

ON-PREMISES LICENSE AGREEMENT

THIS ON-PREMISES LICENSE AGREEMENT (THIS “AGREEMENT”) GOVERNS YOUR USE OF THE HARPERDB, INC. (“HARPER”) SOFTWARE. BY ACCEPTING THIS AGREEMENT, EITHER BY INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT AND WILL BE REFERRED TO AS “YOU” OR “LICENSEE” IN THIS AGREEMENT. HARPER AND LICENSEE ARE HEREINAFTER REFERRED TO INDIVIDUALLY AS A “PARTY” AND COLLECTIVELY AS THE “PARTIES”.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” AND “LICENSEE” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE HARPER SOFTWARE.

This Agreement was last updated on May 22, 2025. It is effective between You and Harper as of the date You accepted this Agreement (the “**Effective Date**”). All section headings used herein are for convenience only and shall not be used to interpret any section of this Agreement.

1. DEFINITIONS.

1.1 “Licensee Property” means all information and materials, including, without limitation, all Confidential Information and all Licensee input and output data and Licensee specific business processes, provided by Licensee to Harper under this Agreement.

1.2 “Documentation” means the then-current online user manuals provided by Harper to Licensee in connection with the Software.

1.3 “Error” means any reproducible material error or material defect in the Software that causes the Software not to operate substantially in accordance with the Documentation.

1.4 “Intellectual Property Rights” means all worldwide intellectual property rights in existence now or in the future, including without limitation, copyrights, trademarks, service marks, trade secrets, know how, inventions, patents, patent applications, moral rights and all other proprietary rights, whether registered or unregistered.

1.5 “License Key” means the software key provided to Licensee by Harper that is necessary to allow use of the functionality of the Software in accordance with the applicable Order and Section 2.1.

1.6 “Order” means any written order document executed by Harper and Licensee setting forth the terms and conditions relating to the Software licensed under this Agreement. Each Order is incorporated by reference into this Agreement.

1.7 “Software” means Harper’s proprietary data management software program described in the applicable Order, in executable code format, and any modified, updated or enhanced versions of such programs or modules that Harper may provide to Licensee pursuant to this Agreement.

1.8 “Support” means those maintenance and Support for the Software described in Section 4.

1.9 “Third Party Software” means any third party software programs necessary for the operation of the Software identified by Harper in the applicable Order, if any.

2. LICENSE GRANT AND OTHER RIGHTS.

2.1 License Grant. Subject to the terms and conditions of this Agreement, including, without limitation, payment of applicable license fees, Harper grants to Licensee, during the Term, a limited, non-exclusive, non-transferable (except as otherwise provided in Section 12.2), license, without the right to sublicense, to install and execute the Software solely for Licensee’s internal business purposes in accordance with the Documentation and the limitations as set forth in this Agreement and the applicable Order. For the avoidance of doubt, under the foregoing license right, Licensee may install the Software on a third party service provider’s servers that are under Licensee’s control and Licensee may access and use the Software from such servers under Licensee’s control.

2.2 Restrictions. Licensee shall not make any copies of the Software and Licensee shall obtain a separate License Key for each instance of the Software used by Licensee. Licensee acknowledges that the Software and its structure, organization, and source code, constitute valuable trade secrets of Harper and its suppliers. Except as expressly permitted in this Agreement or an Order, Licensee shall not, and shall not permit any third party to: (a) copy, modify, adapt, alter, translate, or create derivative works from the Software or the Documentation; (b) sublicense, distribute, sell, use for service bureau use or as an application service provider, lease, rent, loan, or otherwise transfer the Software or the Documentation to any third party; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software (except to the extent required by applicable law); (d) knowingly take any action that would cause the Software (including any License Keys) to be placed in the public domain, or (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the Software; or (f) otherwise use the Software except as expressly permitted in this Agreement. Licensee will not allow any access to or use of the Software by anyone other than Licensee, or its employees or agents, and any such use must be consistent with the terms, conditions and restrictions set forth in this Agreement. Licensee shall notify Harper of any unauthorized use or disclosure of the Software.

3. DELIVERY, ACCEPTANCE AND INSTALLATION. Harper shall deliver the Software electronically via Harper's standard electronic delivery process. Without limiting the warranties in Section 6.1, the Software will be deemed accepted upon delivery. Unless otherwise set forth in this Agreement, Licensee is responsible for installing the Software and License Keys in accordance with the Documentation and the installation instructions provided by Harper. Licensee acknowledges that the Software uses a license key mechanism used to set up and restrict the functionality of the Software. Licensee agrees not to use unauthorized license keys or otherwise circumvent Harper's License Key mechanism. Licensee is responsible for providing all applicable hardware and the Third Party Software required for the operation of the Software. All Third Party Software license agreements will be agreed to by Licensee and the applicable Third Party Software vendor.

