

in5 End User License Agreement

Version 2.3 — Effective October 20, 2026

Licensor: TIKa Solutions LLC, an Arizona limited liability company (“TIKA”)

NOTICE TO USER: PLEASE READ THIS END USER LICENSE AGREEMENT (“AGREEMENT”) CAREFULLY. THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN TIKa SOLUTIONS LLC, AN ARIZONA LIMITED LIABILITY COMPANY (“TIKA”), AND YOU. BY PURCHASING A SUBSCRIPTION, CLICKING “ACCEPT,” OR COPYING, INSTALLING, ACTIVATING, OR USING ALL OR ANY PORTION OF THE SOFTWARE, YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT AND REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND YOURSELF AND ANY LEGAL ENTITY (FOR EXAMPLE, YOUR EMPLOYER) THAT OBTAINED THE SOFTWARE AND ON WHOSE BEHALF IT IS USED. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT INSTALL OR USE THE SOFTWARE.

THE SOFTWARE IS LICENSED, NOT SOLD. TIKa OWNS ALL INTELLECTUAL PROPERTY IN THE SOFTWARE AND PERMITS YOU TO USE IT ONLY IN ACCORDANCE WITH THIS AGREEMENT. YOU OWN THE OUTPUT YOU CREATE WITH THE SOFTWARE (SEE SECTION 4). IF YOU HAVE A SEPARATE SIGNED AGREEMENT WITH TIKa (FOR EXAMPLE, AN ENTERPRISE, VOLUME, OR INDESIGN SERVER LICENSE AGREEMENT), THAT AGREEMENT CONTROLS TO THE EXTENT IT CONFLICTS WITH THIS AGREEMENT. TERMS IN YOUR PURCHASE ORDER, RESELLER DOCUMENTS, OR VENDOR-REGISTRATION PORTALS DO NOT MODIFY THIS AGREEMENT.

THIS AGREEMENT REPLACES (A) THE in5 END USER LICENSE AGREEMENT VERSIONS 2.2 AND 2.1 DATED OCTOBER 16, 2026 AND VERSION 2.0 DATED SEPTEMBER 22, 2026, WHICH IT RESTATES WITH ONE CHANGE: SECTION 7.2 NOW STATES THE SCOPE OF STANDARD SUPPORT (LIMITED TECHNICAL SUPPORT BY EMAIL AND KNOWLEDGE BASE, WITH NO GUARANTEED RESPONSE OR RESOLUTION TIME UNLESS SEPARATELY AGREED IN WRITING); EVERY OTHER RIGHT AND PROTECTION GRANTED TO YOU UNDER THOSE VERSIONS IS UNCHANGED; AND (B) THE END USER LICENSE AGREEMENT DATED OCTOBER 2010 ISSUED UNDER THE FORMER TRADE NAME “AJAR PRODUCTIONS” (THE “2010 EULA”), THE RIGHTS UNDER WHICH TIKa HAS ACQUIRED. THIS AGREEMENT APPLIES UPON YOUR ACCEPTANCE OR THE START OF YOUR NEXT SUBSCRIPTION TERM AFTER THE EFFECTIVE DATE, WHICHEVER IS EARLIER. IF YOU HOLD A LICENSE TO A VERSION OF THE SOFTWARE PURCHASED UNDER THE 2010 EULA WITHOUT A SUBSCRIPTION, THAT LICENSE CONTINUES UNDER THE 2010 EULA FOR THAT VERSION; THIS AGREEMENT GOVERNS ANY SUBSCRIPTION AND ANY VERSION RELEASED AFTER THE EFFECTIVE DATE.

1. Definitions

“**Account**” means the online in5 account at in5.us (or any successor address TIKa designates) through which You manage Your Subscription, Administrators, and Authorized Users.

“**Activation Credentials**” means the serial number, email-and-passcode combination, or other credentials TIKa issues to activate the Software.

“Administrator” means an individual You designate in Your Account to manage Your Subscription, including creating, removing, and deactivating Authorized Users. If You have not designated an Administrator, the individual who purchased the Subscription is Your Administrator.

