

## LANGUAGE SERVICE PROVIDER AGREEMENT

THIS LANGUAGE SERVICE PROVIDER AGREEMENT (“AGREEMENT”) IS A LEGAL AGREEMENT BETWEEN THE LANGUAGE SERVICE PROVIDER IDENTIFIED ON THE ORDER FORM (“LSP” OR “YOU”) AND BOOSTLINGO, LLC. (“BOOSTLINGO,”) AND GOVERNS LSP’S SUBLICENSING OF THE BOOSTLINGO PRODUCTS. LSP’S AND ITS CUSTOMERS’ ACCESS TO AND USE OF THE PRODUCTS ARE GOVERNED BY: [WWW.BOOSTLINGO.COM/CUSTOMER-TERMS-OF-SERVICE](http://WWW.BOOSTLINGO.COM/CUSTOMER-TERMS-OF-SERVICE). BOOSTLINGO AND LSP MAY BE REFERRED TO INDIVIDUALLY AS A “PARTY” OR COLLECTIVELY AS “PARTIES.”

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN BOOSTLINGO ORDER FORM YOU AGREE TO THE TERMS OF THIS AGREEMENT. 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” OR “YOUR” 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 BOOSTLINGO PRODUCTS.

This Agreement was last updated on April 10, 2024. Boostlingo may update or make changes to these terms from time to time. Boostlingo encourages LSP to periodically review and check this Agreement for updates to stay informed about these terms. It is effective between LSP and Boostlingo as of the date LSP accepts this Agreement (“Effective Date”) as set forth above.

LSP may not access the Boostlingo Products if it is Boostlingo’s direct competitor, except with Boostlingo’s prior written consent. In addition, LSP may not access Boostlingo Products for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking purposes.

NOW THEREFORE in consideration of the premises and respective covenants, warranties and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Boostlingo and LSP hereby agree as follows:

### 1. DEFINITIONS. For purposes of this Agreement,

“**Affiliate**” means an entity that directly or indirectly through one or more entities, controls, is controlled by, or is under common control with, the specified entity. “Control” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Authorized Users**” shall mean any of LSP’s or its Customer’s employees, customers or other third parties to whom the LSP gives access to the Products and Services.

“**Confidential Information**” means all information or material disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, which: (i) gives a party some competitive business advantage, gives a party the opportunity of obtaining some competitive business advantage, or the disclosure of which could be detrimental to the interests of the Disclosing Party; and (ii) is either (a) marked “Confidential,” “Restricted,” or “Proprietary Information” or other similar marking, (b) known by the parties to be considered confidential and proprietary or (c) from all the relevant circumstances should reasonably be assumed to be confidential and proprietary. The Products and Services are deemed Confidential Information of Boostlingo.

“**Documentation**” shall mean Boostlingo’s then current generally available documentation, specifications, user manuals, help and training materials, etc. for the Services, as updated from time to time, provided during LSP’s onboarding or as Boostlingo may provide upon request.

“**OPI**” shall mean over-the-phone interpreting.

“**Order Form**” shall mean a purchasing document or other similar document, such as a purchase order or statement of work, specifying the Products to be provided hereunder that is entered into between Boostlingo and LSP, including any addenda and supplements thereto.

“**Privacy Policy**” means Boostlingo’s Privacy Policy, that may be found at <https://www.boostlingo.com/privacy-policy>, or such other URL locations on Boostlingo’s website as Boostlingo may provide from time to time.

“**Product Support**” means any maintenance and support of any Products provided by Boostlingo.

“**Products**” means any Software, Services and/or Web Hosted Services that Boostlingo offers to Customer, including any Documentation.

“**Services**” means any professional services, including implementation and installation services, consultancy services, or services agreed upon by the parties and set forth in an Order Form or any additional Product Support purchased pursuant to an Order Form. Boostlingo may require LSP to enter into a statement of work (“SOW”) detailing the Services to be performed.

“**Software**” means the object code version of any software that may be licensed by LSP under this Agreement for installation on LSP or end-customer’s systems. To the extent Boostlingo delivers any updates or enhancements to LSP as part of Product Support, such updates and enhancements will be deemed included in the definition of “Software.”

“**Web Hosted Services**” shall mean an application and/or database product hosted by Boostlingo or its agents and made available for remote access and use by LSP or its Customers under this Agreement.

2. **SCOPE.** Boostlingo provides the Products set forth on the Order Form. LSP desires to market, resell and support the Products and to integrate and combine the Products with LSP's products and services and to resell the Products directly to LSP's own end user customers ("Customers") or indirectly to end user customers of LSP's partners ("Partners"), in all cases, within the Territory in the ordinary course of business. Boostlingo desires to appoint LSP as a non-exclusive authorized LSP in the geographic area, commercial and/or governmental market segment and/or country specified on the Order Form ("Territory") pursuant to the terms and conditions of this Agreement.