4. SUPPORT SERVICES. Subject to Licensee's payment of any applicable support fees and the terms and conditions of this Agreement, Harper will provide Licensee with Support for the Software in accordance with Harper's support agreement available at <https://www.harpersystems.dev/legal/harper-support-policy>.

5. FEES AND PAYMENT.

5.1 Fees. Licensee shall pay Harper the fees set forth in the applicable Order, and other agreed upon fees and expenses, in accordance with Section 5.2 (collectively, the "**Fees**"). All Fees are non-cancelable and non-refundable, except as otherwise expressly set forth in this Agreement. Fees exclude, and Licensee shall make all payments of Fees to Harper free and clear of, all applicable sales, use, and other taxes and all applicable export and import fees, customs duties and similar charges. Licensee agrees that Licensee has not relied on the future availability of any software, programs, updates or upgrades in entering into any payment obligations under this Agreement.

5.2 Payment Terms. Licensee shall pay to Harper the Fees upon execution of this Agreement. Unless otherwise agreed to in writing by both parties, Licensee shall pay to Harper any additional Fees, travel, and other services, expenses or charges within 30 days after Licensee's receipt of the applicable invoice. All payments must be made in U.S. dollars. Harper may charge Licensee interest on any amounts not paid when due at the rate of 1½% per month or the maximum rate permitted by applicable law; whichever is less, from the due date until paid.

5.3 Harper's invoices shall include any applicable direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "**Taxes**"). Licensee is responsible for paying all Taxes associated with its purchases hereunder (excluding taxes based on Harper's net income or property), unless Licensee provides Harper with a valid tax exemption certificate authorized by the appropriate taxing authority. Unless otherwise stated, all prices set forth on an Order are exclusive of Taxes.

5.4 Audit Rights. At all times during the Term, and for at least 3 years after termination of this Agreement, Licensee shall maintain complete and accurate records of all information relevant to Licensee's usage of the Software and other performance related to this Agreement. Harper may, during normal business hours and upon at least 5 business days prior notice, audit Licensee's records relating to Licensee's use of the Software and performance under the Agreement in order to verify that Licensee has complied with the terms of this Agreement. Licensee shall promptly pay to Harper any amounts shown by any such audit to be owing, as reasonably determined by Harper, plus interest as provided in Section 5.2 above. Such audits may be conducted no more than once in any period of 6 consecutive months.

6. WARRANTIES; DISCLAIMER

6.1 Software Warranty. For a period of 30 days after the date of delivery of the Software ("**Software Warranty Period**"), Harper warrants that the Software, when used as permitted by Harper and in accordance with the instructions in the Documentation, will operate free of Errors. Harper does not warrant that the Software will meet the requirements of Licensee. Harper does not guarantee that the Software will perform uninterrupted or error free, or that Harper will correct all Errors. The warranties set forth in this Section 6.1 do not cover any copy (complete or partial) of the Software or any Documentation which has been altered or changed in any way by Licensee or other third party. Harper is not responsible for problems caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Software is procured, nor is Harper responsible for problems with the Software that occur as a result of third party software or hardware that is incompatible with the operating system for which Licensee procured the Software.

6.2 Support Warranty. Harper warrants that Support, if ordered, will be provided in a professional and workmanlike manner. Licensee must notify Harper of any Support warranty deficiencies within 30 days after performance of the deficient Support.

6.3 Remedies. Harper shall, at its own expense and as its sole obligation and Licensee's exclusive remedy for any breach of the above warranties (a) with regard to the warranty in Section 6.1, use reasonable efforts to correct those reproducible Errors that caused breach of the warranty reported during the warranty period, or, if Harper reasonably determines that it is unable to correct the Error, Harper shall refund to Licensee all Fees actually paid, in which case this Agreement and Licensee's right to use the Software will be terminated, and (b) with regard to the warranty in Section 6.2, re-perform the deficient Support.

