MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement ("Agreement") is made effective as of the date set forth in the Order, by and between ASPIRE HR, LLC ("AHR"), a Delaware corporation, having its principal place of business at 5151 Belt Line Rd, Suite 1125, Dallas, Texas 75254, and the Ordering Activity under GSA Schedule contracts identified in the Order ("Licensee").

The parties acknowledge and agree each of the following Exhibits, all of which are incorporated herein, are included as part of this Agreement:

        Exhibit A-   Software, Fees and Payment

        Exhibit B-   Specification of Software

        Exhibit C-   Maintenance and Support

        Exhibit E-   SAP Cloud Service Terms and Conditions for End Users of AspireHR Cloud Benefits

WHEREAS, AHR desires to grant to Licensee, and Licensee desires to accept from AHR, a license to Use (as defined herein) AHR's proprietary Software and Implementation Services (as defined herein) upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, AHR and Licensee agree as follows:

1.   **GRANT OF LICENSE OF SOFTWARE**. AHR grants and Licensee accepts a worldwide, non-exclusive, and non-transferable (except as otherwise set forth in this Agreement) right to use the Software identified on the attached Exhibit B, subject to the rights and restrictions set forth in this Agreement. The Licensee must seek additional licenses, and pay additional fees hereunder for use of the Software beyond the grant of license and its rights and restrictions set forth in this Agreement and Exhibit B. Licensee acknowledges that AHR retains any rights under applicable copyright laws or international treaty provisions. Licensee may not modify or adapt the Software in whole or in part (including, but not limited to, translating or creating derivative works) or reverse engineer, decompile or disassemble the Software. Licensee may not use the Software for timesharing, ASP, rental or service bureau purposes. Licensee shall not remove any copyright notices or other proprietary notices from the Software or documentation for the Software.

2.   **LICENSE AND MAINTENANCE FEE.** In consideration for the license and rights herein granted by AHR to Licensee and the other undertakings of AHR contained herein, Licensee shall, upon delivery of the Software, pay to AHR the fee(s) in the amount (s) set forth in Exhibit A.

Amounts invoiced by AHR hereunder (including, without limitation, pursuant to Section 6 below) are due within ten (10) days of receipt. Invoices not paid within thirty (30) days after they are due shall incur interest at the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. The interest shall be calculated from the date payment is originally due hereunder until the date payment is made in full.

3.   **TAXES.** AHR or its Authorized Reseller as applicable shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

4.   **COPYRIGHT AND OWNERSHIP.** The Software is owned by AHR, its agents, employees, affiliated firms, successors or subsidiaries and is protected by copyright laws and international treaty provisions. Licensee acquires only the non-exclusive right to use the Software as permitted herein and does not acquire any rights of ownership or other rights in the Software.

This Agreement accompanies all Software and related explanatory materials and documents that may be provided to Licensee under this Agreement. The term "Software" shall include all Software products and specifications which are contemplated by this Agreement. The term shall also include any modified versions or updates of the Software provided to Licensee by AHR, or undertaken or modified by Licensee or its agents, representatives, affiliates, employees or subcontractors on AHR's behalf and written request. Provided, however, some features of the Software may not be enabled if they do not fall under the feature set(s) covered by the specific license fee paid.

AHR_____   Licensee _____

5. **TRANSFER OF SOFTWARE.** The Software may not be transferred, sold, assigned, sublicensed or otherwise conveyed (whether by operation of law or otherwise) by Licensee to another party without AHR's prior written consent.

6. **COPY RESTRICTIONS AND OTHER RESTRICTIONS.** Licensee may not copy the Software, except that Licensee may make one copy of the Software for back-up and archival purposes and Licensee may make one copy of the documentation for the Software for Licensee's own internal use. Licensee may not modify or adapt the Software in whole or in part (including, but not limited to, translating or creating derivative works) or reverse engineer, decompile or disassemble the Software (except to the extent applicable laws specifically prohibit such restriction and except as specifically permitted in the documentation for the Software). Licensee may not use the Software for timesharing, ASP, rental or service bureau purposes. Additionally, Licensee will not publish or make available to any third party any analysis of the results of operation of the Software, including but not limited to performance benchmarking results. Licensee shall not remove any copyright notices or other proprietary notices from the Software or documentation for the Software and Licensee must reproduce such notices on all copies or extracts of the Software and documentation for the Software. Licensee may not sublicense, resell, transfer, copy, distribute or otherwise present the Software (or any elements thereof) to any third parties, except as otherwise permitted in this Agreement. The Licensee shall not (or cause the Software to be) export(ed), re-export(ed) or ship(pped), directly or indirectly, the Software to any country for which requires an export license or other governmental approval without first obtaining such license or approval.

7. **CONFIDENTIALITY.** The parties agree that, except as permitted under this Agreement, they will not, without the prior written consent of the other party, use any Confidential Information for its own benefit, or publish, disclose, communicate, reveal or divulge any such Confidential Information to, or use any such Confidential Information for the direct or indirect benefit of, any person, corporation or other entity, and will use the same degree of care to avoid publication or dissemination of any such Confidential Information as each employs with respect to its own information which it does not desire to have published or disseminated. As used herein, the term "Confidential Information" means all information that is disclosed to either party hereunder, including but not limited to information that is designated in any manner as confidential, and any information that includes any technical specifications or software code, including, without limitation, trade secrets or know-how, proprietary software processes or techniques, information that either party should reasonably know is confidential, including, without limitation, information about the operation of AHR's Services, AHR's customer lists, and Software, Licensee data or other information about AHR and Licensee business procedures (whether in tangible or intangible form, in written or in machine readable form, or disclosed orally or visually). Confidential Information shall not include any information that: (i) is or becomes generally known to the public without the receiving party's breach of any obligation to the disclosing party; (ii) was independently developed by the receiving party without the receiving party's breach of any obligation to the disclosing party; or (iii) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation to the disclosing party. Licensee agrees that it shall not disclose the terms and conditions of this Agreement and the pricing contained therein to any third-party without the expressed written consent of AHR. AHR recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

8. **TERMINATION.** The Term of this Agreement shall commence on the Effective Date listed above, and continue for a one (1) year term __"Initial Term"). Following expiration of the Initial Term, this Agreement may be renewed for successive one (1) year periods ("Renewal Term") by executing a written order for the Renewal Term**.**

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 brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, AHR 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.