“Authorized User” means You (if You are an individual) or an individual employee, contractor, or agent of Yours whom You authorize to use the Software under Your Subscription, up to the number of users included in Your Plan. A contractor or agent may use the Software only on Your behalf.

“Computer” means a single physical or virtual electronic device with one or more central processing units that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

“Content Files” means sample files, templates, images, fonts, and other artistic works bundled with the Software by TIKa, other than content You obtain from a third party or under separate terms.

“Documentation” means the user guides, knowledge-base articles, and other explanatory materials that TIKa makes available for the Software, as updated from time to time. Only those portions of the Documentation that this Agreement expressly incorporates form part of this Agreement.

“Output” means the HTML, CSS, JavaScript, images, and other files that the Software generates from Your documents. Output may include Runtime Code so that it functions.

“Parent Software” means the third-party application in which the Software runs as a plug-in (currently Adobe® InDesign®). The Parent Software is not licensed under this Agreement.

“Personal Information” means information relating to an identified or identifiable natural person that TIKa receives from You or Your Authorized Users, or through the Software’s activation, verification, and support functions, in connection with this Agreement.

“Plan” means the subscription tier You purchase (for example, Starter, Pro, Gold, or Elite, or any other tier TIKa offers), which determines the number of Authorized Users and Administrators, the features available, and the fees.

“Reseller” means a third party authorized by TIKa to sell Subscriptions to You.

“Runtime Code” means the TIKa code, and any third-party components, that the Software embeds in Output so that the Output functions in a web browser.

“Software” means the in5 plug-in and any other computer programs, files, and information that TIKa provides to You under this Agreement, including Content Files, Documentation, and all updates, upgrades, and modified versions provided to You at any time, except to the extent provided under separate terms. Runtime Code embedded in Output is licensed under Section 4.2 rather than as Software.

“Subscription” means Your right to use the Software under a Plan for a Subscription Term in exchange for the applicable fees.

“Subscription Term” means the monthly or annual period ordered, beginning on the date TIKa provisions the Subscription in Your Account (the “Commencement Date”), and each renewal period.

“**You**” and “**Your**” mean you individually if you acquire the Software for yourself, or the company or other legal entity for which you acquire the Software (but not its affiliates, subsidiaries, or other related legal entities unless they are named in Your order or otherwise approved in writing by TIKa).

2. License Grant and Permitted Use

2.1 License. Subject to Your compliance with this Agreement and payment of the applicable fees, TIKa grants You a non-exclusive, non-transferable, non-sublicensable license, during the Subscription Term, to install, activate, and use the Software, in the form in which TIKa delivers it, for Your business purposes, including producing Output for Your own clients, in a manner consistent with its design and the Documentation and subject to Section 6.

2.2 Authorized Users and Installations. The Software may be used only by Authorized Users, up to the number included in Your Plan. Each Authorized User may install and activate the Software on Computers used by that individual, including virtual desktops and shared workstations, provided the Software is used on each Computer only under that Authorized User's Activation Credentials, within any version of the Parent Software that the Software supports. TIKa may limit the number of simultaneous activations per Authorized User to a reasonable number, which the Software or Your Account will display. Your Administrator may reassign a user slot to a different individual by deactivating the prior user in Your Account. Reassignment is intended for changes in personnel; a slot may not be rotated among individuals to share a single Subscription, and TIKa may treat reassignment of the same slot more than twice in any 30-day period as use exceeding Your Plan under Section 12. Activation Credentials are personal to each Authorized User and may not be shared.

2.3 Demo Mode. TIKa may make the Software available without activation in a demo or trial mode with limited functionality. You may use demo mode to evaluate the Software. You may not use demo mode to circumvent the need for a Subscription. Output created in demo mode may be watermarked or otherwise limited.

2.4 Backup Copy. You may make one backup copy of the Software installer for archival purposes only.

2.5 Documentation. You may make copies of the Documentation for Your internal use in connection with the Software, provided each copy retains the copyright and proprietary notices in the original.

