

DIGNIFY® IS PROVIDED SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. BY USING DIGNIFY, LICENSEE (A) ACCEPTS THIS AGREEMENT AND AGREES THAT LICENSEE IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENTS AND WARRANTS THAT: (I) LICENSEE IS 18 YEARS OF AGE OR OLDER/OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) LICENSEE HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND TO BE BOUND BY ITS TERMS. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, LICENSOR WILL NOT AND DOES NOT LICENSE DIGNIFY TO LICENSEE AND LICENSEE MUST NOT USE DIGNIFY®.

This End User License Agreement (this "Agreement"), together with the Proposal incorporated by reference, is by and between Prophit Company, a Wisconsin corporation with offices located at 154 North Broadway, Green Bay, Wisconsin 54303 ("Licensor") and the Licensee set forth on the Proposal ("Licensee"). Licensor and Licensee may be referred to herein collectively as the "Parties" or individually as a "Party."

Licensor owns a proprietary software program and website known as "DIGNIFY®" (the "DIGNIFY®"). Licensee desires to obtain a license to use DIGNIFY® for its internal business purposes, and Licensor desires to grant such license, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) "Authorized User" means an employee or contractor of Licensee who Licensee permits to access and use DIGNIFY® and/or Documentation pursuant to Licensee's license hereunder.

(b) "Documentation" means Licensor's user manuals, technical manuals, downloaded materials, handbooks, installation guides, in any tangible or intangible form, relating to DIGNIFY® and used in conjunction therewith, provided or made available by Licensor to Licensee in any form.

(c) "DIGNIFY®" means the DIGNIFY® tool and sub-tools (including the Documentation), including any Updates provided to Licensee pursuant to this Agreement.

(d) "Licensor Contact Information" means 154 N. Broadway, Green Bay WI 54303 Phone: 920 435 4878 Email: info@prophit.com.

(e) "Proposal" means the sales proposal or other similar document executed by Licensee and Licensor for Licensee's purchase of the license for DIGNIFY® granted under this Agreement.

(f) "Third-Party Products" means any third-party products provided with or incorporated into DIGNIFY®.

(g) "Updates" means any updates, bug fixes, patches, or other error corrections to DIGNIFY® that Licensor generally makes available free of charge to all licensees of DIGNIFY®.

2. License.

(a) License Grant. Subject to and conditioned on Licensee's payment of Fees and compliance with all other terms and conditions of this Agreement, Licensor hereby grants Licensee a non-exclusive, non-sublicensable, and non-transferable license during the Term to use DIGNIFY® solely within Licensee's conduct of its business within the United States. While not extending the scope of the license granted, Licensee acknowledges that Authorized Users outside of the United States may be subject to applicable laws of the jurisdiction where such users are located, and such users may be subject to additional terms incorporating the law of such jurisdiction(s).

(b) Use Restrictions. Licensee shall not use DIGNIFY® or Documentation for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Licensee shall not at any time, directly or indirectly: (i) modify, or create derivative works of DIGNIFY® or the Documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, monetize, commercialize, or otherwise make available DIGNIFY® or the Documentation, except for sublicenses to Authorized Users (i.e. Snapshot) in accordance herewith; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of DIGNIFY®, in whole or in part; (iv) remove any proprietary notices from DIGNIFY® or the Documentation; or (v) use DIGNIFY® in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(c) Pricing. Licensee shall pay the license fees set forth in the Proposal.

(d) Reservation of Rights. Licensor reserves all rights not expressly granted to Licensee in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party any intellectual property rights or other right, title, or interest in or to DIGNIFY®.

(e) Delivery. Licensor shall deliver DIGNIFY® electronically, on tangible media, or by other means equally usable by Licensee in the delivery of its services, in Licensor's sole discretion, to Licensee upon payment of the License Fee.