In the event of a conflict between the Initial Term as set forth in Exhibit A and this Paragraph 8, the term set forth in Exhibit A and B will govern.

9. **MAINTENANCE AND ADDITIONAL SERVICES.**

9.1 **Maintenance:** In consideration for Licensee paying to AHR, in advance, the annual maintenance fees or annual license fees as defined in Exhibit A, AHR shall provide maintenance for the Software. AHR shall commence such maintenance services upon receipt of the maintenance fee or annual license fees.

9.2 **Maintenance Provisions**: All maintenance and support will be provided in accordance with AHR's Software Service Levels as defined in Exhibit C. Licensee is requested to acquire and install any and all standard updates provided and required by SAP. Failure to apply these updates could adversely affect the functioning of the Software, the maintenance of such Software, and any warranties provided herein on the Software and Implementation Services.

10. **LIMITED WARRANTY**. For a period of six (6) months from the date of this Agreement, AHR warrants that the Software shall be substantially free from material program errors, and that it shall function substantially in accordance with the express written product specifications for the Software. Additionally, AHR does not warrant the accuracy of any data extracted from Licensee's system. With respect to the Implementation Services provided hereunder, AHR warrants that such Services shall conform in all material respects to the specifications relating to such services. AHR's warranty is subject to Licensee providing AHR necessary access, including remote access, to the Software. Licensee shall provide AHR with sufficient test time and support, including a reproducible test case, on Licensee's Designated Unit(s) to

AHR_____   Licensee _____

correct any defects of which Licensee has notified AHR in writing within the warranty period in sufficient detail such that AHR can confirm in fact such defect or non-conformity exists. Except for the foregoing, the Software is provided AS IS. Licensee's sole and exclusive remedy and the entire liability of AHR under this limited warranty will be, at AHR's option, repair or replacement of the Software, or refund of the prorate License Fees.

THE LIMITED WARRANTY EXPRESSED IN THIS AGREEMENT IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. NO OTHER WARRANTY REGARDING THE SOFTWARE OR SERVICES PROVIDED PURSUANT HERETO IS MADE HEREUNDER BY AHR AND ALL OTHER CONDITIONS, WARRANTIES, AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, ARE EXCLUDED, INCLUDING, BUT NOT LIMITED TO, CONDITIONS OR WARRANTIES RELATING TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATIONS CONTAINED IN ANY MANUAL, TEST PROGRAM, PRODUCT OR PRODUCT DESCRIPTIONS ARE HEREBY EXCLUDED.

11.   **LIMITATION ON LIABILITY.** Neither AHR, its subsidiaries, employees, agents, independent contractors, affiliated firms, shall under any circumstances be liable for any loss or damage hereunder, including, without limitation, any inaccuracy of data, loss of profits or indirect, special, incidental or consequential damages. The foregoing limitation of liability shall not apply to (1) 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.

12.   **LIABILITY AND INDEMNIFICATION.** The following states the entire liability of AHR with respect to infringement of copyrights, trade secrets, patents and other intellectual property rights by the Software. AHR shall have no liability with respect to any alleged or proven infringement other than the following:

   a)   **Intellectual Property Indemnification**. AHR shall have the right to intervene to defend, at its expense, any action brought against Licensee to the extent that it is based on a claim that the use of the Software when used within the scope of, and in full compliance with, this Agreement infringes any patent, trade secret or copyright of any third party. AHR shall indemnify Licensee from any costs, damages and fees finally awarded against Licensee which are attributable to such claim, provided that Licensee notifies AHR promptly in writing of the claim. Licensee shall permit AHR, at its sole discretion, to defend, compromise or settle the claim and shall provide all available information, assistance and authority to enable AHR to do so, provided AHR reimburses Licensee its reasonable, out-of-pocket expenses for such activity. Licensee shall have no authority to settle any claim on behalf of AHR. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

   b)   **Intellectual Property Infringement Remedy**. Should the Software become or, in the opinion of AHR, be likely to become the subject of a claim of infringement of a patent, trade secret or copyright, AHR may, at it sole discretion (a) procure for Licensee, at no cost to Licensee, the right to continue to use the Software; or (b) replace or modify the Software and/or documentation for the Software, at no cost to Licensee, to make it non-infringing, provided that the same function is performed by the replacement or modified Software and/or documentation for the Software; or (c) if the right to continue to use cannot reasonably be procured and the Software cannot reasonably be replaced or modified, terminate the license to use the Software and/or documentation for the Software, remove the Software, and refund a portion of the license fees paid for the Software. Such portion shall be determined based on a three (3) year straight-line depreciation of the license fees paid for the Software from the date of the license grant.

   c)   **Exclusions**. AHR shall have no liability for any claim of copyright, trade secret or patent infringement based on (a) the use of other than the then latest release of the Software; or (b) the use or combination of the Software with software, hardware or other materials not provided by AHR.

   d)   **Liability for Lost Data**. AHR's liability for lost data is restricted to the costs incurred in efforts typically required for its replacement; provided, however, that regular, documented and appropriate measures were taken to prepare verified backup copies of the lost data.

