

## INTERNAL USE PARTNER LICENSE AGREEMENT

This Internal Use Partner License Agreement (“Agreement”) is made by and among X12 Incorporated, 1405 S Fern St #92957, Arlington, Virginia 22202 (“Licensor”) and Washington Publishing Company, 2107 Elliott Ave, Suite 305, Seattle, Washington 98121 (“Publisher”) on the one hand and the individual or legal entity identified during the online ordering process (“Licensee”, “You,” or “Your”) on the other hand. Licensor, Publisher and Licensee are each individually referred to as a “Party” and collectively as the “Parties.”

This Agreement will become effective on the date that Licensee accepts this Agreement during the online ordering process (the “Effective Date”).

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCEPTING THIS AGREEMENT. IF YOU ARE AGREEING TO THESE TERMS AS AN INDIVIDUAL, “YOU” REFERS TO YOU INDIVIDUALLY. IF YOU ARE AGREEING TO THESE TERMS AS A REPRESENTATIVE OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY AND “YOU” REFERS TO THAT ENTITY.

### 1. DEFINITIONS

“Affiliate” means any entity which is controlled by, is in control of, or is under common control with a Party. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract, or otherwise.

“Artificial Intelligence Technology” means machine-based systems that are designed to operate with varying levels of autonomy, and that can, for a given set of objectives, infer, from the input received, how to generate predictions, recommendations, data, content or decisions that influence physical or virtual environments. Artificial Intelligence Technology as used in this Agreement includes, but is not limited to, large language models, generative AI systems, or any derivative technologies and applications, both as they exist as of the Effective Date and as they may evolve or be created in the future.

“Authorized Licensee Affiliate” means an Affiliate of Licensee to which Licensee has sublicensed the rights permitted to be sublicensed to such Affiliate pursuant to this Agreement, but only as long as such entity remains an Affiliate of Licensee. For avoidance of doubt, any sublicense or other rights granted to an Affiliate of Licensee cease immediately, without any further action required by Licensor or Publisher, on the day such entity ceases to be an Affiliate of Licensee.

“Combined Software Solution” means any combination and/or bundling of Licensee Software with other software and/or services accessible solely to Licensee, its Authorized Licensee Affiliates, and their respective Internal Users.

“Excluded Products” means Glass, external code lists owned by third parties, and external code lists owned by Licensor.

“Glass” means Licensor’s login-restricted, online viewer which provides direct viewing of the X12 Standard and certain other content that may be made available pursuant to the Glass Policies (defined in Section 3 below), which is accessible at <https://x12.org/products/glass> or such other website that Licensor may designate in the future.

“Indemnified Taxes” means Taxes (other than net income or corporation Taxes imposed on or with respect to a recipient as a result of such recipient having a present or former connection with the jurisdiction imposing such Tax, other than connections arising from such recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, or engaged in any other transaction pursuant to or to enforced this Agreement) imposed on or with respect to any payment made by or on account of any obligation of Licensee under this Agreement and all present or future stamp, court, documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of any security interest under, or otherwise with respect to this Agreement.

“Intellectual Property” means any and all rights arising in the US or any other jurisdiction throughout the world in and to (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and works of authorship (whether copyrightable or not), including literary works, computer programs, and rights in data and databases, (d) trade secrets, know-how, and other confidential or proprietary information, and (e) all other intellectual property, in each case whether registered or unregistered, and all similar or equivalent rights or forms of protection in any part of the world.

“Internal User” means employees, officers, directors, independent contractors, individual consultants, and other individual personnel who work for Licensee or an Authorized Licensee Affiliate and, in each case, need to access and use Licensee Software or a Combined Software Solution in connection with such work.

“Licensed Content” means the X12 Standard, in whole and in part (including any codes, segments, data elements and other information and data that comprise the X12 Standard), in any format now known or future developed, including as contained in any Publications from version 001000 forward, as well as all updates and new versions and releases thereof. Notwithstanding the foregoing, Licensed Content does not include the Excluded Products.

“Licensee Software” means existing and future software products that (a) are owned and controlled by Licensee and/or its Authorized Licensee Affiliates and accessible solely to Licensee, its Authorized Licensee Affiliates, and Internal Users, whether made available on-cloud, on-premises, via API or otherwise (including any new versions, releases, updates or upgrades thereto) and (b) contain, utilize, or are offered together with any or all components of any Licensed Content.

