



2024 Drake Software Accounting License and Non-Disclosure Agreement

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Indemnification of Drake

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11. Indemnification of Licensee

- a. Drake hereby agrees to indemnify and hold Licensee harmless from and against any and all liabilities, losses, costs, expenses, and damages during the term of this Agreement, including, without limitation, court costs and reasonable attorney fees, that arise out of, result from or relate to all third-party claims, actions or legal proceedings that Drake's intellectual property or Software infringes or misappropriates such third party's intellectual property rights. Licensee agrees to notify Drake of such claims in writing within thirty (30) days of becoming aware of said claim.
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15. Governing Law

This Agreement shall be governed by North Carolina law without regard to conflict of law principles. For any dispute not subject to the Arbitration provision in Section 18: (a) such dispute shall be filed in a court in or covering Macon County, North Carolina, and (b) the parties agree to submit to the jurisdiction and venue of such court to resolve such dispute.

16. Arbitration

- a. Pursuant to the Federal Arbitration Act (FAA), any controversy or claim arising out of, or relating to, this Agreement, or the making, performance, or interpretation thereof, other than a claim by Drake for injunctive or other equitable relief, shall be settled by a single arbitrator a proceeding in Franklin, North Carolina, in accordance with the Commercial Arbitration Rules ("Rules") of the American Arbitration Association that are in effect on the date the arbitration is initiated, except that the provisions of this Agreement will control and take precedence in the event of any conflict or inconsistency between the Rules and this Agreement. Any judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. The arbitrator shall be a licensed attorney or retired judge experienced in software-related issues.
- b. **All disputes between Licensee and Drake will be resolved only on an individual basis. Licensee and Drake each specifically agree that no dispute between them may be brought, heard, or arbitrated in any forum (whether as a judicial proceeding in court, as an administrative proceeding before an agency or other body, or in arbitration) as a class, collective, representative, consolidated proceeding, or private attorney general action, and they further agree that neither Licensee nor Drake may be a party or member in any such class, collective, or representative proceeding. The preceding sentence will hereafter be referred to as the "Class Action Waiver." Notwithstanding any other provision of this Agreement, any dispute regarding the validity, enforceability, or breach of the Class Action Waiver may be resolved only by a court and not by an arbitrator. In any case in which: (a) the dispute is filed as a class, collective, representative, or private attorney general action and (b) there is a final judicial determination that the Class Action Waiver is unenforceable with respect to some or all of the claims or causes of action brought or asserted, the class, collective, representative and/or private attorney general action must to that extent be litigated in a civil court of competent jurisdiction, but the claims or causes of action with respect to which the Class Action Waiver is enforceable shall be resolved on an individual basis in arbitration.**
- c. Licensee and Drake will pay their own costs for the arbitration, including attorneys' fees, but the arbitrator may, in the final ruling, award the prevailing party some or all of its attorneys' fees. The arbitrator may issue orders allowing the parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving claims. Documents shall be exchanged in accordance with the Rules, and each side shall be allowed to conduct at least three (3) depositions. The filing of dispositive motions shall be permitted in the arbitration and shall not be disfavored, and the standard for deciding such motions shall be the same as under the provisions of the Federal Rules of Civil Procedure governing such motions. Except as otherwise provided in the Rules, the arbitrator may award all remedies to which a party is entitled under applicable law and this Agreement. The decision or award by the arbitrator will be in writing and will contain findings of fact and conclusions of law.
- d. The FAA governs the interpretation and enforcement of this Section and any arbitration conducted between Licensee and Drake. If the FAA is found not to apply, then arbitration shall be governed by North Carolina law and enforced to the fullest extent permitted by North Carolina law. BY ENTERING INTO THIS AGREEMENT AND AGREEING TO ARBITRATION, LICENSEE AGREES THAT LICENSEE AND DRAKE ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY.

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