13.   **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties with respect to the Software and Implementation Services.

14.   **GOVERNING LAW.** This Agreement shall be governed by and construed under the Federal laws of the United States.

15.   **RESERVED.**

16.   **SEVERABILITY.** To the extent that any law, statute, treaty, or regulation by its terms as determined by a court, tribunal, or other government authority of competent jurisdiction, is in conflict with this Agreement, the conflicting terms of this Agreement shall be superseded only to the extent necessary to comply with such law, statute, treaty, or regulation. If any portion of this Agreement shall be otherwise unlawful, void or for any reason unenforceable, then that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties. In either case, the remainder of this Agreement shall continue in full force and effect.

AHR_____ Licensee _____

17. **WAIVER.** Except as otherwise specifically provided herein, the waiver by any party of a breach or default by the other party of any provision of this Agreement shall be in writing and shall not be construed as a waiver by such party of any succeeding breach or default by the other party of the same or another provision.

18. **MARKETING EFFORTS.**

19. **COMPLIANCE WITH LAWS.** Licensee shall be responsible for complying with all applicable governmental laws with respect to the use of the Software by Licensee.

20. **FORCE MAJEURE**. In accordance with GSAR Clause 552.212-4(f), Neither party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement where and to the extent that such failure or delay results from causes outside the reasonable control of the party that cannot be avoided by the exercise of reasonable diligence. Such causes shall include, without limitation, Acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, civil commotion, or the like.

21. **SOURCE CODE**

Intentionally left blank.

22. **COUNTERPARTS; FACSIMILES**. This Agreement may be executed in multiple counterparts. Facsimile signatures shall be effective.

23. **EXPORT CONTROLS.** Licensee acknowledges that the Software and Services supplied by AHR are subject to export controls of the laws of Canada and the United States. Licensee shall comply with all export laws, restrictions and regulations having application to it whether of Canada, the United States or foreign agency or authority. Licensee shall not export, re-export or otherwise transmit, download or use, directly or indirectly, any software, information, data, or other materials received under this Agreement in violation of any such restrictions, laws or regulations. Licensee shall indemnify, defend and hold harmless AHR from any loss, liability, cost or expense (including reasonable legal fees) related to any action arising from Licensee's failure to comply with this section.

24. **Notices**: Except as otherwise provided in this Agreement, all notices required under this Agreement shall be in writing and shall be deemed given when delivered by hand or facsimile, or three (3) days after mailing, postage prepaid, by certified mail, return receipt requested, to the below addresses or such other addresses as either party shall specify in a written notice to the other:

In the case of AHR LLC,:   **In the case of Licensee**:

Aspire HR, LLC.   _____
5151 Belt Line Rd,   _____
Suite 1125,   _____
Dallas, Texas 75254   _____
Attn: Kevin Chase, President and CEO   Attn:

25. **Relationship of Parties.** Nothing herein shall constitute Licensee as the agent, legal representative, partner, joint venturer, or employee of AHR. Licensee shall have no right nor power to, and shall not in any manner attempt to, bind or obligate AHR nor shall Licensee represent that it has any right to do so.

26. **SURVIVAL PERIOD.** The provisions of Sections 4, 6, 7 10, 11, 12, 14 and 15 of this Agreement shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first above written.

ASPIRE HR, LLC.   **<LICENSEE NAME>**

By:_____   By:_____

AHR_____ Licensee _____

Name:_____   Name:_____

Title:_____   Title:_____

AHR_____   Licensee _____

Exhibit A

This Software, Fees, and Payment Form is made effective as of_____, by and between ASPIRE HR, INC ("AHR"), and _____, ("Licensee") pursuant to the Software License and Services Agreement ("Agreement") dated _____, _____ between AHR and Licensee..

C O M P A N Y I N F O R M A T I O N			
Company Name:		**Purchase Order Number:**	
Company Address: **City, State:** **Zip:**		**Phone:** **Fax:**	
Contract Owner:		**Email Address:**	
Billing Address: **City, State:** **Zip:**		**Billing Phone:** **Billing Fax:**	

C O N T R A C T T E R M S A N D C O N D I T I O N S					
Contract Term (months)			**Renewal Date:**		
Contract Start Date:			**Contract End Date:**		
Payment Terms:	Net 30		**Payment Method:**	☐ Check ☐ ACH	
Solution	**Description**	**Pricing Metric**	*Annual Price*	*Year 1 Annual Subscription Fees*	*Subsequent Year Annual Subscription Fees*
OTHER ITEMS	**Description**				**PRICE (USD)**
Implementation	Set-up				
	TOTAL 1st YEAR SUBSCRIPTION AND IMPLEMENTATION				

NOTES:

- Implementation fees quoted assume that services are provided remotely. Onsite services will result in additional hourly fees and costs for travel and living expenses in accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR).

AHR_____   Licensee _____

Exhibit B

Specification of Software

Definitions

"Initial Contract Term" shall mean for this Exhibit B only, the term set forth in Exhibit A for the Software.

"Renewal Contract Term(s)" shall mean for this Exhibit B only, a subsequent annual term agreed to by the Licensee and Licensor.

"Contract Term" shall mean for this Exhibit B only, collectively the "Initial Contract Term" and "Renewal Contract Term(s)".

 "SAP Site" shall mean the SAP landscape where the Software is to be installed and which includes a production instance and associated quality assurance, development, sandbox, training, and other instance(s) with the named SAP installation number, each of which may be at multiple different physical locations.