3. **APPOINTMENT.**

1. **Appointment.** Subject to LSP's payment of applicable fees and LSP's compliance with the other terms and conditions of this Agreement, Boostlingo hereby appoints LSP and LSP accepts a non-exclusive, non-transferable, non-sublicensable appointment as a Boostlingo authorized LSP for the resale of only those Products set forth on the Order Form in the Territory to Customers and to Partners for resale to such Partners' end user customers. LSP acknowledges that its appointment under this Agreement is non-exclusive, that it obtains no exclusive rights in any geographic area, commercial and/or governmental market segment and/or country for the Products, that it shall not resell Products outside of the Territory and that Boostlingo may appoint additional resellers, distributors, or other entities to, directly or indirectly, market, offer, license, sell and/or support the Products in the Territory or elsewhere without liability or obligation to LSP. Notwithstanding the foregoing, nothing in this Agreement shall be construed as limiting Boostlingo's marketing or distribution activities or its appointment of other LSPs, licensees, or agents of any kind.
2. **Pricing.** Pricing for the Products shall be as set forth in Boostlingo's then current price list (the "Price List") set forth on the Order Form subject to the terms of this Agreement. Boostlingo reserves the right to modify the Territory and Price List, applicable Products, support Products and the like for any new orders for Products upon thirty (30) days prior written notice to LSP.

2. **LSP'S REPRESENTATIONS AND OBLIGATIONS.**

4.1 **LSP Obligations.**

4.1.1. LSP shall maintain at all times the facilities, resources, inventory, personnel and experience and shall use its best efforts to market, support, and/or resell the Products, and to perform its obligations under this Agreement. LSP shall provide Boostlingo with reasonable access to LSP's or its Customers' equipment, systems, network, facilities, data and records necessary for Boostlingo to perform services under this Agreement.

4.1.2. LSP's appointment as a LSP and the licenses granted to LSP hereunder are conditioned upon: (i) LSP entering into an agreement with each Partner with terms consistent with this Agreement; (ii) LSP licensing the Products to Customers pursuant to the Customer Terms of Service ("Customer Agreement") found at <https://www.boostlingo.com/eula/> or at another URL provided by Boostlingo from time to time; and (iii) LSP causing each Customer and Partner to enter into a binding agreement with their end user customers (such partner end users together with Customers, the "End Users") with terms consistent with this Agreement and containing terms and conditions substantially in conformity with those set forth in the Customer Agreement.

4.1.3. Boostlingo will allow LSP to private label or brand the Products with LSP's name or logo for the purposes of resale and allow the LSP to private label or brand the service with the name or logo of their partners for the purposes of resale, subject to guidelines established by Boostlingo from time to time. LSP will not make, and shall ensure that its Partners shall not make, any claim, representation or warranty regarding the Products or any software or other technology incorporated therein, other than those claims, representations and warranties set forth in Boostlingo's printed documentation and marketing materials provided to LSP by Boostlingo.

4.1.4. LSP will: (i) conduct business in a manner that reflects favorably at all times on the Products and the good name, good will and reputation of Boostlingo; (ii) avoid deceptive, misleading or unethical practices that are or might be detrimental to Boostlingo or the Products; (iii) make no false or misleading representations with regard to Boostlingo or the Products; (iv) not publish or employ, 'or cooperate in the publication or employment of, any misleading or deceptive advertising material with regard to Boostlingo or the Products; (v) make no representations, warranties or guarantees to customers or to the trade with respect to the specifications, features or capabilities of the Products that are inconsistent with the literature distributed by Boostlingo and (vi) not enter into any contract or engage in any practice detrimental to the interests of Boostlingo or the Products.

4.2 **Customer Information.** LSP shall provide Boostlingo, upon Boostlingo's written request, with information regarding the number of Customers, Partners and End Users of the Products on any given date during the Term of this Agreement or over any given period during the Term of this Agreement and other non-personally identifiable information reasonably requested by Boostlingo during the Term of this Agreement to monitor usage of the Products and the applicable fees for such Products.

4.3 **Boostlingo Hub (f/k/a Boostlingo Professional Interpreter Network).** Boostlingo operates a network of backstop partners and their language interpreters who can provide spoken language interpreting services for the benefit of its customers ("BHub" or "BPIN"). LSP shall not use the BHub for any purposes, other than live interpretation assignments. Additionally, LSP and its Customers are prohibited from using the BHub: (i) to solicit personal information from any BHub interpreter; or (ii) for recruitment purposes.

