), then the Software License will be deemed to include: (a) the portion of those new or different products that contain the original features, or (b) if those features cannot be separated out, the entire product. If Eco-Mail stops licensing the Licensed Software other than as bundled or otherwise combined with other software, the Software License will be deemed to include that other software. If the Licensed Software is a suite or other combination of software products, and Eco-Mail

elects to unbundle or otherwise separately license those products, the Software License will be deemed to include all of the products containing the functionality originally licensed to Customer. There will be no additional charge for changes to the scope of the Software License under this Section 1.12; provided.

#### 1.13 Use of Licensed Software in an Alternative Processing Complex.

The Software License will include the right to use the Licensed Software in a virtual environment whether on a multiprocessor computer, a set of computers connected together to act as one computer, or another type of processing complex, subject to the applicable Sales Order. Use on a processing complex will be deemed to be use on a single computer, regardless of the number of CPUs in the processing complex. Eco-Mail will not charge any upgrade fee or other additional charge for such use or if Customer: (a) moves the Licensed Software to a processing complex that has a greater capacity or belongs to what is commonly described as a higher tier group, or (b) adds processors or other additional capacity to any computer in the processing complex or (c) changes the technologies used in the virtual environment (e.g., from VMWare to MS HyperV).

#### 1.14 Electronic Delivery of Licensed Software.

Eco-Mail will deliver the Licensed Software and Licensed Documentation through purely electronic communication.

#### 1.15 Authorization Codes for Licensed Software.

Eco-Mail will provide any passwords, keys and other authorization codes that Customer needs to use the Licensed Software. Those authorization codes will be “permanent” if the applicable license is perpetual and, if the license is not perpetual, those authorization codes will be for the full term of the license plus one year. Further, those authorization codes will be fully functional on all Operating Environments.

#### 1.16 Security Baseline Configuration.

If the Licensed Software is security configurable, Eco-Mail will provide Customer with Security Baseline Configuration Settings at the time it delivers the Licensed Software to Customer and with updates to such settings promptly after Eco-Mail begins to distribute the updates generally. “**Security Baseline Configuration Settings**” means the software configuration settings recommended by Eco-Mail that affect the security of the Licensed Software, as determined by Eco-Mail. Eco-Mail will provide Customer with patches or fixes and a written description that each patch or fix addresses and will do so promptly after Eco-Mail begins to distribute the patches or fixes generally. Eco-Mail will promptly notify Customer about any security related or other issues that affect the Licensed Software and will include in such notice a rating of risk associated with those issues and the reasonably expected impact that the issues may have on any Customer Entity or their customers.

#### 1.17 Ownership Rights in Licensed Software and Data.

As between Eco-Mail and Customer: (a) title to the Licensed Software and Licensed Documentation, and all Intellectual Property Rights in the Licensed Software and Licensed Documentation, will at all times remain with Eco-Mail, subject to the Software License; and (b) Customer will own all of the data processed by the Licensed Software.

## 2. SOFTWARE MAINTENANCE TERMS.

### 2.1 General Software Maintenance Terms.

The terms of this Section 2 apply to the Licensed Software Eco-Mail has agreed to maintain pursuant to an SOW and for which Customer has paid the maintenance fees listed in the applicable SOW (the "**Maintained Software**"). Eco-Mail will provide the following maintenance and support Services ("**Software Maintenance**") for the Maintained Software:

- (a) preventive and remedial services to maintain that Maintained Software in Compliance and good operating condition;
- (b) corrections, enhancements, improvements, releases, versions and other Deliverables providing updates for the Maintained Software ("**Updates**"); provided, however, "Updates" shall not include updates or upgrades that Eco-Mail licenses separately, for additional fees, to other customers;
- (c) a telephone support line for use within the United States, and, if applicable, a telephone support line which can be accessed internationally; or
- (d) online access to technical support bulletins and all Updates.

Unless otherwise provided in a Sales Order, Customer is responsible for providing first level user support and training.