"SAP Site License Key" shall mean the license file provided by AHR to the Licensee containing information associating the Software with the Licensee and SAP Site and a set of software keys used to activate the Software.

"User" shall mean an individual who has been given permission by the Licensee to access the Software in accordance with the terms hereunder.

"User License Key" shall mean the license file provided by AHR to the Licensee containing information associating the Software with the named User, and a set of software keys used to activate the Software.

"Annual Subscription Fees" means prepaid annual Software subscription including Software upgrades and access to a support web site on the internet.

Software Product Name: **AspireHR Cloud Benefits ("Employee Benefits Administration")**

Grant of License

Licensee may install Software at one (1) Sites and License's authorized Users may use the Software during the Contract Term(s). Following expiration of the Initial Contract Term, this Contract Term may be renewed for successive one (1) year Renewal Contract Term(s),by executing a written order. All use of the Software must cease on the expiration of the Contract Term, unless the Software Annual Subscription is renewed and Annual Subscription Fees paid in accordance with the payment terms set forth in the Exhibit A and Software Grant of License.

AHR will provide Licensee with a unique License Key, and such License Key must be kept confidential and used solely for the purpose of enabling Licensee to use the Software in accordance with the terms and conditions of this Agreement.

Subscription Fees:

The Annual Subscription Fees in Exhibit A are the minimum Annual Subscription Fees for the Initial Contract Term. Licensee shall be invoiced on the anniversary of the Contract Start Date fees equal to the greater of a) minimum Annual Subscription Fees b) the actual peak User count multiplied by the Annual Price/User during the preceding year on the anniversary of the Contract Start Date.

Users licenses are required for US and Canada employees for (a) active employees (including those on Leave of Absence) (b) retired and terminated employees receiving benefits. Historical records for terminated US and Canada employees not receiving benefits do not require a User license.

For additional Licensee Users exceeding the Exhibit A Users licensed during the Contract Term in Exhibit A, the additional per User Annual Subscription Fees will be invoiced from the date of the Software deployment for the additional Users.

Renewal Contract Term:

Client shall be invoiced on the anniversary of the Contract Start Date fees equal to the actual peak User count during the preceding year multiplied by the Renewal Term Annual Price/User.

Upon the expiration or termination of this Agreement or Contract Term, all rights granted to Licensee related to the Software shall revert to AHR, Licensee shall immediately discontinue use of the Software and, upon request by AHR, Licensee shall certify in writing to AHR within thirty (30) days

AHR _____   Licensee _____

that the affected copies of the Software, in whole or in part, in any form, have either been returned to AHR or destroyed in accordance with AHR's instructions.

Product Name: Employee Tax Reporting (Ceridian)

Grant of License

The Employee Tax Reporting Software provided to Licensee under this Agreement is an annual subscription for use per SAP Site basis. Additional duplicate copies of this SAP Site are allowed for archiving, replication, mirroring, disaster recovery and backup purposes only. All use of the Software must cease upon the expiration of the Initial or Renewal Term as applicable, unless this Agreement is renewed in accordance with the terms set forth in Section 8 of the Agreement. Upon renewal of the Agreement, the Annual Subscription Fees are due upon receipt of an invoice.

As part of the license grant hereunder, along with the right to use the Software, Licensee is being provided with use of AHR's Employee Reporter Software ("ER Software), to be used solely in conjunction with Licensee's use of the Software hereunder. Licensee may copy and maintain one (1) licensed version of the ER Software report delivered by AHR to Licensee for the quarterly and annual Ceridian demographic data extract.

Licensee shall be invoiced for such Subscription Fees in accordance with Section 2 of the Agreement.

Upon the expiration or termination of this Agreement, all rights granted to Licensee hereunder shall revert to AHR, and Licensee shall immediately discontinue use of the Software, including any use of the ER Software, and related services, and return to AHR the Software, the ER Software and all documentation and related materials in its possession, and certify in writing the return of same to AHR. Additionally, upon request by AHR, Licensee shall certify in writing to AHR within thirty (30) days of such termination or expiration, that the affected copies of the Software, in whole or in part, in any form, have either been returned to AHR or destroyed in accordance with AHR's instructions.

Product Description

Tax Reporting enables the User to extract SAP employee demographic and payroll results data so that Ceridian may provide tax, garnishment and other related tax reporting services to the Licensee. Employee Tax Reporter includes:

- Employee Tax Reporting for extraction of the Ceridian required SAP payroll results data
- Employee Tax Reporting Regression Testing to validate tax reporting file output changes
- Employee Reporter Runtime with AHR defined template report(s) for extraction of Ceridian required SAP employee demographic data
- Employee Reporter Regression Testing to validate Employee Reporter Runtime file output changes
- Employee Reporter Setup to enable the User to configure and maintain the Licensee specific version of the AHR delivered report(s) for Ceridian SAP employee demographic data extracted.

Employee Reporter Software allows Users to create custom reports and out-bound interfaces with SAP HR & Payroll data without requiring ABAP development. Employee Reporter allows the User to:

- create reports and interfaces combining SAP Personnel Administration, Organizational Management, Benefits, Payroll and Time Management information
- handle multi-record formatted reports and interfaces
- review the interface file contents in an ALV report

Employee Tax Reporting enables the User to extract periodic, quarterly and annual SAP payroll results data.

Product Name: Payroll LaunchSuite

Grant of License
The Payroll LaunchSuite Software provided to Licensee under this Agreement is licensed for use on a per SAP Site basis. Additional duplicate copies of this SAP Site are allowed for archiving, replication, mirroring, disaster recovery and backup purposes.