3. Licensee Responsibilities.

(a) General. Licensee is responsible and liable for all uses of DIGNIFY® and Documentation resulting from access provided by Licensee, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Licensee is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Licensee will be deemed a breach of this Agreement by Licensee. Licensee shall take reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of DIGNIFY® and shall cause Authorized Users to comply with such provisions.

(b) Account Registration. To use DIGNIFY®, each Authorized User must create an account and provide all required information in a complete and accurate manner. Authorized Users shall keep log in credentials and passwords strictly confidential. By registering, Authorized Users agree to be fully responsible for all activities that occur under their user name and password. Licensor reserves the right, in its sole discretion at any time and without notice, to suspend or delete an account, which Licensor deems inappropriate, offensive, or in violation of this Agreement. The suspension or deletion of an

Authorized User account shall not entitle Licensee to claims for compensation, damages, or reimbursement.

(c) Third-Party Products. Licensor may distribute certain Third-Party Products with DIGNIFY®. For purposes of this Agreement, such Third-Party Products are subject to their own license terms and the applicable flow through provisions, if referred to in **Exhibit A**. If Licensee does not agree to abide by the applicable terms for such Third-Party Product, then Licensee should not access, install or use such Third-Party Products, which will impact the functionality of DIGNIFY®.

4. Services. Licensor shall provide Licensee with the services described in the Proposal, if any.

5. Fees and Payment.

(a) Fees. Licensee shall pay Licensor the license fees ("Fees") set forth in the Proposal without offset or deduction. License Fees are based upon the number of Authorized Users. If Licensee desires to add users, Licensee shall notify Licensor and shall pay an appropriate increase in License Fees. If the License Fees are to be paid in installments, payment shall be made on a timely basis by the due dates specified in the Proposal. Failure to make payment by the due date may result in unavailability of DIGNIFY®. Licensee shall make all payments hereunder in US dollars. If Licensee fails to make any payment when due, in addition to all other remedies that may be available: (i) Licensor may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Licensee shall reimburse Licensor for all costs incurred by Licensor in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for five (5) days following written notice thereof, Licensor may prohibit access to DIGNIFY® until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Licensee or any other person by reason of such prohibition of access to DIGNIFY®.

(b) Taxes. All Fees and other amounts payable by Licensee under this Agreement are exclusive of taxes and similar assessments. Licensee is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Licensee hereunder, other than any taxes imposed on Licensor's income.

6. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the

order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party 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. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law. This provision shall not supersede any other confidentiality agreement executed between the parties. In the event of a conflict between multiple agreements, the provision which provides the most protection to a disclosing party shall control.

7. Intellectual Property Ownership; Feedback.

(a) Licensee acknowledges that, as between Licensee and Licensor, Licensor owns all right, title, and interest, including all intellectual property rights, in and to DIGNIFY® and Documentation and, with respect to Third-Party Products, the applicable third-party licensors own all right, title and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) Licensor acknowledges that, as between Licensee and Licensor, Licensee owns its own information input into or collected from DIGNIFY®. By providing content to DIGNIFY®, Authorized Users confirm that they are legally allowed to provide such content and that such content does not violate applicable law or infringe upon any third-party rights. Authorized Users grant Licensor a non-exclusive, royalty-free license to process any such content for the operation and maintenance of DIGNIFY®. Authorized Users are solely liable for any content they upload, post, share or provide through DIGNIFY®. However, Licensor reserves the right to removal any Authorized User content it deems inappropriate or in violation of this Agreement.

(c) Feedback/Improvements. If Licensee or any of its employees suggesting or recommending changes to DIGNIFY® or Documentation, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Licensor is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Licensee hereby assigns to Licensor on Licensee's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Licensor is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Licensor is not required to use any Feedback.

8. Limited Warranty. DIGNIFY® AND DOCUMENTATION ARE PROVIDED "AS IS" AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LICENSOR MAKES NO WARRANTY OF ANY KIND THAT DIGNIFY® AND DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET LICENSEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE

WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY PROGRAM, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification.