“Open Source License” means any license that requires, as a condition of the use of the licensed materials, (a) an obligation to make available the source code or any other information regarding the licensed materials; (b) an obligation to grant permission to create modifications to or derivative works of the licensed materials or any Related Material; (c) an obligation to grant to any person a royalty-free license, whether express, implied, by virtue of estoppel or otherwise, regarding the licensed materials alone, any Related Material alone or the licensed materials or Related Material in combination with other hardware or software; or (d) an obligation to include or otherwise communicate to other persons any form of acknowledgement and/or copyright notice regarding the origin of the licensed materials or Related Material. By means of example only and without limitation, Open Source License includes any versions of the following agreements, licenses or distribution models: (1) the GNU General Public License (GPL); (2) Lesser/Library GPL (LGPL); (3) the Common Development and Distribution License (CDDL); (4) the Artistic License (including PERL); (5) the Apache License; (6) the Common Public License; (7) the Affero GPL (AGPL); (8) the Berkeley Software Distribution (BSD); (9) the Mozilla Public License (MPL), (10) MongoDB, Inc.’s Server Side Public License, and (11) any licenses that are defined as OSI (Open Source Initiative) licenses as listed on the site [www.opensource.org](http://www.opensource.org). “Related Material” means, with respect to licensed materials, any other software, data or other material, in each case that is incorporated into or includes, relies on, is linked to or with, is derived from in any manner (in whole or in part), or is distributed with such licensed material.

“Permitted AI Technology” means any Artificial Intelligence Technology the instance of which is only accessible to, and only available for use by, Licensee or an Authorized Licensee Affiliate. For the avoidance of doubt, Permitted AI Technology may only be developed and maintained by Licensee, an Authorized Licensee Affiliate, and their respective third party providers, but shall in no circumstance include any (a) beta, preview, demo, pre-release, or other experimental (i.e., non-General Availability) version of any Artificial Intelligence Technology; or (b) any version or instance of an Artificial Intelligence Technology that is accessible and available for use by either the public or any end users other than Licensee or an Authorized Licensee Affiliate.

“Publications” means any publications of the X12 Standard, in whole or in part, created or otherwise owned or controlled by Publisher, including in the following formats: X12 EDI Standard Table Data, Compiled HTML (CHM), X12 TR3 Table Data, XML Schemas, and Implementation Guides.

“Taxes” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any governmental authority, including any interest, additions to tax or penalties applicable thereto.

“X12 Standard” means the standards information and data (including codes, segments, data elements, and other information and data) developed and maintained by Licensor, including via its members, and all predecessors thereof (including Data Interchange Standards Association and ASC X12) beginning with version 001000 as well as all updates, derivatives (such as technical reports), and new versions and releases thereof, but, for purposes of this Agreement, excluding external code lists.

## **2. LICENSE GRANTS, FEES AND RESTRICTIONS**

### **2.1 LICENSE GRANT**

Subject to Licensee’s compliance with this Agreement, Licensor and Publisher hereby grant to Licensee a limited, worldwide, non-transferable and non-assignable (other than in connection with a permitted assignment or transfer of this Agreement), non-sublicensable (other than as expressly permitted below), non-exclusive license, during the Term, to access, use, reproduce, distribute and display the Licensed Content solely for its internal business purposes in connection with: (a) internal development, maintenance, and updating of Licensee Software and Combined Software Solutions; (b) internal operation and use of Licensee Software and Combined Software Solutions (including the right to authorize Internal Users to access and use the foregoing for internal business purposes), and (c) internal support,

testing, training, and demonstration of Licensee Software and Combined Software Solutions. Subject to compliance with this Agreement, during the Term, Licensee may sublicense the foregoing rights to its Affiliates; provided that Licensee shall ensure that each such Authorized Licensee Affiliate complies with all terms and conditions of this Agreement and shall upon Notice from Licensor or Publisher promptly provide lists of all Authorized Licensee Affiliates to whom a sublicense has been granted and any other reasonably requested information related to such sublicenses. Licensee shall remain and be fully liable and responsible for any non-compliance by or on behalf any Authorized Licensee Affiliates and/or any Internal Users.

Any use of Licensed Content other than as expressly permitted in this Section 2.1 or Section 2.2 is strictly prohibited. Without limiting the foregoing, Licensee, its Authorized Licensee Affiliates, and their respective Internal Users, are not authorized to, and shall not in any circumstance, sell, lease, republish, reproduce, display, distribute, or otherwise make available any Licensed Content, Licensee Software, or Combined Software Solutions to any person, except as expressly authorized under Section 2. For avoidance of doubt, the foregoing restrictions include that Licensee shall not license, or permit to be licensed, under the terms of an Open Source License the Licensee Software or Combined Software Solutions, and Licensee, its Authorized Licensee Affiliates, and their respective Internal Users, shall not use, or permit others to use, the Licensed Content in any manner that would require the distribution or licensing of any Licensed Content pursuant to, or otherwise subject it to the terms of, an Open Source License.