Product: Payroll LaunchSuite is a suite of 5 solutions that support the implementation, testing, auditing and reporting from SAP HR and Payroll. These 5 solutions are:

- Payroll Auditor
- HR Auditor

AHR _____   Licensee _____

- Payroll Parallel Workbench
- Quick Clone (previously known as HR Data Architect)
- Employee Reporter (previously known as Data Broker)

The purpose of the Payroll Auditor is to help you find and correct payroll issues prior to them impacting your employees or the company. The Payroll Auditor reports are proactive tools to:

- validate SAP Payroll results prior to completion of payroll processing
- validate SAP Tax Model configuration
- validate employee deductions not taken and amounts in arrears
- identify employees who have a retroactive payroll calculation
- understand how a lump sum retroactive payment was calculated
- validate multiple retroactive changes to a period that results in a "retro over retro" situation

The purpose of the HR Audit Workbench is to help you manage HR processes and find and correct HR data issues (ie. the SAP Personnel Administration module) prior to them impacting your employees or the company. The HR Audit reports are proactive tools to:

- validate HR Infotypes prior to payroll processing
- validate Employee Tax Infotypes prior to payroll processing
- report on HR User changes to HR Master Data captured in PCL4

The Payroll Parallel Workbench was developed to improve parallel testing of gross and net payroll results. It does this by displaying differences in an interactive multi-level format, allowing you to focus on finding and solving true problems in your testing effort. Results can be analyzed in detail or in aggregate, by category or by pay tolerance.

The purpose of the HR Data Architect is to improve the quality of testing by providing a quick and easy method of creating realistic PA Infotype, Time, Payroll, CATS and OM data. The HR Data Architect is comprised of three programs: the HR Data Architect and companion Delete Employee Report, the PD Data Architect.

The purpose of Employee Reporter is to allow Users without a SAP developer license to create custom reports and out-bound interfaces with SAP HR & Payroll data without needing to write ABAP code. Employee Reporter can:

- Create reports and interfaces combining SAP Personnel Administration, Organizational Management, Benefits, Payroll and Time Management information
- Handle multi-record formatted reports and interfaces
- Review the interface file contents in an ALV report

Product Name: **Employee Reporter**

Grant of License
The Employee Reporter Software provided to Licensee under this Agreement is licensed for use on a per SAP Site basis. Additional duplicate copies of this SAP Site are allowed for archiving, replication, mirroring, disaster recovery and backup purposes.

Product: The purpose of Employee Reporter is to allow Users without a SAP developer license to create custom reports and out-bound interfaces with SAP HR & Payroll data without needing to write ABAP code. Employee Reporter can:

- Create reports and interfaces combining SAP Personnel Administration, Organizational Management, Benefits, Payroll and Time Management information
- Handle multi-record formatted reports and interfaces
- Review the interface file contents in an ALV report

Renewal Contract Term:

Client shall be invoiced on the anniversary of the Contract Start Date fees equal to the actual number of Vendor Interface(s) to be utilized multiplied by the Renewal Contract Term Annual Price per Vendor Interface.

Upon the expiration or termination of this Agreement or Contract Term, all rights granted to Licensee related to the Software and Vendor Interfaces shall revert to AHR, Licensee shall immediately discontinue use of the Software and Vendor Interfaces and, upon request by AHR, Licensee shall certify in writing to AHR within thirty (30) days that the affected copies of the Software, in whole or in part, in any form, have either been returned to AHR or destroyed in accordance with AHR's instructions.

Software Product Name: **AspireHR Data Services**

Grant of License
If directed in writing by the Licensor, Licensee shall install Software code at one (1) SAP Site Licensee's. Licensee's authorized Users may use Software as directed in writing by the Licensor during the Contract Term(s).

Following expiration of the Initial Contract Term, this Contract Term may berenewed for successive one (1) year Renewal Contract Term(s) by executing a written order. All use of the Software must cease on the expiration of the Contract Term, unless the Software Annual Subscription is renewed and Annual Subscription Fees paid in accordance with the payment terms set forth in the Exhibit A and Software Grant of License.

If required, AHR will provide Licensee with a unique License Key, and such License Key must be kept confidential and used solely for the purpose of enabling Licensee to use the Software code in their SAP Site(s) in accordance with the terms and conditions of this Agreement.

The Licensee is granted the use of the Software for the sole purpose of Licensor providing to Licensee operating Data Services listed in the Data Services Order Form. During the Contract Term(s), the License may add new Data Services at the cost of the First Year Setup fee per interface at the rate of the corresponding interface Complexity Level outlined below.

Software Product Names: Employee Reporter Dashboards ("Take Action Dashboard"), Employee Reporter Notifications ("Employee Engagement Platform")

Grant of License Licensee
Licensee may install Software at one (1) Sites and License's authorized Users may use the Software during the Contract Term(s). Following expiration of the Initial Contract Term, this Contract Term may be renewed for successive one (1) year Renewal Contract Term(s),by executing a written order. All use of the Software must cease on the expiration of the Contract Term, unless the Software Annual Subscription is renewed and Annual Subscription Fees paid in accordance with the payment terms set forth in the Exhibit H and Software Grant of License.

AHR will provide Licensee with a unique License Key, and such License Key must be kept confidential and used solely for the purpose of enabling Licensee to use the Software in accordance with the terms and conditions of this Agreement.

Product Description

Employee Reporter Dashboard
The Employee Reporter Dashboard is Licensor's Employee Reporter with a SAPUI5 SAP NetWeaver Gateway component that integrated with SAP ECC 6.0. It allows the Licensee to configure a selection of employees and display those employees' data in a web browser. The employee data displayed is sourced from SAP ECC 6.0 including Payroll, Benefits, Personnel Administration and Organizational Management data where available. Users may also take action on the employees updating the employee infotypes and/or send an employee email. The Employee Reporter Dashboard can also optionally integrate with SuccessFactors' Employee Central using the SAP Cloud Platform to deploy as a SuccessFactors Extension.