(a) Licensee Indemnification. Licensee shall indemnify, hold harmless, and, at Licensor's option, defend Licensor from and against any Losses resulting from any Third-Party Claim based on Licensee's, or any Authorized User's: (i) negligence or willful misconduct; or (ii) use of DIGNIFY® or Documentation in a manner not authorized or contemplated by this Agreement; (iii) use of DIGNIFY® in combination with data, software, hardware, equipment or technology not provided by Licensor or authorized by Licensor in writing; (iv) modifications to DIGNIFY® not made by Licensor; or (v) use of any version other than the most current version of DIGNIFY® or Documentation delivered to Licensee, provided that Licensee may not settle any Third-Party Claim against Licensor unless such settlement completely and forever releases Licensor from all liability with respect to such Third-Party Claim or unless Licensor consents to such settlement, and further provided that Licensor will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

10. Limitations of Liability. IN NO EVENT WILL LICENSOR BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID BY LICENSEE TO LICENSOR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Term and Termination.

(a) Term. Subscriptions to DIGNIFY® are an annual twelve (12) month commitment (the "**Term**"). Subscriptions shall renew on an annual basis for successive twelve (12) month terms. Licensee may terminate an automatically renewed term by providing thirty (30) days notice of termination.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Licensor may terminate this Agreement, effective on written notice to Licensee, if Licensee: (A) fails to pay any amount when due hereunder, and such failure continues more than ten (10) days after Licensor's delivery of written notice thereof; or (B) breaches any of its obligations

under this Agreement and such failure continues more than ten (10) days after Licensor's delivery of written notice thereof (with the exception that notice shall not be required in the event of breach by Licensee of Section 2(b) and Section 6;

(ii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate, and, without limiting Licensee's obligations under Section 6, Licensee shall cease using and delete, destroy, or return all copies of DIGNIFY® and Documentation and upon request of Licensor, certify in writing to the Licensor that DIGNIFY® and Documentation has been deleted or destroyed. No expiration or termination will affect Licensee's obligation to pay all Fees that may have become due before such expiration or termination or entitle Licensee to any refund.

(d) Survival. This Section 11(d) and Sections 1, 5, 6, 7, 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its Exhibits; (b) second, the Exhibits to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to Licensor, as set forth in Section 1, or to Licensee at the address set forth in the Proposal (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party, and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Service Interruption. To ensure the best possible product and service level, Licensor reserves the right to interrupt DIGNIFY® for maintenance, updates, or other changes, informing the Users whenever possible.

(d) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(e) Amendment to Terms. Licensor reserves the right to amend or otherwise modify this Agreement at any time. Such changes will only be effective as to Licensee and Authorized Users after publication of the changes. Continued use of DIGNIFY® shall be deemed acceptance by Licensee and Authorized Users of the revised terms. If Licensee or Authorized User does not wish to be bound by the changes, it must stop using DIGNIFY®.

(f) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will 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 so as to effect 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.

(g) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Wisconsin.

(h) Assignment. Licensee may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Licensor. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

(i) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

(j) Dispute Resolution. The parties shall attempt in good faith to resolve any controversy or claim arising between the parties out of or in connection with this Agreement through amicable discussions. If thirty days after such discussions begin, there is no resolution, the matter shall be determined by arbitration conducted by a mutually agreed upon arbitrator under the rules of the Judicial Arbitration and Mediation Services, Inc. ("JAMS"). The costs shall be divided equally between the Parties, except that each Party shall be responsible to pay their own attorneys' fees. The arbitration shall be administered under the then-current JAMS Comprehensive Arbitration Rules and Procedures, as

modified by this Agreement, and conducted in the English language. The decision of the arbitrator shall be final and binding and the award so rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in a mutually agreed upon location in Green Bay, Wisconsin. Notwithstanding the foregoing, any claim for unpaid License Fees shall not be subject to mandatory arbitration and may be enforced in any court within the State of Wisconsin having jurisdiction over this Agreement.

Last update: January 20, 2023.