4.4 **Recording Feature.** The Products are equipped with a recording capability that allows Boostlingo to record OPI and VRI calls placed through the Products ("Recording Feature"). Except as otherwise stated herein, Boostlingo will not enable the Recording Feature, unless LSP requests in writing that it be enabled. Such request can be made at the following link: <https://www.boostlingo.com/call-recording-request-form/> or at another URL provided by Boostlingo from time to time. Additional fees apply when the Recording Feature is enabled. All call recordings will be stored in the Boostlingo Cloud for a retention period not to exceed 90 days. After the retention period, any and all call recording files will be automatically deleted from Boostlingo cloud. For clarity, Boostlingo reserves the right to record OPI and VRI calls for training, quality, and assurance purposes. Notwithstanding

the foregoing, upon the termination or expiration of this Agreement or any Order Form, LSP may request in writing that Boostlingo delete any recorded calls in its possession or control. LSP may also request that Boostlingo certify its destruction of such recordings.

#### 4.3 Support of Products.

- 4.3.1 **In General.** Products are made available with standard Product Support for no additional charge.
- 4.3.2 **Exclusions.** Notwithstanding the foregoing, Boostlingo will have no obligation to support: (i) services, hardware, or software provided by anyone other than Boostlingo; (ii) Product issues caused by LSP's negligence, abuse or misapplication; or (iii) LSP's use of Products other than as specified in the Documentation.
- 4.3.3 **Compatibility and Product Defects.** LSP shall be solely responsible for the compatibility of the Products with the products and services offered by LSP and its Partners and shall promptly report to Boostlingo any defects with respect to the Products or any conflicts between the Products and any LSP or its products or services.
- 4.3.4. **LSP's Technical Support Obligations.** LSP shall be responsible for providing First Line Support to Customers of the Products. For the purposes of this Agreement, "First Line Support" means (i) fielding each initial call on a Products problem or other inquiry from a Customer; (ii) generating and issuing a trouble ticket containing a reference/tracking number to the Customer (i.e., provision of a LSP support number to the Customer); (iii) to the extent reasonably possible, identifying the problem or performance deficiency in the Products; (iv) by reference to only a troubleshooting guide that may be provided by Boostlingo, attempted resolution of the problem; (v) where such problem has not been resolved, preparation of an error notification in relation to the problem or performance deficiency; (vi) managing communications and expectations with the Customer until the problem is referred to Boostlingo; and (vii) escalating the error notification to Boostlingo. Under no circumstances will Boostlingo be obliged to deal directly with a Customer.

4.5 **Training.** LSP shall offer reasonable training and assistance to its Customers with respect to the effective use of the Products.

4.6 **Promotion of Products.** LSP shall advertise and promote the Products in the Territory as mutually agreed upon by the parties. LSP shall not issue any press release with respect to this Agreement without the express written consent of Boostlingo. Boostlingo shall not be required to provide any advertising or trade show support in the Territory. LSP agrees not to introduce or attempt to sell competitive products or Products to an End User or Customer during the Term of the Agreement, including the period during which a subscription to a Service is subject to renewal. Violation of this provision will result in Boostlingo managing the renewal and any other negotiations directly with the End User, and will result in Boostlingo being permitted to terminate this Agreement.

4.8 **LSP Responsibilities.** LSP agrees to reproduce and include the copyright notice and any other notices that appear on or accompany the Boostlingo Products or documentation and on any copies made by LSP on any media. LSP shall use its best efforts to promote and market the Products in a manner consistent with high quality, good taste, and enhancement of the image of LSP and Boostlingo.

4.9 **Boostlingo's Marketing and Advertising Rights.** LSP agrees that Boostlingo reserves all rights to determine all advertising policies regarding said programs, including the right to require prior written approvals and otherwise regulate (and even deny) advertising by LSP.

#### 4.10 Compliance with Language Access Laws.

4.10.1 General. LSP and Boostlingo are committed to providing the highest quality services in line with the laws, rules, and regulations applicable to its business and obligations under this Agreement, including state, federal or international language access laws ("Language Access Laws"). LSP shall fully comply with the requirements outlined in Oregon House Bill 2359 ("HB 2359"), including but not limited to language access standards, interpreter qualifications, and any other provisions mandated by the law. LSP may access the HB2359 as revised from time to time, at the following link: [Insert hyperlink](#).

4.10.2 Indemnification. In the event of an audit by the Oregon Health Authority ("OHA") to verify the parties' compliance with HB2359, LSP shall promptly provide any information requested by the OHA to Boostlingo, including interpreter data. LSP hereby agrees to abide by, and to indemnify Boostlingo for failure to abide by, HB2359 or any other Language Access Law, including, without limitation, failure to provide any data requested by OHA, failure to provide any notices to or obtain consent from, interpreters whose information is to be shared to the OHA.

4.10.3 Notification of Non-Compliance: LSP shall immediately notify Boostlingo of any potential or actual non-compliance with the HB2359, providing details of the issue and steps taken or to be taken to rectify the situation. Upon notification of any non-compliance, LSP shall actively cooperate with Boostlingo in developing and implementing corrective actions to ensure swift adherence to HB2359.