### 2.2 Performance of Software Maintenance.

The Eco-Mail Personnel assigned to perform Software Maintenance will be fully qualified to do so and familiar with both the applicable Maintained Software and Customer's use of that Maintained Software.

### 2.3 Customer Responsibilities.

Eco-Mail's provision of the Software Maintenance Services to Customer is subject to Customer's compliance with the following (collectively, the "**Customer Responsibilities**"):

- i. Customer shall provide Eco-Mail with access to Customer's personnel and the equipment if a problem Customer is experiencing cannot be reasonably duplicated at Eco-Mail's support facilities;
- ii. Customer shall document and promptly report all errors or malfunctions of the Licensed Software to Eco-Mail.
- iii. Customer shall maintain a current backup copy of all Licensed Software and related data.
- iv. Customer shall train (or have trained by Eco-Mail) its personnel in the use and application of the Licensed Software.
- v. Customer shall be required to reimburse all reasonable and ordinary costs that are incurred by the Eco-Mail for any onsite assistance that is requested in writing by Customer including travel, boarding and lodging, provided such expenses are in

compliance with Customer's then current travel and expense policy. All airline travel must be in tourist/economy class to be eligible for reimbursement.

#### 2.4 Support for Software Maintenance.

Eco-Mail will provide Customer with unlimited telephone support to resolve questions about the implementation, configuration, use and operation of the Maintained Software, as well as the status of problems reported by Customer; provided that (i) Customer has satisfied the Customer Responsibilities set out above, (ii) the only persons contacting Eco-Mail are Designated Contact Persons, as defined below and (iii) none of the support relates to Causes Not Attributable to Eco-Mail, as defined below (collectively, (i) through (iii) will be referred to herein as the "**Excluded Support**"). Any Excluded Support services performed by Eco-Mail will be invoiced by Eco-Mail to Customer at prevailing professional service hourly rates as described in the applicable SOW. Telephone support and Internet support will be available 24 hours per day, seven days per week, except as specified otherwise in the applicable Schedule and/or Exhibit. Eco-Mail will respond to Customer and resolve problems in accordance with the Service Level Agreement set forth in Schedule A hereto.

#### 2.5 Service Calls; Tracking for Software Maintenance.

Customer may place requests for Software Maintenance ("**Software Service Calls**") through e-mail or Eco-Mail's telephone support line or through such other means as the parties may agree to in a Schedule and/or Exhibit. Software Service Calls may be made only by the Customer Relationship Manager who may in turn designate no more than 10 individuals who will be authorized to contact Eco-Mail (each, a "**Designated Contact Person**"). The Relationship Manager will provide Eco-Mail a written list of the Designated Contact Persons, which may be revised by the Relationship Manager from time to time. The Designated Contact Persons will use reasonable efforts to provide all information that Eco-Mail reasonably requests about each Software Service Call. Eco-Mail will maintain a record of all Software Service Calls and Eco-Mail's efforts to resolve problems. Eco-Mail will provide the Designated Contact Persons with a unique ticket number for each Software Service Call. In the event of concurrent Software Service Calls, Customer reserves the right to set the priority for the resolution of the problems.

#### 2.6 Remedial Software Maintenance.

Eco-Mail will promptly notify Customer of any Errors or other nonconformities in the Maintained Software. "**Error**" means any error, defect or malfunction in the Maintained Software that: (a) causes the integrity of the Maintained Software's data to be compromised or corrupted; (b) causes an unexpected error message or fatal error to occur while using the Maintained Software; (c) causes the Maintained Software to fail to conform to any of the applicable warranties; or (d) otherwise causes the Maintained Software to fail to be in Compliance. Eco-Mail will correct all Errors, repair or replace all defective or inoperable Maintained Software and otherwise cause the Maintained Software to be in Compliance in accordance with the Service Level Agreement set forth in the Schedule A hereto.