6.4 Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 6, THE SOFTWARE, DOCUMENTATION, AND SUPPORT ARE PROVIDED "AS-IS" AND THE EXPRESS WARRANTIES IN THIS SECTION 6 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SOFTWARE, SERVICES AND SUPPORT, AND HARPER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE OR COURSE OF DEALING. LICENSEE ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES PROVIDED HEREIN AND THAT NO WARRANTIES ARE MADE HEREIN BY ANY OF HARPER'S SUPPLIERS.

7. INFRINGEMENT CLAIMS. Harper shall defend any claim, suit, or action against Licensee brought by a third party to the extent based on an allegation that the Software, as delivered, infringes any Intellectual Property Rights of such third party (each, a "**Licensee Claim**"), and Harper shall indemnify and hold Licensee harmless, from and against damages, losses, liabilities, and expenses (including reasonable attorneys' fees and other legal expenses) (collectively, "**Losses**") that are specifically attributable to such Licensee Claim or those costs and damages agreed to in a settlement of such Licensee Claim. The foregoing obligations are conditioned on Licensee: (a) promptly notifying Harper in writing of such Licensee Claim; (b) giving Harper sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Harper's request and expense, assisting in such defense. If Harper believes that the Software infringes or has infringed a third party's Intellectual Property Rights, then Harper may, at its option and at its own expense either (a) procure for Licensee the right to continue using the Software, (b) replace the Software with a non-infringing but functionally equivalent product, (c) modify the Software so it becomes non-infringing, or (d) if none of the foregoing alternatives is commercially reasonable, then Harper may terminate the license for, and require return of, the Software and refund a pro-rated amount of the fees Licensee may have paid to Harper for the license to the Software, computed according to a 60 month straight-line amortization schedule beginning on the Effective Date. Notwithstanding the foregoing, Harper will have no obligation under this Section 7 with respect to any infringement claim based upon: (1) any use of the Software not in accordance with this Agreement; (2) any use of the Software in combination with products, equipment, software, services, or data that Harper did not supply or approve of if such infringement would have been avoided without the combination with such other products, equipment, software, services, or data; (3) any modification of the Software by any person other than Harper or its authorized agents or subcontractors; (4) any information, design, specification, instruction, software, data, or material not furnished by Harper, or (4) use of an older version of the Software that has been superseded. THIS SECTION 7 STATES HARPER'S ENTIRE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS OR ACTIONS.

8. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, THE SOFTWARE, OR SUPPORT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HARPER'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE, OR THE SUPPORT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID HARPER UNDER THIS AGREEMENT DURING THE 12 MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO A LIABILITY. THE EXCLUSIONS AND LIMITATION OF LIABILITIES SET FORTH IN THIS SECTION 8 DO NOT APPLY TO LICENSEE'S BREACH OF SECTION 2.2 OR HARPER'S OBLIGATIONS UNDER SECTION 7.

9. PROPRIETARY RIGHTS.

9.1 Harper. The Software, the Documentation, and all worldwide Intellectual Property Rights therein, are the exclusive property of Harper and its suppliers. All rights in and to the Software and Documentation not expressly granted to Licensee in this Agreement are reserved by Harper and its suppliers. Licensee shall not remove, alter, or obscure any proprietary notices (including copyright notices) of Harper or its suppliers on the Software, or the Documentation.

9.2 Licensee. Unless otherwise specified in a separate agreement between the parties, the Licensee Property and all worldwide Intellectual Property Rights therein, are the exclusive property of Licensee and its suppliers. All rights in and to the Licensee Property not expressly granted to Harper in this Agreement are reserved by Licensee and its suppliers. Harper shall not remove, alter, or obscure any proprietary notices (including copyright notices) of Licensee or its suppliers on the Licensee Property.

9.3 Feedback. If Licensee recommends to Harper additional features, functionality, or performance that Harper subsequently incorporates into the Software, then with respect to such recommendations, Licensee hereby (a) grants Harper a worldwide, non-exclusive, royalty-free, perpetual right and license to use and incorporate such recommendations into the Software, and (b) acknowledges that the Software incorporating such new features, functionality, or performance shall be the sole and exclusive property of Harper and all such recommendations shall be free from any confidentiality restrictions that might otherwise be imposed upon Harper under this Agreement.