### 3. BOOSTLINGO'S OBLIGATIONS

5.1 Boostlingo agrees that the servers, hardware and third-party software used to host and provide the Products shall be maintained by Boostlingo at its sole cost and expense. Boostlingo shall have no obligation to purchase or acquire dedicated servers or hardware for LSP or End Users in connection with any the Products contemplated hereby.

5.2 Boostlingo shall provide LSP, at no charge, in electronic format, with a reasonable supply of Products' literature, marketing information, user documentation and manuals in the English language, provided LSP shall ensure that all applicable Boostlingo notices are included and shall return all documentation upon the expiration or termination of this Agreement.

#### 4. PRICING

1. **Resale Pricing.** LSP is free to unilaterally determine its own resale prices to its Customers and Partners for the Products. BOOSTLINGO MAY PROVIDE A SUGGESTED RETAIL FEE FOR THE PRODUCTS. ALL FEES PURSUANT TO THIS AGREEMENT ARE STRICTLY CONDITIONED UPON LSP'S COMPLIANCE WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND IN THE EVENT OF ANY BREACH OF THE FOREGOING, BOOSTLINGO MAY AT ITS SOLE OPTION TERMINATE THIS AGREEMENT.
2. **Orders.** During the Term of this Agreement, LSP may order the Products from Boostlingo at the applicable fees and prices set forth in Boostlingo's then current Price List. All fees and prices to LSP are exclusive of all taxes and other charges, including but not limited to, shipping, handling, insurance, sales, use, value-added or other similar taxes, duties or assessments, except taxes based upon Boostlingo's net income. LSP shall pay all import duties, levies or other imposts, and all sales, use, value added, property or other taxes of any nature assessed upon or with respect to this transaction unless LSP provides Boostlingo with a proper tax-exemption certificate. Any claim for exemption by LSP shall be effective only after Boostlingo's receipt of all proper exemption documentation and requirements. LSP shall issue a purchase order to its Customers and/or Partners identifying the ship to address and bill to address. LSP expressly agrees that (i) Boostlingo shall not be bound by any additional or different terms that may appear in LSP's purchase order or in any other LSP communication, and (ii) LSP shall not communicate, whether directly or indirectly, to Customer or any other third party that Boostlingo is bound by any such terms.
3. **Price Changes.** BOOSTLINGO MAY MODIFY THE PRICE LIST FOR ANY PRODUCTS UNDER THIS AGREEMENT AT ANY TIME UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO LSP. All orders accepted by Boostlingo before the effective date of any fee or price modification shall be at the fee in effect prior to such modification. Thereafter, all orders accepted by Boostlingo shall be at such modified fee.

#### 2. PAYMENT TERMS.

- 2.1. Amounts due for Products may be invoiced by Boostlingo monthly or as otherwise expressly provided in the Order Form. Unless otherwise noted in the Order Form, LSP shall pay all invoices by bank wire transfer, ACH bank transfer, or credit card within fifteen (15) calendar days of receipt of Boostlingo's invoice, notwithstanding any payment or non-payment by Customer or LSPs. In the event of any conflict between the terms and conditions of this Agreement and any Order Form, this Agreement shall control and supersede any inconsistency.
  - 2.1.1. **Subscription Fees:** Base subscription fees will be automatically charged to the credit card specified in the Order Form on the bill start date and once a month on the anniversary date thereafter.
  - 2.1.2. **Usage Fees:** All platform usage fees are invoiced monthly based on Customer's usage activity for the prior calendar month. Payment for all usage fees is due in accordance with the payment terms set forth in Section 7.1. By electing credit card or ACH payments, the invoice amount will be automatically withdrawn within five (5) days of the invoice date. For invoices that exceed \$5,000.00 USD, Customer will be charged a credit card processing fee of 2%. No fee will be charged on wire transfer or ACH transfers or for enrolling in Boostlingo's ACH autopay. With ACH autopay, Boostlingo will automatically withdraw funds from Customer's pre-approved bank account within two (2) business days of the invoice date.
  - 2.1.3. All subscription and/or platform usage fees are exclusive of any taxes, levies, duties, or similar governmental assessments of any nature including, for example, value-added; sales; use; or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer or LSP is responsible for paying all Taxes associated with its purchases under any applicable Order Form. If Boostlingo has the legal obligation to pay or collect Taxes for which Customer or LSP is responsible under this Section, Boostlingo will invoice Customer or LSP and Customer or LSP will pay that amount unless Customer or LSP provides Boostlingo with a valid tax exemption certificate authorized by the appropriate taxing authority.
- 7.2 In the event that LSP fails to make any payment when due, Boostlingo may, in addition to all other remedies available to it, suspend LSP's account and shutdown further use of the Products. LSP agrees to provide such financial information regarding LSP and any of its Partners from time to time as may be reasonably requested by Boostlingo to verify the creditworthiness of LSP and any of its Partners. A late payment charge of one and one-half percent (1.5%) per month, or the maximum allowed by law, shall be assessed on all overdue amounts. LSP shall reimburse Boostlingo's costs of collection including, but not limited to reasonable attorneys' fees. Notwithstanding the foregoing, Boostlingo reserves the right to shut down LSP's access temporarily or permanently to the Products if the LSP has unpaid undisputed invoices that are past due.