## **2.2 LIMITED USE WITH PERMITTED AI TECHNOLOGY**

Subject to compliance with this Agreement, the license granted to Licensee pursuant to Section 2.1 includes the limited right to use the Licensed Content to: (i) ground (including via retrieval-augmented generation) Permitted AI Technology and (ii) train, fine-tune, or otherwise modify the weights, algorithms, or other parameters of Permitted AI Technology, in each case (i) and (ii) for the limited purpose of internally developing, operating, and using Licensee Software and Combined Software Solutions; provided that (a) the Licensed Content is not at any time or in any manner accessible or otherwise made available to any third parties, including the public, customers of Licensee or its Authorized Licensee Affiliates, other end users of a third-party provider's Artificial Intelligence Technology, or any such third-party provider, except that such third-party provider may have limited access to the Licensed Content to the extent reasonably necessary for such third-party provider to operate Licensee's instance of Permitted AI Technology solely for the benefit of the Licensee and its Authorized Licensee Affiliates and (b) Permitted AI Technology is not made directly available to any Internal Users of Licensee or Authorized Licensee Affiliates, other than through indirect use via a Combined Software Solution or Licensee Software user interface, which may allow the Internal User to provide inputs or queries that are processed by the Permitted AI Technology, but shall not permit the Internal User to extract the Licensed Content for any separate use or otherwise engage in a use that is prohibited under this Agreement, including as set forth in Section 2.3.

## **2.3 PROHIBITED USES OF ARTIFICIAL INTELLIGENCE TECHNOLOGY**

Except as expressly permitted in Section 2.2 or as otherwise expressly approved in writing by Licensor and Publisher in their sole discretion, Licensee, its Authorized Licensee Affiliates, and their respective Internal Users, shall not use, nor permit or allow any third party (including customers of Licensee and/or its Affiliates) to use, the Licensed Content (including as it may be incorporated into Licensee Software or Combined Software Solutions) in connection with any Artificial Intelligence Technology, including (i) in connection with any Artificial Intelligence Technology or other technology to create any substitutes for the Licensed Content; (ii) to train, fine-tune, or otherwise modify the weights, algorithms, or other parameters of any Artificial Intelligence Technology; (iii) to ground (including via retrieval-augmented generation or otherwise), prompt, or otherwise develop or influence any Artificial Intelligence Technology or outputs therefrom.

## **2.4 TITLE AND OWNERSHIP**

The Parties agree that Licensor exclusively controls and owns all right, title and interest, including all copyright and other Intellectual Property rights, in and to the X12 Standard and that all right, title, and interest in and to the Publications and Licensed Content (including as may be incorporated into Licensee Software or Combined Software Solutions), including all copyright and other Intellectual Property rights therein, shall remain with Licensor and Publisher, as applicable. Licensee shall not remove any proprietary notices, labels or marks from or within the Licensed Content. Licensor and Publisher reserve all rights not expressly granted in this Agreement.

Except for Licensor and Publisher's foregoing rights in the Licensed Content (including for the avoidance of doubt the X12 Standard and Publications), including Intellectual Property rights, as among the Parties, Licensee (or its applicable Affiliate(s)) shall own all right, title, and interest in and to Licensee Software and Combined Software Solutions, including Intellectual Property rights therein.

## 2.5 DELIVERY OF LICENSED CONTENT

Licensors and Publishers shall make Licensed Content available to Licensee via download from Licensor's secure website or other commercially reasonable means and Licensee shall be provided with reasonable access to any updates to the Licensed Content that Licensor and Publisher may elect to make available in electronic format during the Term, which may be provided via download from Licensor's secure website or other commercially reasonable means offered by Licensor or Publisher. Nothing in this Section 2.5 narrows the scope of the definition of Licensed Content.

## 2.6 FEES; PAYMENT TERMS

In consideration of the licenses granted under this Agreement, Licensee shall pay Licensor and Publisher (collectively) the annual fee set forth on the applicable order form or invoice (currently USD \$3,600) ("Annual Fee").

The Annual Fee for the Initial Term (as defined in Section 7) shall be due and paid in full upon Licensee's entry into this Agreement, and Licensor and Publisher shall have no obligation to make available to Licensee any Licensed Content until the Annual Fee has been paid. Sixty (60) days prior to the commencement of each Renewal Term, Publisher shall make available in Licensee's online account an invoice for the Annual Fee due for such Renewal Term and shall send to Licensee, at the email address stated in the initial order or otherwise set forth as the contact information then on-file with Publisher, a link to access such invoice for the Annual Fee due for such Renewal Term (which, for the avoidance of doubt, may be increased from the amount paid in the preceding year). Licensee, on behalf of itself and its Authorized Licensee Affiliates, shall remit the Annual Fee for each Renewal Term to Publisher through Licensee's online account within thirty (30) days from receipt of such invoice or as otherwise specified in the invoice. If the Annual Fee for any Renewal Term is not paid by the foregoing deadline, without limitation to any other contractual, legal or equitable remedies, Licensor and Publisher may suspend access to or use of the Licensed Content, without prior notice or liability to Licensee or its applicable Authorized Licensee Affiliates or Internal Users, until such time as the Annual Fee is paid in full.