10. CONFIDENTIALITY.

10.1 Definitions. "Confidential Information" means all information disclosed by one party ("**Discloser**") to the other party ("**Recipient**") under this Agreement during the Term. Confidential Information may be disclosed in written or other tangible form or by oral, visual, or other means. Confidential Information includes, but is not limited to, all information disclosed by Discloser: (a) that is marked or identified as confidential or, if not marked or identified as confidential, information that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party because of legends or other markings, the circumstances of disclosure, or the nature of the information itself; and (b) information of or relating to Discloser's present or future products, research and development information, specifications, formulas, know-how, drawings, designs, processes, ideas, inventions, processing information, source code, object code, and other technical, business, and financial plans, pricing information, customer lists, the identity of any customers or suppliers, forecasts, and any other information relating to any work in process, future

development, forecasts, manufacturing plans, marketing plans, strategies, financial matters, personnel matters, investors or business operations of Discloser, as well as the terms of this Agreement. Harper's Confidential Information includes the Software, Documentation, and all routines, subroutines, directories, tools, programs, or any other technology included therein.

10.2 Protection. Recipient shall not use any Confidential Information for any purpose not expressly permitted by this Agreement and shall not disclose Confidential Information to anyone other than Recipient's employees and independent contractors who have a need to know such Confidential Information for purposes of this Agreement and who are subject to confidentiality obligations no less restrictive than Recipient's obligations under this Section 10. Recipient shall protect Confidential Information from unauthorized use, access, and disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

10.3 Exceptions. Recipient shall have no confidentiality obligations under Section 10.2 above with respect to any information of Discloser that Recipient can document: (a) was already known to Recipient prior to Discloser's disclosure; (b) is disclosed to Recipient by a third party who had the right to make such disclosure without violating any confidentiality agreement with or other obligation to the party who disclosed the information; or (c) is, or through no fault of Recipient has become, generally available to the public; or (d) is independently developed by Recipient without access to or use of Confidential Information. Recipient may disclose Confidential Information if required to as part of a judicial process, government investigation, legal proceeding, or other similar process on the condition that, to the extent permitted by applicable law, Recipient gives prior written notice of such requirement to Discloser. Recipient shall take reasonable efforts to provide this notice in sufficient time to allow Discloser to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and Recipient shall reasonably cooperate in such efforts at the expense of Discloser.

11. TERM AND TERMINATION

11.1 Term. This Agreement commences on the Effective Date and, unless terminated earlier in accordance with this Agreement, continues until all Orders have terminated ("**Term**").

11.2 Order Term. The initial term of an Order shall begin on the date set forth in the Order and continue for the period set forth in such Order ("**Initial Term**"). Each Order will automatically renew for additional periods of the same duration as the Initial Term (each, a "**Renewal Term**"), unless a party gives the other party written notice of its intent to not renew at least 30 days prior to the end of the Initial Term or the then-current Renewal Term.

11.3 Termination. Notwithstanding Section 11.1, either party may terminate the Agreement and all underlying Orders by written notice to the other party if the other party materially breaches any of its obligation of the Agreement and does not cure such breach within 30 days after receiving written notice of such breach. Notwithstanding the foregoing, (a) Harper may terminate this Agreement immediately, including any underlying Orders, upon written notice if Licensee, in any manner, breaches Section 2 (License Grant and Other Rights) or Section 10 (Confidentiality), and (b) Licensee may terminate this Agreement immediately, including any underlying Orders, upon written notice if Harper, in any manner, breaches Section 10 (Confidentiality).

11.4 Effects of Termination. Upon termination or expiration of the Agreement and all Orders for any reason: (a) any amounts owed to Harper under this Agreement before such termination will be immediately due and payable, including related expenses; (b) all license rights granted in the Agreement will immediately cease to exist; (c) Licensee must promptly discontinue all use of the Software, erase all copies of the Software from Licensee's computers, and return to Harper or destroy all copies of the Software and Documentation on tangible media in Licensee's possession; and (d) each party will promptly return to the other party all Confidential Information of the other party in its possession.

11.5 Outstanding Fees. Termination shall not relieve Licensee of the obligation to pay any fees accrued or payable to Harper prior to the effective date of termination. If this Agreement is terminated by Licensee for cause, Harper shall refund Licensee any unused, prepaid fees covering the remainder of the subscription term after the date of termination. If this Agreement is terminated by Harper for cause, Licensee shall remain responsible for any payments set forth on any outstanding Orders, regardless of whether such amounts have been invoiced or are payable at the time of such termination.

11.6 Survival. Sections 1, 2.2, 5.2, 5.3, 6.4, 7, 8, 9, 10, 11.4, 11.5, 11.6 and 12 of the Agreement, together with any accrued payment obligations, will survive expiration or termination of the Agreement for any reason.