#### 3. LICENSE; OWNERSHIP AND RESTRICTIONS.

- 8.1 **License Grant.** Subject to LSP and its Partners compliance with the terms of this Agreement and the payment of applicable fees and charges, Boostlingo grants to LSP and its Partners a limited, revocable, non-exclusive and non-transferable license to (a) resell the Products to End Users solely for End Users' use for internal business purposes; (b) use the Products; and (c) (i) market the Products to End Users, (ii) demonstrate the Products to End Users, and (iii) service and support End Users. Apart from the rights explicitly granted in this Section 9.1, LSP shall have no other right, title, interest ownership or license rights, express or implied, in the Products. For clarity, LSP's access and use of the Products shall be governed by the terms and conditions herein and the terms, conditions and restrictions set forth in the Customer Agreement.

#### 8.2 Ownership.

8.2.1 **Intellectual Property.** LSP acknowledges that all right, title and interest in the Products, including any and all software and other technology used to provide the Products and any intellectual property rights therein or thereto, including patents, copyrights, trademarks, and trade secrets, shall remain the sole and exclusive property of Boostlingo and its licensors. No title to or ownership of the intellectual property contained in the Products or any part of the Products or Boostlingo's confidential information is transferred to LSP.

8.2.2 **Development and Enhancements.** LSP acknowledges that Boostlingo owns all rights, title and interest in and to the Products as well as all enhancements, updates, modifications, local versions or any derivatives of the Products, works produced pursuant to an SOW hereto, or any other works developed by Boostlingo in performance of this Agreement. LSP agrees that any works under this Agreement shall not be considered a "work made for hire". Excluding LSP's limited license granted in Section 8.1 of this Agreement, LSP hereby irrevocably transfers, conveys and assigns and agrees to transfer convey and assign, exclusively to Boostlingo any rights Boostlingo may have or may hereafter acquire or may propose to have or hereafter acquire in and to any Products, derivatives of the Products, updates or enhancements, and any works created pursuant to this Agreement, including all patent, trademark and copyright in the Products. For the avoidance of doubt, the Products (software, firmware and/or documentation) are licensed and not sold and all license rights shall immediately and automatically terminate in the event this Agreement is terminated and all rights to the Products licensed hereunder shall revert to Boostlingo and Boostlingo's licensors.

8.2.3 **Use of Marks.** Unless otherwise permitted under this Agreement, LSP shall not delete or alter any Boostlingo trade names, trademarks or other insignia which are affixed to the Products or related documentation and may only use such marks in conjunction with its marketing and/or resale of the Products in accordance with Boostlingo's then current guidelines on usage. LSP shall refrain from any other direct or indirect use or registration of such marks or similar marks.

8.2.4 **IP Infringement Claims.** LSP shall promptly notify Boostlingo of any claims with respect to the license or use of the Products or to any alleged intellectual property infringement. Boostlingo and its licensors reserve all other rights.

8.3 **Restrictions.** Except with the express written consent from Boostlingo, neither LSP nor Customer may: (i) modify, adapt, decompile, disassemble, or reverse engineer the Products or documentation unless specifically authorized by applicable law; (ii) create derivative works based on the Products or documentation except as may be necessary to permit integration with other technology; (iii) make unauthorized copies of the Boostlingo provided Products or documentation thereto; (iv) allow any further disclosure, distribution or relocation, resale, lease, loan, rental, license, or assignment of any type or nature or unauthorized third party use or access to the Boostlingo provided documentation without the prior written consent of Boostlingo; (v) use the Boostlingo provided Product or documentation for the benefit of, or to support any third party; (vi) merge the Products with other unauthorized software; (vii) remove or alter any copyright notices or other notices included in the Products; or (viii) allow End Users to resell, export, sell, provide for service bureau use, lease, rent, loan, or otherwise transfer the Products or the documentation to any third party. LSP agrees to notify Boostlingo immediately upon becoming aware of any unauthorized copying, transfer, disclosure, reverse assembling, or reverse compiling of any Product.

4. **RECORDS AND AUDIT.** For the term of this Agreement and one year after Customer shall maintain accurate and complete financial records sufficient to justify its compliance with the provisions of this Agreement. Boostlingo reserves the right to audit by an independent auditor, at Boostlingo's expense, all applicable books and records relating to the Products. Upon prior written notice by Boostlingo and no more than once a calendar year, LSP shall provide access to such records during normal business hours. Boostlingo shall bear the costs of an audit, including reasonable costs incurred to Customer to support the audit except where the audit reveals any default, fraudulent activity, or breach of this Agreement by LSP in which case LSP shall bear the cost of such audit. LSP shall implement any remedial action an audit reasonable identifies as necessary at its own cost.