## 3. GLASS

During the Term, Licensor may, in its sole discretion, provide Licensee with up to a total of five (5) complimentary subscription accounts (including access to Licensed Content, referred to as "Paid Materials" in the Glass Policies) for Licensee and its Authorized Licensee Affiliates to access and use Glass. Licensee acknowledges that its and its Authorized Licensee Affiliates' access to and use of Glass shall in all cases be subject to the Supplemental Terms for Glass and Privacy Policy, and any other generally applicable terms, conditions and/or policies, made available by Licensor for Glass (collectively, "**Glass Policies**"). Licensor reserves the right to deny the creation of, suspend access to, or terminate any account for Glass, at any time in its sole discretion and without prior notice or liability to Licensee or its applicable Authorized Licensee Affiliates. All use of Licensed Content through or in connection with Glass remains subject to compliance with this Agreement, including Section 2; provided that, in the event of an inconsistency between this Agreement and any Glass Policies, this Agreement governs and controls.

## 4. RECORD KEEPING AND AUDITS

**4.1** During the Term and for at least one (1) year thereafter, Licensee shall keep accurate records related to its activities under this Agreement regarding (i) the product names of all Licensee Software and Combined Software Solutions, (ii) any sublicenses to use the Licensed Content granted by Licensee to its Authorized Licensee Affiliates, and (iii) Licensee's and its Authorized Licensee Affiliates' use of the Licensed Content as part of Licensee Software or Combined Software Solutions, which shall include keeping accurate records of sublicenses granted to its Authorized Licensee Affiliates and its and their compliance with the limitations in Section 2. Licensee shall keep accurate records regarding all copies of the Licensed Content made and licensed to Licensee and its Authorized Licensee Affiliates.

**4.2** Upon Licensor's and/or Publisher's request and reasonable advance Notice, Licensee shall permit Licensor and Publisher to have such records audited virtually, covering the three (3) years before the commencement date of the audit at Licensor and Publisher's own cost by an auditor of their choice once every calendar year. Licensee will provide its full cooperation and assistance with such audit, including that Licensee agrees to provide a written report, signed by an authorized representative of Licensee, addressing the subject(s) of the audit, which will include, if requested, listing Licensee's then-current Licensee Software and Combined Software Solutions and the identity of all Authorized Licensee Affiliates and Internal Users. In addition, if any such audit reveals any Licensed Content was used beyond the scope of the internal use limitations set forth herein, then Licensee will also, without limitation to any other rights or remedies of Licensor and/or Publisher, reimburse Licensor and Publisher for the reasonable costs and expenses of such audit and promptly pay to Licensor and Publisher any additional license fees they determine in their sole but good faith discretion should have otherwise been payable for such use, e.g., the fees payable for a "Commercial Use Partner" license. The requirements of this Section 4.2 will survive for one (1) year following the termination of this Agreement.

## 5. TAXES

Any and all payments by or on account of any obligation of Licensee under this Agreement shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law requires the deduction or withholding of any Tax from any such payment by a withholding agent, then the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount withheld or deducted to the relevant governmental authority in accordance with applicable law and, if such Tax is an Indemnified Tax, the sum payable by the Licensee shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section), the applicable recipient (Licensor or Publisher) receives an amount equal to the sum it would have received had no such deduction or withholding been made.

## 6. CONFIDENTIALITY

### 6.1.1

Except as set out in Section 6.1.2 below, "Confidential Information" means all non-public, confidential, or proprietary information disclosed before, on or after the Effective Date, by any Party hereto (a "Disclosing Party") to another Party hereto (a "Recipient") or their Affiliates, or to any of such Recipient's or its Affiliates' employees, officers, directors, partners, shareholders, agents, attorneys, accountants, auditors and/or advisors (collectively, "Representatives"), whether disclosed orally or disclosed or accessed in written, electronic, or other form, and whether or not marked or otherwise designated as "confidential."

Confidential Information includes: (i) all documents, in whatever form, designated in writing as "confidential"; (ii) all information concerning the past, present, and future business affairs of the Disclosing Party and its Affiliates and of their customers, suppliers, and other third parties, including, finances, customer information, supplier information, products, services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales and other commercial strategies; (iii) the Disclosing Party's unpatented inventions, ideas, methods and discoveries, trade secrets, know-how, and other confidential Intellectual Property; (iv) all designs, specifications, documentation, components, source code, object code, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing; and (v) any third-party confidential information included with, or incorporated in, any information provided by the Disclosing Party to the Recipient or its Representatives. Licensee shall also treat the terms of this Agreement as Confidential Information.

### 6.1.2

Confidential Information as used in this Agreement shall not include information that: (i) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of this Agreement by the Recipient or any of its Representatives; (ii) at the time of disclosure is, or thereafter becomes, available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the Recipient by a legal, fiduciary, or contractual obligation to the Disclosing Party; (iii) was known by or in the possession of the Recipient or its Representatives before being disclosed by or on behalf of the Disclosing Party under this Agreement; or (iv) was or is independently developed by the Recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information.