Employee Reporter Notifications
The Employee Reporter Notifications is Licensor's Employee Reporter with a SAPUI5 SAP NetWeaver Gateway component that integrates with SAP ECC 6.0. It allows the Licensee to configure a selection of employees and send them email and text notifications. The employee data incorporated into the notifications is sourced from SAP ECC 6.0 including Payroll, Benefits, Personnel Administration and Organizational Management data where available. Administrators may schedule the timing of the notifications and Users may opt-in and out-out of receiving notifications to their personal email and mobile number. The Employee Reporter Notifications SAPUI5 user experience can also optionally integrate with SuccessFactors' Employee Central using the SAP Cloud Platform to deploy as a SuccessFactors Extension.

Subscription Fees:

The Annual Subscription Fees in Exhibit A are the minimum Annual Subscription Fees for the Initial Term. Licensee shall be invoiced on the anniversary of the Contract Start Date fees equal to the Annual Subscription Fees plus the per Interface Subsequent Year Annual Fee for any additional vendor integrations requested by the Licensee.

AHR _____   Licensee _____

Data Service	Description	One time setup Fee	Per File processed
Onboarding Data Service	1. License will populate a census file using the template provided by AspireHR 2. AspireHR will process the census file and use AspireHR Data Exchange to transform the data into an XML file consistent with the SuccessFactors Onboarding XML upload format. 3. AspireHR will upload the generated XML file into the Licensee's SuccessFactors Onboarding		

Renewal Contract Term:

 Client shall be invoiced on the anniversary of the Contract Start Date fees equal to the actual number of Vendor Interface(s) to be utilized multiplied by the Renewal Contract Term Annual Price per Vendor Interface.

Upon the expiration or termination of this Agreement or Contract Term, all rights granted to Licensee related to the Software and Vendor Interfaces shall revert to AHR, Licensee shall immediately discontinue use of the Software and Vendor Interfaces and, upon request by AHR, Licensee shall certify in writing to AHR within thirty (30) days that the affected copies of the Software, in whole or in part, in any form, have either been returned to AHR or destroyed in accordance with AHR's instructions.

Exhibit C
AHR Solutions Support

The following criteria have been defined as Service Levels and are the basis for identifying AHR's Support Availability:

<u>Definitions</u>

    i.   **"Business Day"** means Monday through Friday, excluding US holidays:

    ii.   **"Business Hours"** means 8:30AM – 5:30PM CST every Business Day.

    iii.   **"Business Hours Support Line"** is a telephone number that customers should call for Developer Support during Business Hours.   The telephone number is +214-880-0099, Select the option for Software Support

    iv.   **"Support Email"** is an email address to which Developer Support or Critical Issue Support requests can be submitted. It is SoftwareSupport@AspireHR.com

    v.   **"Support Web Site"** is a website available with product and service information at http://support.aspirehr.com/

    vi.   **"Critical Problem"** is a demonstrable and confirmed defect in the AHR Software which causes the Licensee to be unable to perform a critical business function that the Licensee was previously able to perform while using the AHR Software.

    vii.   **"Other Problem"** is any other issue that does not meet the description of "Critical Problem".

AHR _____   Licensee _____

Software Application Support

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
Business and financial exposure			
The application failure creates a serious business and financial exposure.	The application failure creates a serious business and financial exposure.	The application failure creates a low business and financial exposure.	The application failure creates a minimal business and financial exposure.
Work Outage			
The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to perform some small portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.	The application failure causes the client to be unable to perform a minor portion of their job, but they are still able to complete most other tasks.
Number of Clients Affected			
The application failure affects a *large* number of clients.	The application failure affects a *large* number of clients.	The application failure affects a *small* number of clients.	The application failure may only affect one or two clients.
Workaround [This bullet carries the heaviest weighting of the characteristics for Severity 1 and 2.]			
There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way).	There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way).	There may or may not be an acceptable workaround to the problem.	There is likely an acceptable workaround to the problem.
Response Time			
Within four hours.	Within eight hours or by next business day (EST).	Within eight hours or by next business day (EST).	Within eight hours or by next business day (EST).
Resolution Time			
The maximum acceptable resolution time is five business days, after initial response time.	The maximum acceptable resolution time is 30 business days.	The maximum acceptable resolution time is 60 business days.	The maximum acceptable resolution time is 90 calendar days.

**SAP Cloud Service Terms and Conditions for End Users
of AspireHR Cloud Benefits**

Licensee understands and agrees that it has already signed the SAP/SuccessFactors License Agreement, and as a licensee of the SAP/SF Software, it is bound by certain general terms and conditions and applicable supplemental terms and conditions ("SAP's Cloud GTC and Supplemental TC") as an End User of the SAP/SF Software. Accordingly, as an End User of the SAP Cloud Service which is required in order to run AspireHR's Cloud Benefits Software, Licensee hereby agrees to the terms and conditions of the End User Agreement for the SAP Cloud Service, attached hereto, "General Terms and Conditions", "General Terms and Conditions for SAP Cloud Services," as well as the respective "Supplemental Terms and Conditions" for the respective SAP Cloud Service, "Cloud Service Description", attached hereto . Such terms and conditions are hereby incorporated into this MSLA as applicable to the SAP Cloud Service.

Additionally, Licensee agrees to the following additional terms and conditions related to the use of the SAP Cloud Service:

Definitions:

"Bundled Cloud Service" ("BCS") means the combined offering of SAP Cloud Service and one (1) or more Cloud Applications.