## 5. CONFIDENTIALITY.

10.1 **Confidentiality.** During the Term of this Agreement, each party may disclose to the other certain Confidential Information to the other party. Notwithstanding the foregoing, Confidential Information shall not include any information that (a) is known to the Receiving Party prior to receipt hereunder from a source other than one having an obligation of confidentiality to the Disclosing Party, (b) becomes lawfully known (independently of disclosure by the Disclosing Party) to the Receiving Party from a source other than one having an obligation of confidentiality to the Disclosing Party, (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement, or (d) is independently developed by the Receiving Party without use of the Confidential Information.

10.2 **Protection of Confidential Information.** Except as expressly provided in this Agreement, the Receiving Party will not use or disclose any Confidential Information of the Disclosing Party without the Disclosing Party's prior written consent, except disclosure to and subsequent uses by the Receiving Party's employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the Receiving Party's obligations under this Section. Subject to the foregoing nondisclosure and non-use obligations, the Receiving Party agrees to use at least the same care and precaution in protecting such Confidential Information as the Receiving Party uses to protect the Receiving Party's own Confidential Information and trade secrets, and in no event less than reasonable care. The receiving party is prohibited from using the disclosing Party's Confidential Information to develop, make or market products or services that are or may be competitive with the products or services of the disclosing Party. Each Party acknowledges that due to the unique nature of the other Party's Confidential Information, the Disclosing Party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or

otherwise, the Disclosing Party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure. Notwithstanding the foregoing, LSP's obligations will survive any termination of this Agreement or LSP's relationship with Boostlingo.

- 10.3 **Return or Destruction of Materials.** All documents and other tangible objects containing or representing Confidential Information that have been disclosed by either Party to the other Party, and all summaries, copies, descriptions, excerpts or extracts thereof that are in the possession of the other Party, shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party, and the Receiving Party shall use reasonable efforts to promptly delete or destroy all summaries, copies, descriptions, excerpts or extracts thereof in their possession upon the Disclosing Party's written request. The Receiving Party shall have no obligation to delete or destroy copies that: (a) are contained in an archived computer system backup that was made in accordance with such Party's security, e-mail retention, and/or disaster recovery procedures; or (b) are kept by a Party for record-keeping, archival, or governance purposes in compliance with such Party's document retention policies. Any such retained Confidential Information shall remain subject to the terms and conditions of this Agreement for so long as it is retained. Notwithstanding the return or destruction of the Confidential Information, the Receiving Party will continue to be bound by its confidentiality and other obligations hereunder in accordance with the terms of this Agreement. At the Disclosing Party's option, the Receiving Party will provide written certification of its compliance with this Section.

## 6. INDEMNIFICATION.

- 11.1 **BOOSTLINGO INDEMNIFICATION.** Boostlingo shall defend or settle any suit or action against LSP based on a claim that the Product, to the extent provided by Boostlingo and not modified by LSP, Customer or their respective agents, infringes any third party's U.S. or Canadian patent or copyright; provided, that (a) LSP gives Boostlingo prompt written notice of any claim, action or suit, sole authority to defend or settle as it sees fit, and full cooperation, and (b) Boostlingo is not obligated to indemnify or defend LSP or settle such claim, action or suit if the primary basis of the infringement arises out of (i) modification of the Product by anyone other than Boostlingo, (ii) combination of the Product with freeware, shareware or other third party software, or (iii) use of the Product for other than its intended purpose. If LSP or Customer is prevented from using any Product provided by Boostlingo due to claims of infringement of any U.S. or Canadian patent or copyright, Boostlingo may, at its expense: (i) procure the right to continue using the Product; (ii) modify the Product so that it is non-infringing; or (iii) procure a replacement product that has substantially the same functionality. If none of the above options are reasonably available, then Boostlingo may terminate this Agreement and all sublicenses granted by LSP hereunder, and refund to LSP the fees paid for such infringing Product(s).
- 11.2 **LSP INDEMNIFICATION.** LSP shall indemnify, and hold harmless Boostlingo against any and all losses, liabilities, lawsuits, claims, fines, expenses (including attorney's fees and costs of litigation and investigation), costs or judgments arising out of: (i) any improper or unauthorized actions, activities or misrepresentations by LSP or any of its employees or agents in its performance under this Agreement, including but not limited to misrepresentations of the performance of the product; (ii) LSP's use of the Products in breach of this Agreement, (iii) LSP's violation of any warranty, representation or covenant under this Agreement; (iv) LSP's violation of any third party rights, including, without limitation, infringement of any copyright, trademark or patent right, violation of any other proprietary right and invasion of any privacy or publicity right; or (v) Boostlingo's authorized use of the Customer data. The foregoing indemnification obligation of LSP is contingent upon Boostlingo promptly notifying LSP in writing of such claim (provided the failure or delay in doing so shall not relieve LSP from any obligations to indemnify Boostlingo except to the extent that such delay or failure materially prejudices the defense of such claim), permitting LSP sole authority to control the defense or settlement of such claim, provided that LSP may not settle any such claim unless it unconditionally releases Boostlingo of all liability, and providing LSP reasonable assistance (at LSP's sole expense) in connection therewith.