2.6 Content Files. You may use and modify Content Files in Output You create with the Software. You may not distribute Content Files on a stand-alone basis or as part of a product that competes with the Software.

2.7 Reservation of Rights. All rights not expressly granted in this Agreement are reserved by TIKa.

3. Subscriptions, Fees, and Renewal

3.1 Fees and Taxes. You agree to pay the fees for Your Plan as stated at the time of purchase, or as stated by Your Reseller if You purchase through a Reseller. Fees are stated in U.S. dollars unless otherwise indicated and are exclusive of any taxes, duties, or levies, which You are responsible for paying except taxes on TIKa's income. If You are required by law to withhold taxes from a payment to TIKa, You will increase the payment so that TIKa receives the full amount invoiced.

3.2 Automatic Renewal. To avoid interruption of service, Subscriptions purchased directly from TIKa renew automatically at the end of each Subscription Term for a period equal to the expiring term, at the then-current fees for Your Plan (or, if Your Plan is no longer offered, the most comparable Plan then offered), unless You turn off automatic renewal in Your Account before the renewal date or notify TIKa in writing before the renewal date. You may turn off automatic renewal at any time; Your Subscription then remains active until the end of the paid Subscription Term. For annual Subscriptions, TIKa will email Your Administrator a renewal reminder between 15 and 45 days before the renewal date. If You purchased through a Reseller, renewal and payment are handled under Your agreement with the Reseller, and Your Subscription renews when the Reseller places a renewal order.

3.3 Non-Refundable. Except as stated in Section 7.4 or Section 9, where required by applicable law, or as expressly agreed by TIKa in writing, all fees are non-refundable and no refunds or credits are provided for partial Subscription Terms, unused user slots, or downgrades.

3.4 Price Changes. TIKa may change fees for a Plan by giving notice to Your Administrator at least 30 days before the change takes effect. A fee change applies at Your next renewal, not during a Subscription Term You have already paid for.

3.5 Upgrades and Downgrades. You may upgrade Your Plan at any time. Upgrades are charged pro rata for the remainder of the current Subscription Term at then-current prices, as shown to You in Your Account before You confirm the upgrade. Downgrades take effect at the next renewal.

3.6 Purchases Through a Reseller. If You purchase through a Reseller, the Reseller sets the price You pay and its own payment terms, and Your payment obligations are to the Reseller. This Agreement nonetheless governs Your use of the Software. A Reseller has no authority to modify this Agreement or make commitments on behalf of TIKa.

3.7 Non-Payment. If fees for Your Subscription are not paid to TIKa when due (by You or, for Reseller purchases, by the Reseller), TIKa may suspend activation of the Software until payment is received. Suspension does not affect Your rights in Output under Section 4.

4. Your Output

4.1 You Own Your Output. As between You and TIKa, You own all right, title, and interest in the Output You create with the Software and in the documents and content You bring to the Software, excluding the Runtime Code embedded in Output, which remains the property of TIKa or its licensors and is licensed to You under Section 4.2. TIKa claims no ownership of Your Output.

4.2 Perpetual Right to Use Output. You may use, host, copy, modify, distribute, and display Your Output for any purpose, without limit in time, whether or not Your Subscription remains active. TIKa grants You a perpetual, irrevocable, worldwide, royalty-free license, to the extent of TIKa's rights, to use, copy, and distribute the Runtime Code solely as part of Your Output. Third-party components included in Runtime Code are provided under their own license terms, which accompany those components, and this Agreement does not limit or expand those terms. You may not extract Runtime Code from Output to build a product that competes with the Software, and You may not remove copyright notices inside the Runtime Code itself. You may remove or retain any visible in5 or TIKa attribution (including any attribution in the former "Ajar Productions" name) that the Software places in Output.

4.3 Your Content. You are responsible for the documents, content, and third-party materials (including fonts, images, and embedded media) You use with the Software and for having the rights necessary to use them in Your Output. You will defend and indemnify TIKKA against third-party claims arising from Your content or Your use or distribution of Output.