#### 2.7 Updates to Maintained Software.

Each Update will be provided as it is made generally available by Eco-Mail to any of its customers. In addition, Customer will notify Eco-Mail in writing of any Laws with which Customer's use of the Licensed Software must comply and Eco-Mail will use commercially reasonable efforts to provide such Updates at least 90 days before compliance is required by the applicable Laws or within 90 days of the receipt of written notice from Customer of such Laws, whichever is later. Updates for

Maintained Software will be deemed part of the Maintained Software. Updates to Developed Works will be deemed part of the Developed Works.

## 2.8 Compatibility; Prior Version Support for Maintained Software.

Eco-Mail represents and warrants that each Update will be compatible with each preceding version of the Maintained Software, including versions customized for Customer. Eco-Mail will continue to provide Software Maintenance for: (a) each Update for at least 18 months after delivery to Customer, and (b) at least the two immediately prior major Updates provided to Customer. The term “major Update” (also sometimes referred to as “version”) means an Update containing substantially enhanced business functionality not previously included in the Maintained Software and may be designated by Eco-Mail by an incremental increase in the version number of at least one tenth of one percent (one place to the right of the decimal point) (for example, version 1.1 designates a major Update to version 1.0).

## 2.9 Software Platforms.

Eco-Mail will continue to maintain the Licensed Software in a form compatible with supported versions of the AWS operating system and managed services required to operate the Licensed Software or other supported operating environments. Within a commercially reasonable time after a new version of any of those third party platforms becomes generally available, Eco-Mail will issue an Update to ensure that the Licensed Software remains compatible with that platform. If Customer elects to use another platform supported by Eco-Mail, then upon Customer’s written request, which will include specific detail about the alternate platform configuration and specifications, Eco-Mail will deliver to Customer, copies of any generally available versions of the Maintained Software certified for use with the alternate platform at no additional charge (except additional license charges if specifically stated in the applicable Schedule and/or Exhibit).

## 2.10 Remote Access to Provide Software Maintenance.

Except as expressly specified in the applicable Schedule or Exhibit to the Customer Subscription License Agreement, in no event will Customer be required to provide Eco-Mail with any remote access to any Customer computer or network.

## 2.11 **EXCEPTIONS**

Software Maintenance Services are included in the subscription fees payable under the Customer Subscription License Agreement; provided, however such Software Maintenance Services will not include services or support requested by Customer as a result of, or with respect to, causes which are not attributable to Eco-Mail (“**Causes Not Attributable to Eco-Mail**”). Services or support related to Causes Not Attributable to Eco-Mail will be invoiced by Eco-Mail to Customer at prevailing professional service hourly rates as described in the applicable Schedule and/or Exhibit. Causes Not Attributable to Eco-Mail include, but are not limited to:

- i. Customer’s breach of or failure to perform its obligations under the Agreement, including timely provision of Customer’s technical, engineering and/or support resources;
- ii. Accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by Eco-Mail; excessive heating; fire and smoke damage;

- iii. Operation of the Licensed Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;
- iv. Improper installation by Customer, or its agents, or Use of the Licensed Software that deviates from any operating procedures established by Eco-Mail in the applicable Documentation;
- v. Modification, alteration or addition, or attempted modification, alteration or addition, of the Licensed Software undertaken by persons other than Eco-Mail;
- vi. Software programs made by Customer or other parties, or customized programs made by other parties;
- vii. Customer's failure to provide timely transmission, release, or access to critical information as defined by Eco-Mail required to analyze and remediate any error reported by Customer;
- viii. Changes made to Customer's IT environment that were not communicated in advance that adversely impact Eco-Mail's ability to perform Software Maintenance;
- ix. Problems related to a prioritization or reprioritization of tasks by Customer, where Eco-Mail has notified Customer in advance that such prioritization or reprioritization may affect the operation of the Licensed Software and where Customer approves the change regardless of this notification;
- x. For any development, test, or training systems or environments; or
- xi. For any delay in or failure of by Eco-Mail or Customer performance under Amendment or any applicable Schedule and/or Exhibit if such delay or failure arises by any reasons beyond either party's reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications or utilities, or any act or failure to act by the other party or such other party's officers, employees, agents or contractors; provided, however, that lack of funds shall not be deemed to be a reason beyond a party's reasonable control.