"Cloud Application" for purposes of this Exhibit means the AspireHR Cloud Benefits Software;

"Data" means any content, materials, data and information that is entered into the SAP Cloud Service or that Licensee or AspireHR derives from its use of and stores in the Software or Cloud Service (e.g. Licensee-specific reports). Data and its derivatives will not include SAP's Confidential Information.

"Documentation" means SAP's then-current technical and functional documentation for SAP Product as well as any roles and responsibilities descriptions, if applicable, which is made available to AspireHR with the SAP Product.

"End User Agreement" means this Exhibit E entered into between AspireHR and Licensee (a/k/a "End User") pursuant to which the End User purchases cloud subscriptions to the Bundled Cloud Service.

"End User Data" means the Data of the Licensee that is licensing or using the BCS only for its own internal business operations that has signed an End User Agreement.

"SAP Cloud Service" means, for the purpose of this Exhibit, SAP Cloud Service made available by SAP under this Exhibit, signed-up to by AspireHR, to operate the Cloud Application only for use in conjunction with, and for purposes of provision and support of, the Cloud Application to Licensee.

"SAP Cloud Service Agreement" means the license Agreement that AspireHR has with SAP for the license of the SAP Cloud Service.

"SAP Materials" means any software, programs, tools, systems, data, or other materials made available by SAP and/or AspireHR to Licensee either directly or indirectly through AspireHR, prior to or in the course of performance under this Exhibit E, including, but not limited to, the SAP Cloud Service and Documentation, the SAP Cloud Application, as well as any information, materials or feedback provided by AspireHR and/or Licensee to SAP relating to the SAP Cloud Service and Documentation.

Grant of Rights:

1. Licensee shall have a non-exclusive, non-transferable right to use the BCS solely for its internal business operations, with data access limited to data created by the Cloud Application or necessary to enable the functionalities of the Cloud Application (referred to as a "Restricted License"). The SAP Cloud Service shall not access, directly or indirectly, in any manner whatsoever, any third party runtime database acquired from SAP or its Associated Companies or any of its respective resellers or distributions.

2. Licensee can operate the BCS, which may include the use of third party technology or services from third party suppliers, in accordance with the AspireHR's License Agreement for the SAP Cloud Service only to the extent SAP continues to have rights to operate the technology or service of such third-party supplier.

Use of the SAP Cloud Service:

Licensee understands and agrees to the following:

1. AspireHR and Licensee shall have access only to the most current version of the SAP Cloud Service made generally available by SAP to its customers, and SAP may change or modify the SAP Cloud Service at any time.

AHR _____   Licensee _____

2. Licensee hereby consents to SAP having the right to access, monitor, use or disclose content, data and materials submitted by Licensee through the Cloud Application, but not Licensee Confidential Information. End User Data or Data.

3. Any information provided as part of the Cloud Application will be made available to SAP as part of SAP providing the SAP Cloud Service.

4. Licensee agrees that it will not:
    a) copy, translate, disassemble, decompile, reverse-engineer or otherwise modify any parts of the SAP Cloud Service;
    b) transmit any content, data or information that is unlawful, abusive, malicious, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or right of publicity, hateful or racially, ethnically or otherwise objectionable;
    c) infringe the intellectual property rights of any entity or person;
    d) interfere with or disrupt the SAP software of SAP systems used to host the SAP Cloud Service, or other equipment or networks connected to the SAP Cloud Service;
    e) use the SAP Cloud Service in the operation of a service bureau, outsourcing or time-sharing service except as expressly permitted by SAP;
    f) circumvent or disclose the user authentication or security of the SAP Cloud Service or any host, network, or account related thereto.
    g) make any use of the SAP Cloud Service that violates any applicable local, state, national, international or foreign law or regulation.

5. Licensee understands and agrees that SAP shall have the right to monitor any of Licensee's usage of the SAP Cloud Service to ensure compliance by Licensee of the SAP Cloud Service. Additionally, Licensee agrees that SAP may utilize the information concerning Licensee's usage of the SAP Cloud Service to improve SAP products and services and to provide AspireHR with reports on Licensee's use of the SAP Cloud Service.

6. Licensee agrees it shall be responsible for entering its Data into the SAP Cloud Service and it shall be responsible for the content of the Data supplied by it, as the case may be. Licensee shall maintain and handle all Data in compliance applicable data privacy and protection laws, rules and regulations.

7. The SAP Cloud Service may contain links to external Web sites (including embedded widgets or other means of access) and information provided on such external websites by other SAP partners and third-party service providers. Neither SAP nor AspireHR will be responsible for the contents of any linked Web site, or any changes or updates to such sites. Additionally, neither SAP nor AspireHR shall be directly or indirectly responsible or liable for any damage or loss caused or alleged to be caused by or in connection with Licensee's use of or reliance on any content, goods or services available on or through any such linked Web site. Any article, information, data, code, text, software, documentation, graphics, image, marketing material, video, photograph, message, or posting to any forum, wiki, or blog access through or in connection with the SAP Cloud Service, whether publicly posted or privately transmitted (collectively, "Content"), is the sole responsibility of the person or entity providing the content.

8. SAP will release updates to the SAP Cloud Service as required for the security and stability of the system. Licensee agrees to accept and support these updates as released in order to prevent the possibility of loss of data or the instability of the platform. If Licensee does not accept these upgrades in the recommended time frame as communicated by SAP, Licensee agrees that neither AspireHR nor SAP shall bear any liability for the security or integrity of the End User Data to the extent any loss or harm could have been prevented by accepting any upgrade as and when recommended by SAP.