5. Intellectual Property Ownership and Feedback

5.1 Ownership. The Software and all authorized copies are the intellectual property of, and are owned exclusively by, TIKKA and its licensors. The structure, organization, and source code of the Software are valuable trade secrets and confidential information of TIKKA. The Software is protected by copyright and other laws of the United States and other countries and by international treaty provisions. Except as expressly stated in this Agreement, this Agreement does not grant You any intellectual property rights in the Software.

5.2 Feedback. If You or Your Authorized Users provide TIKKA with feedback, suggestions, bug reports, or ideas relating to the Software (“Feedback”), regardless of the channel through which it is submitted (including TIKKA websites, forums, and support tools), You grant TIKKA a perpetual, irrevocable, worldwide, royalty-free license to use and incorporate the Feedback to operate, support, and improve its products and services. Feedback is not confidential information of Yours. TIKKA will not publicly attribute Feedback to You by name, and will not use Your name or logo in marketing or identify You as a customer, without Your prior written consent. Feedback relating to the Software is governed by this Section 5.2 and not by the user-materials provisions of the Terms of Use of any TIKKA website (including in5.us and ajarproductions.com).

5.3 Trademarks. All trademarks and service marks relating to the Software, including “in5” and “Ajar Productions” (“Marks”), are the sole property of TIKKA. This Agreement does not grant You any right to use, copy, modify, or publicly display the Marks without written permission from TIKKA, except as part of attribution the Software places in Output under Section 4.2.

5.4 Third-Party Components. The Software and Runtime Code may include open-source or other third-party components. Those components are licensed under their own terms, which accompany those components, and nothing in this Agreement restricts rights You have under those terms.

6. Restrictions

Except as expressly permitted by this Agreement or by applicable law that cannot be excluded by agreement, You will not, and will not permit any third party to:

6.1 remove or modify any copyright, trademark, or other proprietary notice in the Software;

6.2 modify, port, adapt, translate, or create derivative works of the Software (this does not restrict Your use and modification of Content Files under Section 2.6 or of Output under Section 4);

6.3 reverse engineer, decompile, disassemble, de-obfuscate, de-minify, or otherwise attempt to derive human-readable source code from any compiled or obfuscated component of the Software;

6.4 rent, lease, lend, sell, sublicense, assign, distribute, publish, or otherwise transfer the Software or Your Activation Credentials to any third party, host or otherwise make the Software available to any third

party, or allow any individual who is not an Authorized User to use the Software;

6.5 make the Software's functionality itself available to third parties, for example as an automated conversion service, an API, or a hosted instance (producing Output for Your own clients using Authorized Users is permitted);

6.6 circumvent, disable, or interfere with activation, license verification, or any other technical protection in the Software; or

6.7 use the Software in violation of applicable law, or transfer education, not-for-resale, or otherwise restricted Subscriptions to anyone not eligible for them.

You will promptly notify TIKa in writing if You become aware of any unauthorized use or distribution of the Software.

7. Updates, Support, and Discontinuation

7.1 Updates. During Your Subscription Term You are entitled to all updates and upgrades of the Software that TIKa makes generally available to subscribers on Your Plan. Updates are part of the Software and are governed by this Agreement unless they are provided with separate terms. TIKa may require You to install an update to continue using the Software or to maintain compatibility with the Parent Software.

7.2 Support. During an active Subscription Term, TIKa will provide limited technical support in English via email and its knowledge base for the current and immediately preceding version of the Software. Support does not include custom development, troubleshooting of Output after You modify it, or issues in the Parent Software. Support requests will be addressed at our earliest convenience. Unless expressly provided in a separate agreement signed by TIKa, standard support does not include on-call, emergency, or 24/7 service, and no response or resolution time is guaranteed. Nothing in this Section 7.2 shortens or overrides the notification commitments in Section 11.7 or any separately signed agreement.

7.3 Parent Software. The Software depends on the Parent Software, which is licensed separately by its publisher. TIKa is not responsible for changes to the Parent Software and does not guarantee compatibility with any particular version, although it will use commercially reasonable efforts to support current versions.