### 6.1.3

The Recipient shall: (i) protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise or fulfill the rights and obligations under this Agreement, (iii) not disclose any such Confidential Information to any person or entity, except to a court or in connection with an arbitration related to this Agreement or to the Recipient's Representatives who: (a) need to know the Confidential Information to assist the Recipient, or act on its behalf, in relation to exercising or fulfilling the rights and obligations under this Agreement; (b) are informed by the Recipient of the confidential nature of the Confidential Information; and (c) are subject to confidentiality duties or obligations to the Recipient that are no less restrictive than the terms and conditions of this Agreement; and (iv) be responsible for any breach of this Agreement caused by any of its Representatives.

If Recipient is required by applicable law or legal process to disclose any Confidential Information, Recipient shall, before making such disclosure, use commercially reasonable efforts to notify Discloser of such requirements, to afford Discloser the opportunity to seek, at Discloser's sole cost and expense, a protective order or other remedy.

At any time during or after the Term, at the Disclosing Party's written request, the Recipient and its Representatives shall promptly return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed; provided, however, that Recipient may retain copies of Confidential Information: (a) that are created pursuant to its standard electronic backup and archival procedures and stored until the ordinary course deletion thereof; or (b) as required by applicable law or Recipient's document retention policies. Recipient shall continue to be bound by the terms and conditions of this Agreement with respect to all such retained Confidential Information for a period of five (5) years from the date of such expiration or termination.

**6.2** Licensee agrees that Licensor and Publisher shall have the right to mention and list Licensee by name and logo on their respective web pages and other promotional and pitch materials as a licensing partner.

## **7. TERM AND TERMINATION**

**7.1** "Term" means the Initial Term together with any Renewal Terms. The "Initial Term" means the period starting on the Effective Date and continuing for twelve (12) consecutive months thereafter. This Agreement will automatically renew for additional twelve (12) consecutive month periods (each, a "Renewal Term") unless terminated as provided herein. Either Party may terminate this Agreement, for convenience, to be effective at the end of the Initial Term or then-current Renewal Term by providing written Notice no later than three (3) months prior to the end thereof. Further, in the event that the invoice sent under Section 2.6 reflects an increase to the Annual Fee of more than five percent (5%) to the Annual Fee for the Initial Term or, thereafter, for then-current Renewal Term, Licensee shall have the right to terminate this Agreement, to be effective at the end of the Initial Term or then-current Renewal Term by providing written Notice no later than thirty (30) days prior to the end thereof.

**7.2** In the event of any breach or default by any Party under this Agreement, the Party asserting a breach or default shall give the non-performing Party written Notice detailing the nature and extent of the breach or default. Except as otherwise provided herein, the non-performing Party shall have thirty (30) days after receipt of written Notice to cure such breach or default, if curable. Use of the Licensed Content in any manner that breaches any of the license grants or limitations hereunder, or otherwise exceeds the scope of permitted uses, shall be considered a material breach of this Agreement that is not curable. If the noticed breach or default is not curable or is not corrected within the thirty-day cure period, as applicable, the notifying Party shall have the right, at its option, to terminate this Agreement, effective immediately. In the case of any failure to pay fees due and owing under this Agreement, that failure is a material breach and must be cured within ten (10) business days after receipt of written Notice thereof. Following the ten (10) business days written Notice to Licensee of any failure to pay any fees when due, Licensor or Publisher may, at its option, at any time either terminate this Agreement or temporarily discontinue any or all licenses provided hereunder. The notifying Party shall provide written Notice of termination if it chooses to exercise its option to do so in accord with the terms of this Section 7.2.

**7.3** Immediately upon the effective date of termination of this Agreement (i) all licenses granted under this Agreement shall terminate and Licensor and Publisher will immediately cease providing access to the Licensed Content; (ii) Licensee (including its Authorized Licensee Affiliates) shall cease all use and incorporation of the Licensed Content in Licensee Software and Combined Software Solutions (including any Artificial Intelligence Technology used in connection therewith pursuant to Section 2) and shall permanently delete all Licensed Content in all forms and types of media, in Licensee's possession, except as required for record keeping or legal compliance obligations; and (iii) any and all payment obligations of Licensee will immediately become due; and if Licensor and Publisher terminate this Agreement for Licensee's breach under Section 7.2, in addition to any other remedies Licensor and Publisher may have under this Agreement, Licensee shall pay Licensor and Publisher all of the fees owed for the remainder of the then-current Term, including all fees that otherwise would become due to Licensor and Publisher in the absence of such termination.