## 7. REPRESENTATIONS, WARRANTIES & DISCLAIMER.

- 12.1 **LSP's Representation & Warranty.** LSP hereby represents and warrants that it has no outstanding contract or arrangement with any other person or entity that conflicts with or infringes on the licensing arrangement contemplated hereunder or which would prevent LSP from entering into and performing under this Agreement in good faith.
- 12.2 **Boostlingo's Warranties.** LSP agrees to pass all standard Product warranties of Boostlingo in the Customer Agreement directly to Customer for any Product purchased. If any modifications are made to any Product by LSP or Customer during any warranty period, all applicable warranties, if any, shall be immediately terminated. BOOSTLINGO'S STANDARD PRODUCT WARRANTY IS A LIMITED WARRANTY, AND BOOSTLINGO MAKES AND LSP RECEIVES NO OTHER WARRANTY, EXPRESS OR IMPLIED. BOOSTLINGO DOES NOT WARRANT THAT THE PRODUCTS WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE.
- 12.3 **Disclaimer.** THE PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESSED, IMPLIED OR STATUTORY, AND BOOSTLINGO HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. LSP EXPRESSLY ACKNOWLEDGES THAT THE PRODUCTS MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. NO AFFILIATE, CONTRACTOR, EMPLOYEE, AGENT, RESELLER, DEALER OR DISTRIBUTOR OR REPRESENTATIVE OF BOOSTLINGO IS AUTHORIZED TO MODIFY THIS LIMITED WARRANTY OR TO MAKE ANY ADDITIONAL WARRANTIES.

## 8. LIMITATION OF LIABILITY.

- 13.1 EXCEPT FOR EACH PARTY'S INDEMNITY OBLIGATIONS UNDER SECTIONS 11, EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 10, OR FOR LSP'S BREACH OF SECTIONS 4 AND 8, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR, IN THE CASE OF BOOSTLINGO, FOR

DIRECT DAMAGES IN EXCESS OF THE AMOUNTS PAID BY LSP FOR THE SERVICES THAT GAVE RISE TO THE LIABILITY, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOSS OF INCOME, DATA, GOODWILL, USE OR INFORMATION, DOWNTIME OR COSTS OF SUBSTITUTE SERVICES OR EQUIPMENT), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF BOOSTLINGO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NO ACTION MAY BE BROUGHT BY EITHER PARTY MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED.

## 9. TERM AND TERMINATION.

- 14.1 **Term.** This Agreement shall have an initial term as set forth in the Order Form ("Initial Term"), unless terminated as provided herein. Any expiration or termination of this Agreement shall not modify any rights or obligations of a party hereto which arose prior to such expiration or termination.
- 14.2 **Termination for Cause.** Either party may terminate this Agreement in the event of (a) a material breach by the other party of any term and condition of this Agreement upon thirty (30) days prior written notice and failure to cure such breach within such 30-day notice period, or (b) upon thirty (30) days prior written notice if the other party shall become insolvent, commits an act of bankruptcy, is subject to a proceeding in bankruptcy, receivership, liquidation or insolvency or if there is a change in the controlling ownership of LSP.
- 14.3 **Boostlingo's Rights in the Event of LSP Breach.** In event LSP is in breach of this Agreement, Boostlingo may: (i) declare all amounts payable under this Agreement immediately due and payable; (ii) suspend delivery to LSP until the default is cured; (iii) proceed to enforce performance and/or recover damages; (iv) manage the renewal and any other negotiations directly with the End Users and/or (v) terminate this Agreement. If a party continues to perform after the other party's default, such action shall not constitute a waiver of any rights or remedies.