7.4 Discontinuation. TIKa may discontinue the Software or its activation services on at least 90 days' notice. If discontinuation takes effect during a paid Subscription Term, TIKa will refund the unused pro-rata portion of prepaid fees as Your sole remedy, and Section 4 continues to apply to Your Output.

8. No Warranty

THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, TIKa DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR-FREE, UNINTERRUPTED, COMPLETE, OR CORRECT, THAT IT WILL BE COMPATIBLE WITH ANY PARTICULAR VERSION OF THE PARENT SOFTWARE, OR THAT OUTPUT WILL RENDER IDENTICALLY IN EVERY BROWSER OR DEVICE.

WHERE TIKa MAKES A DEMO MODE AVAILABLE, YOU ARE ENCOURAGED TO EVALUATE THE SOFTWARE BEFORE PURCHASE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

9. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TIKa WILL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES; ANY LOST PROFITS, REVENUE, OR SAVINGS; OR ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, LOSS OF DATA, OR CLAIMS BY A THIRD PARTY, EVEN IF TIKa HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, TIKa'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE AMOUNT TIKa RECEIVED FOR YOUR SUBSCRIPTION (DIRECTLY OR FROM YOUR RESELLER) IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THESE LIMITATIONS APPLY EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. TO THE EXTENT THESE LIMITATIONS OR THE DISCLAIMERS IN SECTION 8 ARE NOT PERMITTED BY APPLICABLE LAW, TIKa'S LIABILITY, AND YOUR SOLE REMEDY, IS LIMITED TO THE PROMPT (A) RE-SUPPLY OF ANY DEFECTIVE SOFTWARE OR (B) REFUND OF THE FEES TIKa RECEIVED FOR THE DEFECTIVE SOFTWARE FOR THE CURRENT SUBSCRIPTION TERM.

10. Internet Connectivity, Activation, and Data

10.1 Activation and License Verification. The Software connects to TIKa servers to activate and to verify periodically that it is being used in accordance with this Agreement. Software that cannot be verified may operate with limited functionality or not at all. Activation and verification transmit Your Activation Credentials, the Internet Protocol address of Your connection, and technical information about Your Computer and installation (for example, operating system, Parent Software version, and Software version).

10.2 Updates and Online Services. The Software may connect to the Internet to check for updates, to download updates, and to provide features that depend on TIKa online services. TIKa may modify or discontinue online features on reasonable notice.

10.3 Third-Party Services. The Software may allow You to embed or link to content or services provided by third parties (for example, video hosting, fonts, or analytics). Your use of those services is governed by the third party's terms and privacy practices, and TIKa is not responsible for them.

10.4 Privacy Policy. The TIKa Privacy Policy (<https://in5.us/legal/privacy/>) describes how TIKa collects and uses information through its websites and the Software. If the Privacy Policy conflicts with Section 11 of this Agreement, Section 11 controls with respect to Personal Information covered by this Agreement.

11. Personal Information

Notwithstanding anything to the contrary in the TIKa Privacy Policy, TIKa will:

11.1 use and process Personal Information in accordance with applicable laws governing the processing of such information;

11.2 use and process Personal Information only as necessary to provide, secure, support, bill for, and improve the Software and services under this Agreement, and not for marketing or other purposes. Service communications (renewal and billing notices, security notices, release notes, and information about Plan features) are part of providing the services. A person's own subscription to a TIKKA newsletter on a TIKKA website is a separate consent governed by the Privacy Policy and may be withdrawn at any time;

11.3 limit access to Personal Information to those TIKKA personnel and service providers (for example, payment processors, hosting providers, and support tooling) who need such access to perform the services, and require those service providers, by written terms, to protect Personal Information in a manner consistent with applicable law and providing substantially similar protection;

11.4 not sell Personal Information, and not disclose or otherwise make Personal Information available to any other party except (a) as described in Section 11.3, (b) to Your Reseller as necessary to provision, renew, or support Your Subscription, (c) as required by applicable law or legal process, (d) as necessary to establish, exercise, or defend legal claims, or (e) to a successor in interest in connection with a merger, acquisition, reorganization, or sale of all or substantially all of the assets of the business, provided the successor is bound by obligations no less protective than this Section 11;