9. Licensee agrees that its use of the SAP Cloud Service, or Cloud Applications it operates under this Agreement, will not: (a) unreasonably impair, degrade or reduce the performance or security of any SAP software applications, services or related technology; (b) enable the bypassing or circumventing of SAP's license restrictions and/or provide users with access to the SAP Cloud Service to which such users are not licensed; or (c) render or provide, without prior written consent from SAP, any information concerning SAP software license terms, the SAP Cloud Service or any other information related to SAP products or services.

10. Licensee acknowledges and agrees that SAP or its licensors retain all ownership of and title in and to (including, without limitation, all Intellectual Property Rights) the SAP Materials, including, without limitation, the SAP Cloud Service. Licensee does not acquire any ownership rights or title in or to the SAP Materials (including, without limitation, the SAP Cloud Service), and that of SAP's licensors. Licensee may not (a) remove or modify any marks or proprietary notices of SAP; (b) provide or make the SAP Cloud Service or SAP Cloud Application or any of the Materials available to any third party; (c) assign this Agreement or give or transfer the SAP Cloud Service, SAP Cloud Application or Materials or any interest in them to another individual or entity; (c) decompile, disassemble, reverse-engineer or otherwise modify any parts of the SAP Cloud Service;

11. Licensee understands and agrees that the SAP Cloud Service is being provided by SAP subject to the terms of the SAP Cloud Platform- Service Description Guide (the "Service Description Guide"). The terms of which are attached hereto and incorporated in this Exhibit. Such terms include system availability, service level agreements, maintenance windows, and support. SAP may from time to time modify the Service Description Guide,
subject to the General Terms and Conditions of the Agreement.

12. Use of the SAP Cloud Connector is limited to use with the Bundled Cloud Service and Licensee may not use the SAP Cloud Connector for any other purpose. The SAP Cloud Connector may not be modified or altered in any way except by SAP. Licensee is responsible for the security

of the SAP Cloud Connector and is responsible for maintaining adequate security measures, including firewalls, to prevent unauthorized access to the SAP Cloud Connector. Upon termination or expiration of the subscription to the SAP Cloud Service, Licensee's right to use the SAP Cloud Connector shall cease.

13.	Licensee agrees to stay compliant with SAP's most current Data Processing Agreement attached hereto.

Warranties and Representations regarding the SAP Cloud Service

14.	SAP warrants that the SAP Cloud Service (excluding any third party products, content or services accessed through the SAP Cloud Service) will substantially conform to the specifications stated in the Documentation during the applicable subscription term for such SAP Cloud Service. This warranty shall not apply (a) if the SAP Cloud Service is not used in accordance with this Exhibit D, the SOW, and Exhibit B Specification of Software and/or any Documentation; or (b) if the non-conformity is caused by third party services, content or products or any modifications, configurations or customizations to the SAP Cloud Service;

15.	Licensee, upon its discovery, shall report any non-conformities with respect to Section 14 to AspireHR in writing without undue delay, submitting a detailed description of the problem and any information useful for rectification of the non-conformity.

16.	Provided Licensee complies with Section 15 such that existence of a non-conformity is validated, SAP will, at its option, (a) repair the non-conforming SAP Cloud Service; or (b) return to AspireHR an appropriate portion of any payment made by it with respect to the affected portion of the applicable SAP Cloud Service. Sub-sections (a) or (b) are the sole and exclusive remedy under this warranty.

17.	To the maximum extent permitted by applicable law, except as expressly provided in Section 14, neither SAP, AspireHR, nor their licensors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular purpose, non-infringement or results to be derived from the use of the SAP Cloud Service or any information technology services, software, hardware or other materials provided under this Exhibit E, or that the operation of any such services, software, hardware or other material will be uninterrupted or error free. The warranties and limitations herein are distinct from, and not replacement of, Section 10 of the MSLA.

18.	Anything to the contrary herein notwithstanding, except for damages resulting from unauthorized use or disclosure of Confidential Information and AspireHR's right to collect unpaid fees, under no circumstances and regardless of the nature of any claim shall either SAP, its group companies, its Licensors or AspireHR or any of its representatives, be liable to Licensee or any other person or entity with regards to the SAP Cloud Service for an amount of damages in excess of the fees paid by AspireHR for the applicable SAP Cloud Service Subscription in the twelve (12) month period preceding the date of the incident giving rise to liability and under no circumstances in the aggregate for all claims to exceed the amount paid by AspireHR to SAP during the term of this Exhibit E. Under no circumstances shall SAP, its group companies, its Licensors or AspireHR be liable in any amount for special, incidental, consequential, or indirect damages, loss of goodwill or business profits, work stoppage, data loss, computer failure or malfunction, or exemplary or punitive damages, even if advised of the possibility thereof.

19.	The aforementioned liability limitations shall include any claims against employees of, subcontractors of, or any other persons authorized by, SAP and/or AspireHR. Under no condition will SAP or AspireHR or its licensors be responsible under this Exhibit E for preparation or conversion of data into the form required for use with the SAP Cloud Service.

20.	It is expressly understood and agreed that each and every provision of this Exhibit E which provides for a limitation of liability, disclaimer of warranties or exclusion of damages, is intended by the parties to be severable and independent of any other provision and to be enforced as such.

21.	The foregoing limitation of liability does not apply to willful misconduct or fraud, personal injury or death caused by the negligence or any other liability which cannot be excluded or limited by applicable law.

22.	Neither party will bring legal action under this Exhibit E more than six years after the cause of action arose.

<u>Conflicts:</u>

23.	In the event of a conflict between specific terms of this Exhibit E, and the terms and conditions of the MSLA, specifically as it relates to the SAP Cloud Service, the terms of this Exhibit E will govern.