

TECHNOLOGY TRANSFORMATION AGREEMENT

THIS TECHNOLOGY TRANSFORMATION AGREEMENT (this “**Agreement**”), effective as of the date when both parties have signed below (the “**Effective Date**”), is by and between [BUSINESS UNIT NAME] (“**Company**”), a GTY technology company, and the Ordering Activity under GSA Schedule contracts identified in the Purchase Order (“**Customer**”).

1. **Orders.** Subject to the terms and conditions of this Agreement, Company will provide and Customer will obtain:
 - 1.1. **SaaS.** A non-exclusive, non-transferable right to access and use the software as a service (“**SaaS**”) identified in the Order attached as Exhibit A, or any subsequent Order in substantially the same form, mutually executed and made part of this Agreement (“**Order**”), subject to the service levels in Exhibit C.
 - 1.2. **Software.** A perpetual, non-exclusive and non-transferable license to install and use on-premises software listed in any Order; any modified, updated or enhanced version of such software Company provides; and any such software necessary to access and use SaaS or Hardware (the “**Software**”).
 - 1.3. **Hardware.** A limited, revocable, royalty free, non-transferable lease to use hardware identified in an Order as leased (“**Leased Hardware**”) and all right, title and interest any hardware identified in an Order as purchased (“**Purchased Hardware**”), in each case subject to Exhibit E (collectively, the “**Hardware**”).
 - 1.4. **Professional Services.** A right to receive implementation, training and other professional services (the “**Professional Services**”) identified in an Order or described a Statement of Work mutually executed and made a part of this Agreement in substantially the form attached as Exhibit B (“**SOW**”), or both.
 - 1.5. **Support Services.** A right to receive support and maintenance services identified in an Order and further described in Exhibit D (the “**Support Services**”).

Company grants Customer a non-exclusive, non-sublicensable, non-transferable license solely for Customer’s internal purposes to use manuals, instructions and other documents Company makes available that describe the functionality, components or requirements of the SaaS, Software or Hardware (“**Documentation**”).

2. **Fees.**
 - 2.1. **Amount.** Customer shall pay Company or the authorized reseller as applicable the fees (“**Fees**”) set forth in each Order or SOW without setoff, deduction or withholding other than Fees Customer does not pay because of a good faith dispute that Customer undertakes reasonable efforts to expeditiously resolve. Company may increase Fees no more than once each year following the first anniversary of the effective date of any Order or SOW in an amount that will not exceed 4% by providing written notice to Customer at least 30 calendar days prior to any such increase and in accordance with and not to exceed the then current GSA Schedule Pricelist.
 - 2.2. **Due Date.** Subject to any applicable prompt payment law, Customer shall make all payments under an Order or SOW on or before the due date set forth in such Order or SOW. Notwithstanding the foregoing or anything else to the contrary in this Agreement, fees for SaaS, Software and Hardware will commence on the effective date of the Order under which they are provided (the “**Order Effective Date**”).
 - 2.3. **Late Payments.** If Customer fails to make any payment when due, without limiting Company’s other rights and remedies: (i) Company may charge interest on the past due amount 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.
 - 2.4. **Taxes.** Vendor 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 FAR 552.212-4(k).
 - 2.5. **Expenses.** Unless otherwise agreed in an Order or SOW, Customer shall reimburse Company for out-of-pocket expenses incurred by Company in connection with performing the Professional Services accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable,

and, if Customer requests that Support Services be performed at Customer's site, in providing such Support Services ("**Reimbursable Expenses**"). Customer shall only be liable for such Reimbursable Expenses as approved by Customer and funded under the applicable ordering document.

- 2.6. **Appropriation.** Customer's obligation to make for payment under any Order or SOW during any of Customer's future fiscal years is subject to the appropriation of funds for such Order or SOW in Customer's budget for such years by the legal entity responsible for such appropriation. If such funds are not appropriated, then Customer shall have the right to terminate such Order as of the end of the last fiscal year for which funds were appropriated by providing notice thereof to Company at least 30 days in advance with reasonably sufficient documentation of such non-appropriation. Customer will use reasonable efforts to ensure appropriated funds are available for such Order or SOW.
3. **Confidentiality.** Subject to applicable open records, freedom of information or similar laws:
 - 3.1. **Definition.** From time to time during the Term, either party may disclose or make available to the other party information about its business affairs, products, intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information that is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential (collectively, "**Confidential Information**").
 - 3.2. **Exceptions.** Confidential Information does not include information that, at the time of disclosure: (a) is, or through no fault of the receiving party has become, generally available to the public; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party.
 - 3.3. **Use, Protection and Disclosure.** The receiving party shall not use the Confidential Information for any purpose not expressly permitted by this Agreement and shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information, but in no event less than a reasonable degree of care, and shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are under a duty of confidentiality no less restrictive than the receiving party's duty hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and cooperated with the other party, at the other party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure; or (ii) to establish a party's rights under this Agreement, including to make required court filings. Company 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.
4. **Ownership.**
 - 4.1. **SaaS, Software and Hardware.** All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing ("**Intellectual Property Rights**"), in and to the following are the exclusive property of Company (or, as the case may be, its licensors and suppliers): (i) SaaS, Software, Leased Hardware, Documentation and all proprietary technology used by Company to perform its obligations under this Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that Company makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Professional Services; (iii) the fully compiled version of any of Software that can be executed by a computer and used without further compilation (the "**Executable Code**"); (iv) the human readable

version of any of Software that can be compiled into Executable Code (the “**Source Code**”); (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing; and (vi) all suggestions, recommendations or comments regarding the Intellectual Property, including without limitation, new features or functionality relating thereto (“**Company Intellectual Property**”). If any derivative work is created by Customer from the Software, SaaS or Hardware, Company shall own all right, title and interest in and to such derivative work.