11.5 upon Your written request, use reasonable efforts to assist You in complying with privacy laws, including correcting or deleting Personal Information that TIKKA holds on Your behalf, and delete or return Personal Information within 90 days after You request it following the end of Your Subscription, except Personal Information retained as required by law, for invoicing and tax records, or in activation and license-compliance logs for a reasonable period;

11.6 take reasonable technical and organizational measures to secure Personal Information against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access;

11.7 notify You without undue delay, and in any event within 72 hours after TIKKA determines that a breach of security has resulted in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Information (a "Security Incident"), and provide the information reasonably available to TIKKA about the Security Incident; and

11.8 where required by applicable data-protection law (for example, the GDPR or UK GDPR), enter into a data processing addendum with You on request, which will prevail over this Section 11 to the extent of any conflict.

TIKA stores only the information needed to run Your Account and Subscription: the names and email addresses of Your Administrators and Authorized Users, Your company and billing details, invoices and payment records held by its payment processor, activation and license-verification records, and support correspondence You send. TIKKA does not receive or store the content of Your InDesign documents or Output, and deletes files You submit for support 30 days after You upload them, unless a hold extends that period (for example while the request is still open, at Your request, or where retention is required by law), in which case they are deleted when the hold ends.

12. License Verification

12.1 Records Request. If You are a business, company, or organization, TIKa may, no more than once in any 12-month period and upon at least 30 days' written notice, ask You to confirm in writing the number of individuals using the Software under Your Subscription and the Plan under which they are licensed. You agree to respond in good faith within 30 days.

12.2 Scope. Verification under this Section is a records request only. It does not require a site visit, physical inspection, installation of any software, or access to Your networks, systems, or facilities. TIKa relies on activation records and Your written confirmation.

12.3 True-Up. If verification shows that use exceeds Your Plan, You will, within 30 days, purchase the additional user slots or upgraded Plan needed to bring Your use into compliance at TIKa's then-current prices, and pay the fees that would have applied to the excess use since it began, at the prices then in effect. This Section 12 does not limit TIKa's other rights and remedies under this Agreement or applicable law.

13. Export and Sanctions Compliance

You agree that the Software will not be exported, re-exported, transferred, or used in any country or by any person in violation of United States export control or sanctions laws, or other applicable export laws and regulations. You represent that You are not located in, or a national or resident of, any country subject to comprehensive U.S. sanctions and that You are not on any U.S. government restricted-party list.

14. Term and Termination

14.1 Term. This Agreement begins on the Commencement Date and continues for as long as You have an active Subscription, unless terminated earlier under this Section 14.

14.2 Termination by You. You may terminate this Agreement by turning off automatic renewal (or, for Reseller purchases, by not renewing through Your Reseller) and allowing Your Subscription Term to expire, and by uninstalling the Software.

14.3 Termination by TIKa. TIKa may terminate this Agreement (a) if You materially breach it and do not cure the breach within 30 days after written notice, or (b) immediately on written notice if You breach Section 5.3, Section 6, or Section 13. Either party may terminate on written notice if the other party ceases to do business without a successor that assumes this Agreement, or makes a general assignment for the benefit of creditors.

14.4 Effect of Termination. On expiration or termination, Your license to use the Software ends, activation is disabled, and You must uninstall the Software or allow it to revert to demo mode. Termination does not affect Your rights in Output under Section 4, and no refund is due except as stated in Section 3.3 or required by law.

14.5 Survival. Sections 3 (as to fees accrued), 4, 5, 6, 8, 9, 11, 12, 13, 14.4, 14.5, 15, and 17, and any other provision that by its nature should survive, survive expiration or termination of this Agreement.

15. Governing Law and Disputes

15.1 Governing Law. This Agreement is governed by the laws of the State of Arizona, USA, without regard to its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

15.2 Informal Resolution. Except for claims for injunctive or equitable relief under Section 15.4, before starting any legal proceeding a party will give the other written notice of the dispute, and the parties will attempt in good faith to resolve it within 30 days.

