## Curator by InterWorks

This End User License Agreement ("Agreement") is between InterWorks, Inc., or its applicable affiliate ("InterWorks") and the customer (individual or entity) that has downloaded or otherwise procured the Curator by InterWorks software for use as an end user ("you"). This Agreement applies only to the Curator by InterWorks software.

1. Definitions. For the purposes of this Agreement: (a) "License Term" is that term of the License specified on the ordering document and may be a fixed term or perpetual. (b) Order Form" means the ordering document approved by InterWorks specifying your order of the License and references this Agreement. Each Order Form shall be deemed a part of this Agreement. (c) "Site" is a unique instance or URL on which the Software may operate, provided that the total number of Sites operating the Software does not exceed the permitted number of Sites identified on the ordering document. (d) "Software" means the proprietary software product provided in connection with this Agreement in object code form, and includes any updates, new versions, and support and maintenance services provided to you under this Agreement.

2. License. Subject to this Agreement, during the applicable License Term, InterWorks hereby grants to you and you hereby accept a limited, worldwide, non-transferable, non-sublicensable, non-exclusive license (the "License") to install and use the Software on the permitted number of Sites and in accordance with restrictions provided herein.

3. License Restrictions. As a condition of the License, you shall not (and shall not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer the Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, data or programming interfaces of the Software by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions, or as permitted by an applicable Open Source Software license); (b) distribute, sell, sublicense, rent, lease or use the Software for time sharing, hosting, service provider or like purposes; (c) remove any product identification, proprietary, copyright, trademark, service mark, or other notices contained in the Software; or (d) modify or create a derivative work of any part of the Software, or incorporate the Software into or with other software. You may allow your contractors and affiliates to use the Software in accordance with this Agreement, provided you shall remain liable for the acts and omissions of your affiliates and contractors. The Software is protected by the copyright laws of the U.S. and other countries, and InterWorks retains all intellectual property rights in the Software.

4. Billing. The fees associated with the License will be billed at the rates shown on the applicable order form. Any additional consulting services or custom development will be billed on a time and materials basis at the rate shown on the applicable quote. Except as otherwise set forth on the front of an InterWorks quote or invoice, terms of payment are net 30 days from invoice date, and prices do not include any taxes or other similar charges, payment of which will be solely your responsibility. Failure to timely pay invoices may result in a suspension of the License. If you provide a resale certificate that is not accepted or invalid for any reason by any governmental or regulatory authority, and InterWorks is required to pay tax on your purchase, you will reimburse InterWorks for the amount of such tax, and InterWorks's reasonable expenses incurred in connection with the payment and collection of such tax.

5. Confidential Information. Each party will hold Confidential Information in strict confidence, only use it in in relation to this Agreement, and not disclose it to others. Each party will take all action reasonably necessary to protect the Confidential Information including at least any efforts each party uses to protect its own most sensitive information. Each party will only disclose Confidential Information to its personnel as needed in relation to the Services, and such personnel will be bound by written restrictions at least as protective of the Confidential Information as this Agreement. "Confidential Information" means any information regarding a party that such party considers confidential and regularly protects from public disclosure and has been identified as confidential or would be understood as confidential by a reasonable person under the circumstances. Confidential Information will not include information that was previously known to the receiving party, becomes public through no fault of the receiving party, or that the disclosing party regularly gives to third parties without any confidentiality restriction.

6. Limited Warranty. InterWorks warrants that for a period of thirty (30) days from installation, the Software will provide the features and functions generally described in the product specifications at curator.interworks.com at the time of purchase and in the product documentation. InterWorks does not warrant that the Software or your ability to use it will be uninterrupted or error-free. Your exclusive remedy under the above limited warranty shall be, at our option, either a full refund of the purchase price of the Software or correction of the defective Software. This warranty applies only to the initial installation of Software under an Order Form and does not renew or reset, for example, with a renewed License Term or the delivery of Software updates or maintenance releases. The above

warranty shall not apply: (a) if the Software is used with hardware or software not authorized in the documentation; (b) if any modifications are made to the Software by you or any third party; (c) to defects in the Software due to accident, abuse or improper use by you; or (d) to any Software provided on a no charge trial or evaluation basis. THE LIMITED WARRANTY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND INTERWORKS HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability. BUT FOR: (A) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIAL INFORMATION), (B) YOUR BREACH OF SECTION 3 (LICENSE RESTRICTIONS), OR (C) DAMAGES ARISING OUT OF YOUR AFFILITES' OR CONTRACTORS' USE OF THE SOFTWARE, INCLUDING YOUR OBLIGATIONS UNDER SECTION 3, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR COSTS OF COVER), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. EACH PARTY'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF (I) FEES PAID OR OWED BY YOU UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRECEDING THE CLAIM, OR (II) US\$100,000. IN THE CASE WHERE NO AMOUNT WAS PAID FOR THE SOFTWARE OR SERVICE GIVING RISE TO THE CLAIM, INTERWORKS' ENTIRE LIABILITY TO YOU UNDER THIS AGREEMENT SHALL NOT EXCEED US\$100.

8. Support. Subject to the terms and conditions of this Agreement, including payment of any applicable fees, InterWorks shall provide support and maintenance services for the Software for the period set forth in the Order Form, pursuant to the then-current Support Levels described at curator.interworks.com. All support renewals will be subject to the terms and conditions of this Agreement including the then-current Support Levels.

9. General. (a) This Agreement will be governed by the laws of the State of Oklahoma. (b) Either party's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of this Agreement will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. (c) The exercise by a party of any of its remedies under this Agreement will be without prejudice to its other remedies under the Agreement or available at law or in equity. (d) You agree that InterWorks may disclose you as a customer of InterWorks and use your name and logo in online and print promotional materials. (e) Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.