**7.4** Termination of this Agreement will not affect any rights and obligations of any Party which are expressed to survive termination or which have arisen on or before termination, including the right to claim damages for a breach of this Agreement. In particular, and without limiting the foregoing, Sections 1, 2.4, 2.7, 7.3, and 7.4 as well as Sections 4, 5, 6, 8, 10, 11 and 12 shall survive any termination of the Agreement.

## **8. DISPUTE RESOLUTION**

### **8.1 NEGOTIATION.**

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation among executives who have authority to settle the controversy. Following any uncured breach after Notice in accordance with Section 7 (if required), any Party may give another Party further written Notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of such further Notice, the receiving Party shall submit to the other a written response. The Notice and response under this Section 8.1 shall include with reasonable

particularity (a) a statement of each Party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within 30 days after delivery of the Notice, the executives of both Parties shall meet at a mutually acceptable time and place. Unless otherwise agreed in writing by the negotiating Parties, the above-described negotiation shall end at the close of the first meeting of executives described above ("First Meeting"). Such closure shall not preclude continuing or later negotiations, if desired. All offers, promises, conduct and statements, whether oral or written, made in the course of the above-described negotiation by any of the Parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation. At no time prior to the First Meeting shall a Party initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the Parties.

## **8.2 ARBITRATION**

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Virginia before three arbitrators. Except to the extent modified herein, the arbitration shall be administered by JAMS at any JAMS office in the metropolitan Washington DC area pursuant to its Streamlined Arbitration Rules and Procedures. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction in Alexandria, Virginia. Within 15 days after the commencement of arbitration, each Party shall select one person to act as arbitrator, and the two so selected shall select a third arbitrator within 30 days of the commencement of the arbitration. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator within the allotted time, the third arbitrator shall be appointed by JAMS in accordance with its rules. All arbitrators shall serve as neutral, independent and impartial arbitrators. All Arbitrators must have significant relevant industry experience. Each Party shall have no more than two (2) days to present its case, following which each Party shall, within seven (7) business days, present to the arbitrators a written proposal for resolution of all matters in dispute. The arbitrators shall issue their final determination within thirty (30) days of the date of the Parties' respective submissions, which determination shall constitute the final and binding decision of the arbitrators. The determination of the arbitrators shall be deemed to be Confidential Information of the Parties and to be held in confidence by the Parties hereto and the arbitrators, except to the extent required to pursue an action to enforce, vacate, modify, or correct any arbitration award hereunder in any court of competent jurisdiction in Alexandria, Virginia. The Parties understand and agree that the provisions may be specifically enforced by injunction or otherwise in any court of competent jurisdiction and that any Party shall have the right, at any time, to seek injunctive relief from a court of competent jurisdiction in Alexandria, Virginia.

In the event that any Party institutes any authorized proceeding, including arbitration, against another Party to enforce the terms in this Agreement (or obtain any other remedy in respect of any breach of this Agreement), the prevailing Party in the proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting the proceeding, including reasonable attorneys' fees and expenses and costs (including arbitration costs). The Party to which damages are owed shall be entitled to recover prejudgment interest on all damages obtained in the amount of six percent (6%) per annum.

## **8.3 EQUITABLE REMEDIES**

Licensee acknowledges that a breach or threatened breach by it or any of its Affiliates or Internal Users of any of its rights or obligations under Section 2, Section 6, or Section 7.3 would give rise to irreparable harm to the other Parties hereto for which monetary damages would not be an adequate remedy and hereby agrees that in the event of any such breach or a threatened breach, each of the other Parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach or threatened breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

## **9. REPRESENTATIONS AND WARRANTY AND DISCLAIMER**

### **9.1 MUTUAL REPRESENTATIONS AND WARRANTIES**

Licensee represents and warrants to Licensor and Publisher, and each of Licensor and Publisher represent and warrant to Licensee that: (i) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws of its jurisdiction of incorporation or organization; (ii) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (iii) the entry into this Agreement by its representative has been duly authorized by all necessary corporate

or organizational action of such Party; and (iv) this Agreement constitutes a legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

## **9.2 ADDITIONAL LICENSOR AND PUBLISHER REPRESENTATIONS AND WARRANTIES**

Licensor and Publisher further represent and warrant that: (i) the licenses granted to Licensee hereunder and Licensee's use of the Licensed Content, as provided hereunder and in accordance with the terms and conditions of this Agreement will not infringe any Intellectual Property rights of any other person or entity; and (ii) the Licensed Content does not include any third-party content that is subject to any Open Source License.