## 10. MISCELLANEOUS.

1. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the state of Delaware, without regard to conflict of law provisions. The parties agree that the state and federal courts in the State of Delaware shall have exclusive jurisdiction with respect to any controversy or dispute arising out of or relating to this Agreement not resolved by the parties hereto.
2. **Complete Agreement.** This Agreement and the exhibits and addendums hereto supersede all prior and contemporaneous agreements, representations and understandings and contains the entire agreement between the parties with regard to the subject matter contained herein. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. This Agreement will not be modified except by a written agreement properly executed by both parties. Any terms and conditions of any purchase order or other instrument issued by LSP in connection with this Agreement that are in addition to, inconsistent with or different from the terms and conditions of this Agreement will be of no force or effect. LSP acknowledges that it has not relied upon any promise, representation, or statement of Boostlingo except as expressly set forth herein. No failure or delay of Boostlingo in exercising any right or remedy under this Agreement shall operate as a waiver of such right or remedy.
3. **Order of Precedence.** To the extent any terms and conditions of this Agreement conflict with the terms and conditions of the Customer Agreement, then with respect to the data privacy regulations and additional license requirements, the Customer Agreement shall control. To the extent any terms and conditions of this Agreement conflict with the Order Form, the Order Form shall control.
4. **Attorney Fees.** In any suit or dispute between the parties over enforcement of this Agreement or any portion thereof, the prevailing party shall be entitled to an award against the other for the prevailing party's attorney fees and other legal proceedings costs, whether incurred in consultation prior to suit, for trial, for arbitration, or for appeal.
5. **Independent Contractor.** Boostlingo, its personnel, agents, subcontractors, and independent contractors are not employees or agents of Customer and are acting as independent contractors with respect to Customer. Neither party is, nor shall be considered an agent, distributor, partner, joint venturer or representative of the other party for any purpose, and neither party shall have the authority to act on behalf of, or in the name of, or to bind the other party in any manner whatsoever.
6. **Force Majeure.** Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than the payment obligations or breach of confidentiality requirements) resulting from acts or events beyond the reasonable control of such party, including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage or dispute, governmental act or failure of the Internet, power failure, energy interruption or shortages, other utility interruption, telecommunications interruption provided that the delayed party: (i) gives the other party notice of such cause without undue delay; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
7. **No Commitment.** Boostlingo understands and agrees that LSP offers no commitments or guarantee of any minimum volume of purchases or of revenues under this Agreement. The relationship between Boostlingo and LSP is not exclusive.
8. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party (such consent shall not be unreasonably withheld, delayed, or denied); except that either party may assign this Agreement to an Affiliate or in connection with the merger or consolidation of such party or a sale of all or substantially all of its assets.
9. **Notice.** All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service or certified mail at the addresses on the Order Form, as may be amended, and shall be

deemed served on the day on which personally served or if sent by certified mail, on the day of actual receipt. Notices may also be sent by email, receipt confirmed. For purposes of this Agreement, all notices sent to Boostlingo shall be sent to the following address: Boostlingo, LLC, Attn: Legal Department, PO Box 160457 Austin, TX 78716; with copy to: legal@boostlingo.com

10. **Approvals.** Each party represents it has the right and authority to enter into this Agreement and it will comply with all applicable laws or regulations of the Territory and the United States
11. **Non-Solicitation.** During the term of this Agreement and for one (1) year after the termination of this Agreement, LSP shall not solicit, discuss employment with, offer employment to, nor otherwise use, hire, or utilize the services of any employee of Boostlingo or any person who has been employed by Boostlingo within one (1) year prior to the date of solicitation, hiring, or other such activity. Notwithstanding the foregoing, solicitation of either party's current employees or independent contractors who are not involved in the performance of this Agreement by means of a general media solicitation or trade publication or advertisement shall not constitute a breach of this provision.
12. **Survivability.** All provisions of this Agreement relating to confidentiality, non-disclosure, intellectual property, disclaimers, limitation of liability, indemnification, and payment, and any other provisions which must survive to give effect to their meaning, shall survive the termination of this Agreement.
13. **Headings.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Headings in this Agreement are included for reference only and shall not constitute a part of this Agreement for any other purpose. The English language version of this Agreement shall be definitive and shall control over any translation.
14. **Compliance.**
  - 14.1. **Anti-Bribery & Corruption.** LSP will not: (a) make any unlawful payments to any government official or employee; (b) make any unlawful payment to any person, or unlawfully provide anything of value (whether as property, Products, or in any other form) to any person, for the purpose of obtaining an improper business advantage; or (c) agree, commit, or otherwise offer to undertake any of the foregoing actions in connection with this Agreement or any related activities.
  - 14.2. **Export Control.** LSP acknowledges that Boostlingo's export of the Products is subject to regulation by the United States which prohibits export or diversion of the Products to certain countries. LSP shall not export or re-export, directly or indirectly, any of the Products to any prohibited or restricted countries. LSP further agrees not to distribute or supply the Products to any person if LSP has reason to believe that such person intends to export, re-export or otherwise transfer the Products to, or use the Products in any of such countries. LSP agrees to seek written assurances from its Customers as may from time to time be requested by Boostlingo. Without limiting the foregoing, LSP shall not commit any act which would, directly or indirectly, violate any United States or local law, regulation, treaty or agreement relating to the export or re-export of the Products. At its expense, LSP shall obtain any government consents, authorizations, or licenses required for LSP to exercise its rights and to discharge its obligations under this Agreement.
  - 14.3. **U.S. Government End Users.** If LSP's Customer is a branch or agency of the United States Government, the following provision applies. The Products and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. All rights reserved under the copyright laws of the United States.

