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IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS CONTAINED HEREIN, YOU AND LICENSOR HEREBY AGREE AS FOLLOWS:

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### 3. Maintenance and Support

Licensor will provide annual maintenance and support services (“Support”) to Licensee in accordance with Licensor’s then

current maintenance and support policy, the current version of which is attached as Appendix 1.

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#### **5. Term**

- a. Unless earlier terminated by Licensor in accordance with the terms of this License Agreement, this License Agreement shall be effective for the license term set forth in the Order Form. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Sqrrl shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
- b. Upon termination, Licensee shall cease all use of the Software and Documentation. All provisions of Sections 4, 5b, 7b, 8, 9, 10 and 11, and any outstanding payment obligations of Licensee, shall survive termination of this License Agreement.

#### **6. Fees and Payment Terms**

License and Support fees are specified on the Order Form. Unless otherwise set forth on the Order Form, all fees will be invoiced upon the Effective Date of the Order Form. Payment terms are net thirty (30) days from the date of invoice. Licensor shall state separately on invoices taxes excluded from the fees, and the Licensee agrees either to pay the amount of the taxes (based on the fees for software and services set forth on the invoice) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

#### **7. Limited Warranty and Disclaimer**

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- c. The foregoing limitation of liability shall not apply (1) to personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

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**10. Audit Rights; Remote Diagnostics**

In the event the use of the Software exceeds that licensed by Licensee, as set forth in the Order Form, Licensee agrees to

immediately notify Licensor in writing and Licensor shall invoice Licensee for the appropriate GSA Schedule Contract or Purchase Order fee associated with such additional usage. Licensor may, upon thirty (30) days advance notice and at its expense, conduct an annual audit, during Licensee's normal business hours, of Licensee's use of the Software to verify compliance with this Agreement, subject to applicable Government security requirements.

Licensee agrees that the Software may transmit to Licensor technical and related information about Licensee's use of the Software which may include, without limitation, system performance, capacity usage, hardware faults, internet protocol address, hardware identification, operating system, application software, peripheral hardware, and other non-personally identifiable Software usage statistics to trouble shoot the Software, facilitate the provisioning of updates, support, invoicing or online services, and to enhance, improve, and develop current and future Licensor products and services. Such transmission may be on a daily or other periodic basis, or upon a failure or crash of the Software. Licensee also agrees that Licensor may transfer such information to other companies in the Licensee group of companies from time to time.

## **11. Miscellaneous**

- a. If any term or condition of this License Agreement is deemed to be illegal or unenforceable under any rule of law, all other terms shall remain in force. Further, such provision will be reformed only to the extent necessary to make it enforceable and the term or condition which is held to be illegal or unenforceable shall remain in effect as far as possible in accordance with the intention of the parties.
- b. Nothing in this License Agreement shall be construed to place the parties hereto in an agency, employment, franchise, joint venture, or partnership relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained shall give rise or is intended to give rise to any rights of any kind to any third parties. Neither party will represent to the contrary, either expressly, implicitly or otherwise.
- c. All disputes, claims or controversies arising out of this License Agreement, or the negotiation, validity or performance of this License Agreement, or the transactions contemplated hereby shall be governed by the Federal laws of the United States, without regard to its rules of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded and shall not apply.
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- g. This License Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist and Purchase Order(s), constitutes the entire agreement between the parties regarding the subject matter hereof, and it supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments or quotations. This License Agreement may not be modified or waived, in whole or part, except in writing and signed by an officer or duly authorized representative of both parties. Failure or delay by either party to enforce any provision of this License Agreement will not be deemed a waiver of future enforcement of that or any other provision.
- h. Any notice of communication from one party to the other will be in writing and either personally delivered or emailed with confirmation of receipt or sent via certified mail, postage prepaid and return receipt requested, addressed to Licensor at the address identified in the introductory paragraph of this Agreement and to Licensee at the address on the Order Form, or such other address as either party may from time to

time designate in writing to the other party.

Appendix 1

SQRRL SUPPORT POLICY

This Attachment relates to and is incorporated into the Sqrrl Software End User License Agreement (the “Agreement”) between Sqrrl and the Licensee. Capitalized terms not specifically defined below have the same meaning as in the Agreement.

**1. Definitions**

Section 1, Definitions, of the Agreement is modified to include the following:

- “Bug(s)” means a reproducible malfunction of the Software reported to Sqrrl by Licensee that prevents the Software from performing in accordance with the operating specifications described in the then current documentation. The Priority level of any service request is as designated by Licensee.
- “Escalation Procedures” means those procedures as set forth in Section 2.5 below followed by Sqrrl and levels of resources allocated by Sqrrl to address Licensee’s Bug reports.
- “Maintenance Releases” means a change in the version number of the Software indicated by a change in the third digit of a version number, i.e. from 5.0.1 to 5.0.2. Maintenance Releases are provided as needed in response to Licensee inquiry.
- “Minor Functional Release” means a change in the version number of the Software indicated by a change in the second digit, i.e. from 4.0.0 to 4.1.0.
- “Major Functional Release” means a change in the version number of the Software indicated by a change in the first digit of a version number, i.e. from 4.0.0 to 5.0.0.
- “Updates” mean collectively Maintenance Releases, Minor Functional and Major Functional Releases.