## **9.3 DISCLAIMER**

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 9, THE LICENSED CONTENT IS PROVIDED SOLELY "AS IS", "AS AVAILABLE" WITH ALL FAULTS, AND LICENSEE'S AND ITS AUTHORIZED LICENSEE AFFILIATES' AND INTERNAL USERS' ACCESS TO AND USE OF THE LICENSED CONTENT IS AT ITS SOLE RISK. LICENSOR AND PUBLISHER DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THIS AGREEMENT. LICENSOR AND PUBLISHER DO NOT REPRESENT, WARRANT OR GUARANTEE THAT THE LICENSED CONTENT WILL MEET ANY OR ALL REQUIREMENTS OF LICENSEE OR LICENSEE'S BUSINESS, BE COMPATIBLE WITH LICENSEE'S SOFTWARE, DEVICES OR SYSTEMS, OR BE OR REMAIN FREE FROM DEFECTS, INTERRUPTIONS, INACCURACIES, ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS OR CODE AND SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, CONSEQUENTIAL OR OTHERWISE, THAT MAY BE SUFFERED BY LICENSEE OR ITS EMPLOYEES, AFFILIATES, INTERNAL USERS, OR AGENTS IN THE USE OF THE LICENSED CONTENT. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND LICENSEE MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTY EXTENDS ONLY FOR THE TERM PROVIDED UNDER THE APPLICABLE LAW.

## **10. INDEMNIFICATION.**

### **10.1 LICENSOR/PUBLISHER INDEMNIFICATION RESPONSIBILITY**

Licensor and Publisher shall jointly indemnify, defend and hold harmless Licensee, its Affiliates, officers, employees and directors from and against any and all third party claims, liabilities, damages, expenses, fines, penalties or costs of whatsoever nature (including reasonable attorney's fees and expenses), to the extent directly arising out of the infringement of any U.S. patent issued as of the Effective Date, or copyrights or trademark rights, resulting from uses of the Licensed Content as provided hereunder and expressly permitted herein and subject to the following conditions (a "Licensor Infringement Claim"). A Licensor Infringement Claim shall not include, and Licensor and Publisher shall have no obligation under this Section 10.1 with respect to, claims arising out of or related to (i) Licensee Software or Combined Software Solutions or any materials other than the Licensed Content that are incorporated or embodied in Licensee Software or Combined Software Solutions; (ii) any modification by any Party, other than Licensor or Publisher, to any Licensed Content, including any derivatives thereof, (iii) any Artificial Intelligence Technology or the use or output thereof and (iv) any use of the Licensed Content that violates, exceeds the scope of licenses granted under, or is not otherwise expressly permitted under this Agreement. In the event that any Licensed Content becomes, or in Licensor's or Publisher's opinion appears likely to become, the subject of a Licensor Infringement Claim, then Licensor and Publisher reserve the right to, in their sole discretion, (a) procure for Licensee the right to enable Licensee to continue to use the Licensed Content in question, (b) modify or replace the Licensed Content in question with non-infringing and functionally equivalent material or (c) if neither (a) nor (b) are reasonably possible, terminate this Agreement, in whole or in part, upon written notice to Licensee. The foregoing provisions herein state Licensor's and Publisher's entire liability and Licensee's exclusive remedies for any Licensor Infringement Claim.

### **10.2 LICENSEE INDEMNIFICATION RESPONSIBILITY**

Licensee shall indemnify, defend and hold harmless Licensor and Publisher, their respective Affiliates, officers, employees and directors from and against any and all third party claims, liabilities, damages, expenses, fines, penalties or costs of whatsoever nature, (including reasonable attorneys' fees and expenses) arising out of or relating to: (i) Licensee's or any of its Affiliates' and/or Internal Users' failure to comply with or violation of any applicable law or regulation, (ii) any allegation that Licensee Software or Combined Software Solutions infringes, misappropriates, or otherwise violates any third party's Intellectual Property right (except to the extent such infringement arises solely from the content within the Licensed Content as made available by Licensor or Publisher); (iii) any modifications to the



Licensed Content; or (iv) Licensee's or any of its Affiliates' or Internal Users' breach of this Agreement or other unauthorized use of any Licensed Content.

### **10.3 INDEMNITY PROCEDURES**

As a condition to the foregoing indemnity obligations of the Parties, the indemnifying Party (the "Indemnifying Party") agrees to pay any costs and damages finally awarded (including any settlement amounts) against the Party seeking indemnification (the "Indemnified Party"), provided that the Indemnified Party (i) notifies the Indemnifying Party promptly, in writing, of the action; (ii) provides the Indemnifying Party with all reasonable information and assistance to settle and/or defend the action (at the Indemnifying Party's reasonable expense); and (iii) grants the Indemnifying Party sole authority and control of the defense or settlement of the action, provided that no compromise or settlement of any claim admitting liability of or imposing duties of performance or that is in any way prejudicial to the Indemnified Party may be effected without the prior written consent of such Party, which consent shall not be unreasonably withheld. For avoidance of doubt, the Indemnified Party shall have the right to participate in but not to control the defense and/or settlement of any claim covered by this Section 10 with counsel of its own choosing at its own expense. The Indemnifying Party agrees to keep the Indemnified Party regularly and completely informed of the status of any claim hereunder.