15.3 Venue. Subject to Section 15.4, the state and federal courts located in Maricopa County, Arizona, USA, have exclusive jurisdiction over any dispute arising out of or relating to this Agreement, and each party consents to personal jurisdiction and venue there.

15.4 Injunctive Relief. Either party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property or confidential information.

15.5 Jury Waiver; Individual Claims; Fees. TO THE EXTENT PERMITTED BY LAW, EACH PARTY WAIVES TRIAL BY JURY AND AGREES THAT DISPUTES WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION. The prevailing party in any proceeding arising out of this Agreement is entitled to recover its reasonable attorneys' fees and costs.

16. Changes to This Agreement

TIKA may change this Agreement at any time. The current version, with its version number and effective date, is always posted at <https://in5.us/legal/eulas/>. A change applies to You from the start of Your next Subscription Term after its effective date, or earlier if You accept it, and does not reduce the rights You have paid for during a Subscription Term already in progress. By purchasing, renewing, or continuing to use the Software after a change takes effect, You accept the change; if You do not agree, turn off automatic renewal and Your Subscription will end at the close of the current Subscription Term. You may not modify this Agreement except in a written document signed by TIKa.

17. General

17.1 Entire Agreement. This Agreement, together with Your order and only those portions of the Documentation that this Agreement expressly incorporates, and any separate signed agreement described in the Notice above, is the entire agreement between You and TIKa concerning the Software and supersedes all prior or contemporaneous understandings concerning its subject matter, including Versions 2.2, 2.1 and 2.0 and the 2010 EULA as provided in the Notice above.

17.2 Severability. If any provision of this Agreement is held void or unenforceable, that provision will be enforced to the fullest extent permitted and the remainder of this Agreement will remain in effect. This Agreement will be construed fairly and not against either party as drafter.

17.3 No Waiver. A party's delay or failure to enforce a right under this Agreement is not a waiver of that right or of any other right.

17.4 Assignment. You may not assign this Agreement or Your Subscription, whether by merger, change of control, operation of law, or otherwise, without TIKa's prior written consent, which will not be unreasonably withheld for an assignment to a successor to substantially all of Your business that agrees

in writing to be bound by this Agreement. TIKKA may assign this Agreement to an affiliate or to a successor in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets. Any purported assignment in violation of this Section is void.

17.5 Notices. TIKKA may give You notice by email to Your Administrator's address on file or by posting in Your Account. Email notice is deemed received when sent to the address on file unless TIKKA receives a delivery-failure message; notice posted in Your Account is deemed received when You next log in or 10 days after posting, whichever is earlier. You may give TIKKA notice by email to support@in5.us, with legal notices also sent by mail to TIKKA Solutions LLC, 20860 N Tatum Blvd, Suite 300, Phoenix, AZ 85050, USA; notices to TIKKA are effective on receipt.

17.6 Force Majeure. Neither party is liable for delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control.

17.7 Independent Contractors. The parties are independent contractors. This Agreement does not create a partnership, joint venture, agency, or employment relationship.

17.8 U.S. Government End Users. The Software is "commercial computer software" and "commercial computer software documentation" as those terms are used in 48 C.F.R. 12.212 and 48 C.F.R. 227.7202. Government end users acquire the Software with only those rights set forth in this Agreement.

17.9 Headings and Language. Headings are for convenience only. This Agreement is written in English; any translation is provided for convenience and the English version controls.

17.10 Former Trade Name. The Software was previously offered under the trade name "Ajar Productions." References to Ajar Productions in earlier versions of this Agreement, in the Software, in receipts, invoices, Documentation, or websites refer to TIKKA Solutions LLC, and nothing in this Agreement is affected by the use of either name.

in5 is a product of TIKKA Solutions LLC, an Arizona limited liability company. Adobe and InDesign are registered trademarks of Adobe Inc. Questions about this Agreement: support@in5.us. Version 2.3, effective October 20, 2026.