12. GENERAL

12.1 Compliance with Laws. Licensee will comply with all applicable laws and regulations concerning its use of the Software, including, without limitation, all applicable export and import control laws and regulations. In particular, Licensee shall not export or re-export the Software without all required government licenses and Licensee agrees to comply with the export laws, restrictions, national security controls and regulations of all applicable foreign agencies or authorities.

12.2 Third-Party Services. The Software may be used by Licensee to interface with certain third-party services and applications ("**Third-Party Services**"). Harper makes no warranty regarding the operation or functionality of such Third-Party Services. Harper does not guarantee that the Software will interoperate with any particular Third-Party Service, and Harper's support obligations set forth herein shall not extend to any Third-Party Services.

12.3 Assignments. Except as expressly authorized by Harper in writing, Licensee may not assign or transfer, by operation of law or otherwise, this Agreement or any of its rights under the Agreement to any third party, except that Licensee may assign this Agreement without Harper's consent to a successor in interest by way of merger, acquisition, or sale of all or substantially all of its assets. Any attempted assignment or transfer in violation of the foregoing will be null and void. All provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the respective successors and permitted assigns of Licensee.

12.4 Force Majeure. Except for payment obligations, neither party will be liable under this Agreement, or for any failure or delay in the performance of its obligations, resulting from any cause beyond that party's reasonable control.

12.5 U.S. Government End Users. If Licensee is a branch or agency of the United States Government, the following provision applies. The Software is comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and qualify as "commercial items" as defined in 48 C.F.R. 2.101. Both the Software and Documentation are provided to the Government: (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3. The Government shall acquire the Software and Documentation with only those rights set forth in this Agreement, and any use of the Software and Documentation by the Government constitutes agreement by the Government that the Software and Documentation are "commercial computer software" and "commercial computer software documentation" as defined in this paragraph and constitutes acceptance of the rights and restrictions herein.

12.6 Marketing and Publicity. Harper may identify Licensee as a customer of Harper on Harper's website as well as within any written and/or electronic marketing material relating to Harper's products and/or services.

12.7 Relationship Between the Parties. Harper is an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

12.8 Notices. To be effective, notices under this Agreement must be delivered in writing by courier, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address for each party first set forth on the signature page and will be effective upon receipt, except that e-mail may be used for routine communications and to obtain operational approvals and consents but may not be used for any other notices.

12.9 Governing Law and Venue. The laws of the State of Delaware govern this Agreement and any matters related to this Agreement, without regard to any conflicts of laws principles that would require the application of the laws of a different jurisdiction. The parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, state or federal courts sitting in Denver, Colorado in any litigation arising out of this Agreement, the Software or the Support.

12.10 Remedies. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Each party acknowledges that any actual or threatened breach of Sections 2.2 or 10 will constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy, that injunctive relief is an appropriate remedy for such breach, and that if granted, the breaching party agrees to waive any bond that would otherwise be required. If any legal action is brought by a party to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other legal expenses, in addition to any other relief it may receive from the non-prevailing party.

12.11 Waivers. To be effective, any waivers must be in writing and signed by the party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.12 Severability. If any provision of this Agreement is unenforceable, the other provisions of this Agreement will be unimpaired, and the unenforceable provision will be deemed modified so that it is enforceable to the maximum extent permitted by law (unless such modification is not permitted by law, in which case such provision will be disregarded).

12.13 Modifications. Harper reserves the right to alter the terms of this Agreement at any time. Licensee agrees to review the latest version of the Agreement on Harper's website periodically to remain aware of any modifications to the Agreement about which Licensee is not alerted by Harper. The Agreement available on the website will be dated so as to make clear what version is currently in force. Any use of the Software after alteration of the Agreement will constitute acceptance by Licensee of such changes. Licensee's sole remedy should Licensee not agree with the altered Agreement shall be to cease Licensee's use of the Software and to comply with Licensee's termination obligations outlined in Section 11 of this Agreement. If any provision of the Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect.

12.14 Entire Agreement. This Agreement and any exhibits or attachments hereto constitute the final and entire agreement between the parties regarding the subject hereof and supersedes all other agreements, whether written or oral, between the parties concerning such subject matter. No terms and conditions proposed by either party shall be binding on the other party unless accepted in writing by both parties, and each party hereby objects to and rejects all terms and conditions not so accepted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order, the terms of such exhibit, addendum or Order shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Licensee purchase order or in any other Licensee order documentation (excluding Orders) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