### **11. LIMITATIONS OF LIABILITY**

EXCEPT FOR A BREACH OF SECTION 2 OR SECTION 6, INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, AND GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACTS OR OMISSIONS, (i) IN NO EVENT SHALL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR OTHER LOSSES (EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN CONNECTION WITH THIS AGREEMENT AND (ii) LICENSOR'S AND PUBLISHER'S COMBINED AGGREGATE LIABILITY TO LICENSEE FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF THE AMOUNT PAID OR PAYABLE BY LICENSEE TO PUBLISHER AND LICENSOR UNDER THIS AGREEMENT.

### **12. GENERAL**

#### **12.1 NOTICES**

Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") in writing and as follows. Notices to Licensee shall be sent to the email address provided during the online ordering process (or thereafter updated by Licensee through its online account) and Notices to Licensor and/or Publisher shall be sent to the address set forth below (or to such other address that Licensor or Publisher may thereafter designate from time to time in accordance with this Agreement). For the avoidance of doubt, all Notices from Licensee to Licensor shall be sent to Publisher. Each Party shall deliver all Notices by email as well as a physical copy by personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid), and Notice shall be deemed given upon transmission of such email so long as no "bounce-back" or other error or message of undeliverability is received.

**Publisher Contact Address:**

Washington Publishing Company (Payee)

2107 Elliott Avenue, suite 305

Seattle, WA 98121

licensing@x12.org

#### **12.2 MODIFICATION**

This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by an authorized representative of each Party hereto.

#### **12.3 GOVERNING LAW AND VENUE**

This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia, USA, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction). For avoidance of doubt and notwithstanding the foregoing, the Parties agree that the Agreement shall not be interpreted under the Uniform

Computer Information Transactions Act or Virginia's enactment of any portion thereof. Without limiting any arbitration provisions set forth herein, the Parties agree that any litigation brought under or in connection with this Agreement will be brought exclusively in a court of competent jurisdiction located in Alexandria, Virginia. The Parties hereby irrevocably submit to and waive in advance any objection based upon improper venue, *forum non conveniens*, or lack of personal jurisdiction of such courts for any such litigation.

#### **12.4 NON-WAIVER OF RIGHTS**

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

#### **12.5 ENTIRE AGREEMENT**

This Agreement, together with the recitals and all related order forms, invoices, and amendments hereto, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein (including any and all use of the X12 Standard), and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter (including any such agreements among the Parties' respective Affiliates and predecessors, including the Data Interchange Standards Association). In the event of any inconsistency between the body of this Agreement and the related order forms, invoices, or amendments (other than an exception expressly set forth as such therein), the body of this Agreement governs and controls.

#### **12.6. COMPLIANCE WITH LAWS**

The Parties will comply with all applicable laws, including the laws of intellectual property, data protection, and privacy. The execution of this Agreement does not conflict with any provision of any other agreement, court decision or administrative order binding upon the Parties. It is not a purpose of this Agreement that a Party processes or uses personal data of the other Party for business purposes. Rather, any transfer of personal data will only take place in exceptional circumstances as an incidental effect of performing contractual duties. In case a Party grants the other Party access to its personal data: (i) the first Party is solely responsible for obtaining any required consents, providing any required notices, and otherwise taking all actions required by applicable laws necessary for it to transfer the personal data to the other Party in the other Party's home jurisdiction (which for the Licensor and the Publisher is the United States); (ii) the Parties shall otherwise comply with the applicable data protection legislation; and (iii) the Parties shall execute any necessary declaration to this regard.

#### **12.7 SEVERABILITY**

If any term or provision of this Agreement is deemed invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement to reflect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

#### **12.8. INDEPENDENT CONTRACTORS**

All Parties represent that they are independent contractors in performing all obligations hereunder, and nothing contained herein shall be deemed or construed to create any employer/employee relationship or any partnership or joint venture among the Parties or their respective directors, officers, employees, or independent contractors.

#### **12.9 ASSIGNMENTS**

This Agreement shall inure to the benefit of, and be binding on, each Party and their respective successors and permitted assigns. Licensor and/or Publisher has the right to transfer or assign this Agreement, in whole or in part, upon written notice to Licensee. Licensee may not transfer or assign this Agreement, or any of its rights or obligations hereunder, by operation of law or otherwise, without Licensor's and Publisher's prior written consent, which consent may be withheld in their respective sole and absolute discretion. Any purported transfer, assignment or delegation in violation of this Section shall be null and void.

## **12.10 INTERPRETATION**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. For purposes of this Agreement (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole, including any recitals, order forms, invoices, and amendments; and (d) the singular includes the plural and the plural includes the singular. Unless the context otherwise requires, references herein: (x) to sections, invoices and order forms mean the sections of and invoices and order forms attached or provided in connection with this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The order forms and invoices referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.