Priority Levels

Each trouble ticket will be assigned a severity level. The levels of priority for support incidents are defined below:

<b>Severity Levels</b>	<b>Description</b>
<b>Severity 1 (Critical)</b>	Critical impact to the overall business system in a production environment. All or most of the production systems are down. All message traffic for production services is failing. This is an emergency situation without any workaround and requires an immediate solution.
<b>Severity 2 (High)</b>	Significant impact to the overall business system in a production environment. Sqrrl software is usable but the functionality is severely effected. The system is unstable. There is limited functionality, but some workaround is available. The issue is effecting a release on path-to-live for customer’s business system.
<b>Severity 3 (Medium)</b>	Some business impact. Issues reported in a development environment. Sqrrl software is usable with limited functionality. All critical operations are working. A workaround is available for the impaired functionality.

<b>Severity 4 (Low)</b>	Minimal business impact. There are workarounds available. There is a minor problem or error(s) in Sqrrl documentation, or there is a desired change in the Software that can be easily circumvented or avoided. This includes both feature enhancement requests and documentation requests.
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## 2. Technical Support Services

Sqrrl will provide the following: technical support services:

<b>Service</b>	<b>Platinum Support Subscription</b>	<b>Standard Support Subscription</b>
<b>Support</b>	24 hours / 7 days / 365 days Off-hour support for Severity 1 (Critical) & Severity 2 (High) issues	9 am – 6 pm EST Monday - Friday
<b>Number of Support Incidents</b>	Unlimited	Unlimited
<b>Number of Support Contacts</b>	Unlimited	Unlimited
<b>Subscription Term</b>	12 months	12 months
<b>Phone Support</b>	Yes	Yes
<b>Email Support</b>	Yes	Yes
<b>Remote Troubleshooting via web tools</b>	Yes	Yes
<b>Severity 1&amp;2 Initial Response Time SLA</b>	1 hour	4 hours (9am-6pm EST) M-F
<b>Severity 3&amp;4 Initial Response Time SLA</b>	4 hours (9am-6pm) M-F	4 hours (9am-6pm EST) M-F
<b>Support Coverage</b>	All environments – Proof-of-concept, Development, Staging and Production	Proof-of-concept, Development, Staging and other Test environments
<b>Upgrades and Patches</b>	Yes	Yes
<b>Emergency Bug Fix</b>	Yes	No

- 2.1 Software Updates. Sqrrl will notify Licensee of the availability of Updates via email or other mutually agreeable methods. Sqrrl will make available to Licensee each Minor Functional Release and Major Functional Release of the Software. Maintenance Releases are made available upon Licensee request. These releases are made commercially available without additional charge to its customers and are intended to replace a prior Software release. Sqrrl may, at its discretion, make interim fixes, patches, or other temporary fixes available to Licensee. Any Updates provided to Licensee will be deemed “Software” under the Agreement. Sqrrl will not provide new products with separate part numbers that are sold separately to existing customers via the product support agreement.
- 2.2 Bug Fixes. Sqrrl will exercise commercially reasonable efforts to correct any Bugs, including but not limited to Escalation Procedures as defined herein. Any Bug Fixes provided to Licensee will be deemed “Software” under the Agreement.
- 2.3 Service Level Objectives. After Licensee has identified an alleged Bug and the associated Priority Level, Sqrrl will:
- (i) Exercise its commercially reasonable efforts in responding to Licensee’s request for technical support and assign technical support resources in accordance with the response times shown in the tables below;
  - (ii) Maintain telephone contact providing progress reports in accordance with the response times show in the table below; thereafter, Sqrrl will maintain contact with Licensee as appropriate pursuant to the mutually agreed upon requirements.

Case Priority	Update Status
1	Once per business day or as requested by Licensee
2	Once per business day
3	Weekly
4	Upon resolution

2.4 Escalation Procedures

The following table depicts the individual within the Sqrrl organization that is responsible for addressing tickets once they are logged into the system.

Time Since Ticket Initially Logged	Low/Medium Tickets	High Tickets	Critical Tickets
1 Hour	N/A	Technical Account Manager (Platinum only)	Technical Account Manager (Platinum only)
4 Hours	Technical Account Manager	Support Manager	Director, Support Services



8 Hours	Support Manager	Director, Support Services	Director, Engineering
12 Hours	Director, Support Services	Director, Engineering	CEO

Sqrrl will utilize the following process to resolve Bugs:

- Step 1:** Licensee identifies the Priority Level for its technical support request and contacts Sqrrl via email or phone;
- Step 2:** Sqrrl logs the Technical Support Request into its ticket tracking system;
- Step 3:** Sqrrl logs the Bugs into its product quality tracking system;
- Step 4:** Sqrrl begins resolution efforts on the Bug based on the Case Priority. Resolution efforts will consist of appropriate personnel in Sqrrl’s Quality Assurance (“QA”) and Product Development (“PD”) departments conducting commercially reasonable efforts to:
  - Evaluate workaround options;
  - Understand complexity of a Bug fix;
  - Determine and allocate necessary resources; and
  - Confirm plan of action.

**3. Additional Support Terms Applicable to Maintenance and Support**

Sqrrl will be under no obligation to provide technical support due to any alterations or modifications to the Software not made by Sqrrl or for Software for which Licensee cannot provide a sufficient proof of a valid license. Unless otherwise agreed by Sqrrl, Sqrrl only provides Support for the version of the Software that is provided under this Agreement.