**Schedule A to the License Terms**  
**SERVICE LEVEL AGREEMENT; SUPPORT**

**Support Hours**

Eco-Mail will provide Customer with email and web-based support 5 days per week, 24 hours per day.

**Contacts and Contact Information**

Support Contact Methods

- For Web-based technical support, Customer may contact Eco-Mail at <https://support.eco-mail.com>.
- For electronic mail support, Customer may contact Eco-Mail at: [EMXsupport@eco-mail.com](mailto:EMXsupport@eco-mail.com).

**Customer Responsibilities**

Customer shall have primary responsibility for daily operation of the Eco-Mail Software including;

- Daily “ready for business checks”
- Intra-day monitoring of application error and alert queues
- Starting and stopping of application processes
- file storage, directory access and hygiene,
- infrastructure capacity monitoring & mitigation
- application database backups and restores,
- updates or changes to static passwords,
- changes to security certificates. single sign-on and any other authentication and authorization policies,
- changes related to the addition and/or removal of users and groups,

Customer is responsible for providing first level support and, prior to initiating support requests, shall make reasonable efforts to identify and resolve problems utilizing provided documentation and Eco-Mail knowledgebase. Customer shall initiate all incidents requiring support by submitting request on Eco-Mail’s web-based support site. All issues not covered by this the Software Maintenance Terms, set forth in Section 2 of the License Terms will be billed at the agreed upon schedule rates.

**A. Support Requests.**

If Customer encounters a problem in the usage of the Services and sends a support request to Eco-Mail, Eco-Mail shall diagnose and reasonably assign a priority to the noted problem. If it is determined by Eco-Mail that said problem is caused by an error in the Services, Eco-Mail shall correct said problem. If it is determined that said problem is not caused by an error in the Services, Eco-Mail shall advise Customer. For the purposes of the Agreement, an “error” or “defect” or “problem” in the Service means a failure of the Service to operate in accordance with its Documentation and/or the purposes for which it is intended to be used. Support tickets opened and assigned a service level impact that does not match the descriptions and severity defined here may be adjusted to reflect the actual impact appropriate for the issue reported by Eco-Mail Support staff; a notification email of an impact severity adjustment will be sent to the request/reporter of the original ticket.

Support requests shall be classified by the following priority and response levels:

Severity Level	Definition	Example	Initial Response Time to Customer
P1 – Critical	Due to an error in a Production Environment, Eco-Mail is down or seriously impacted, or the Customer Data is lost or destroyed, or there is a critical security flaw and there is no workaround currently available.	<ul style="list-style-type: none"> <li>Customer is unable to register or log in to the Service</li> <li>Applications are not saving</li> <li>Customer Data has been lost</li> <li>Customer Data is exposed to unauthenticated users</li> <li>Authorized Users are able to escalate their privileges</li> <li>Authorized Users are able to corrupt data.</li> <li>Authorized Users are unable to complete a transaction</li> </ul>	<b>1 hour</b>
P2 - High	Due to an error, the Service or Eco-Mail System is moderately affected. There is no workaround currently available or the workaround is cumbersome to use.	<ul style="list-style-type: none"> <li>Service or Eco-Mail System performance is slow or degraded</li> <li>Feature/functionality is not working as intended, impacting multiple Customers, with no workaround.</li> </ul>	<b>2 hours</b>
P3 – Medium	The error is not critical - no Customer Data has been lost, and the Eco-Mail System has not failed. The error has been identified and does not prevent normal operation of the Services or the Eco-Mail System, or the situation may be temporarily circumvented using an available workaround.	<ul style="list-style-type: none"> <li>Eco-Mail System shows a non-blocking error message</li> </ul>	<b>8 hours</b>
P4 – Low	Non-critical errors, general questions, or requests for enhancements to the Services or Eco-Mail System.	<ul style="list-style-type: none"> <li>Layout or styling bugs</li> <li>General requests</li> </ul>	<b>24 hours</b>