- 4.2. **Customer Data.** Company acknowledges that, as between Company and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to information, data, and other content that is collected, downloaded or otherwise received, directly or indirectly, from Customer or any employees, consultants, contractors, agents or members of the public authorized by Customer to access and use the SaaS, Software or Hardware under the rights granted to Customer pursuant to this Agreement and for whom or which such access and use has been purchased hereunder (“**Authorized Users**”) by or through the SaaS, Software or Hardware (the “**Customer Data**”); *provided, however*, that (i) Customer hereby grants to Company a non-exclusive, royalty-free, worldwide license to reproduce, distribute and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Company to provide the SaaS, Software and Hardware to Customer; (ii) Customer hereby grants to Company a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify and otherwise use and display information related to Customer’s use of the SaaS, Software or Hardware in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the SaaS, Software or Hardware (“**Aggregated Statistics**”); and (iii) Company may de-identify and use Customer Data for any lawful purpose consistent with all applicable law.
- 4.3. **U.S. Government Rights.** Each of the software components that constitute the SaaS, the Software and the Documentation is a “commercial item” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the SaaS, the Software and the Documentation as are granted to all other end users.

5. **Warranties.**

- 5.1. **SaaS and Software.** Subject to the payment of Fees, Company warrants that (i) the SaaS, and Software subject to a subscription license (“**Subscription Software**”), when used as permitted and in accordance with the Documentation, will materially conform to the Documentation and (ii) with respect to any Software not subject to a subscription license (“**Enterprise Software**”) for the 90-day period commencing on the Order Effective Date of any Enterprise Software (the “**Software Warranty Period**”) that such Enterprise Software, when installed by Company and used as permitted and in accordance with the Documentation, will materially conform to the Documentation. Within 30 days of any breach of this warranty, Customer will notify Company in writing of such breach in reasonable detail and request a correction of the warranted nonconformity. Company will, at its own expense, use commercially reasonable efforts to correct any reproducible error in the SaaS or Software reported in accordance with the foregoing. If Company is unable to provide a correction or work-around pursuant to the terms governing the provision of the Software or SaaS after using such efforts, Company may terminate the Order for such Software or SaaS upon written notice to Customer. Any such error correction for Enterprise Software will not extend the original Software Warranty Period.
- 5.2. **Professional Services and Support Services.** Subject to the payment of Fees, Company warrants that Company will perform the Professional Services and Support Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. Within 30 days of any breach of this warranty, Customer will notify Company in writing of such breach in reasonable detail and request a correction of the warranted nonconformity. Company shall, as its own expense, perform again the Professional Services or Support

Services that gave rise to the breach or, at Company's option, refund the fees paid by Customer for the Professional Services or Support Services that gave rise to the breach.

- 5.3. **Hardware.** Subject to the payment of Fees, Company warrants that the Hardware will conform to the Documentation and will be materially free from defects in materials and workmanship for a period of 36 months from the date of shipment (the "**Hardware Warranty Period**"). Within 30 days of any breach of this warranty, Customer will notify Company in writing of such breach in reasonable detail and request a correction of the warranted nonconformity and, if Company requests, return the Leased Hardware at Company's cost. Company shall, as its own expense, either repair or replace such Hardware or the defective part or provide a pro rata refund of the Fees for such Hardware. Any such repair or replacement will not extend the original Hardware Warranty Period.
- 5.4. **Disclaimer.** EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, THE SAAS, SOFTWARE, HARDWARE, SUPPORT SERVICES, PROFESSIONAL SERVICES AND DOCUMENTATION ARE PROVIDED "AS IS" AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE SAAS, SOFTWARE, HARDWARE, SUPPORT SERVICES, PROFESSIONAL SERVICES OR DOCUMENTATION WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT ERROR OR INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY PRODUCTS OR SERVICES IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY PRODUCTS AND SERVICES. CUSTOMER ACKNOWLEDGES AND AGREES THAT, IN ENTERING INTO THIS AGREEMENT, IT HAS NOT RELIED UPON THE FUTURE AVAILABILITY OF ANY NEW OR ENHANCED FEATURE OR FUNCTIONALITY, OR ANY NEW OR ENHANCED PRODUCT OR SERVICE, INCLUDING, WITHOUT LIMITATION, UPDATES OR UPGRADES TO COMPANY'S EXISTING PRODUCTS AND SERVICES. COMPANY'S PERFORMANCE OBLIGATIONS HEREUNDER ARE LIMITED TO THOSE EXPRESSLY ENUMERATED HEREIN, AND PAYMENT FOR COMPANY'S PERFORMANCE OBLIGATIONS SHALL BE DUE AS DESCRIBED HEREIN. THIS SECTION 5 SETS FORTH CUSTOMER'S EXCLUSIVE REMEDIES, AND COMPANY'S ENTIRE LIABILITY, FOR ANY BREACH OF THE WARRANTY.

6. **Indemnification.**

- 6.1. **Company.** Company shall indemnify, have the right to intervene to defend, and hold harmless Customer and its agents, officers, directors and employees ("**Customer Parties**") from and against any and all losses, damages, liabilities, costs, including reasonable attorneys' fees ("**Losses**") incurred by Customer Parties resulting from any third-party claim, suit, action or proceeding ("**Third Party Claim**") that the SaaS, Software or Hardware, or any use of the SaaS, Software or Hardware in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights or for any Third Party Claim based on Company's gross negligence or willful misconduct. 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. If such a claim for infringement or misappropriation is made or appears possible, Customer agrees to permit Company, at Company's sole discretion, to (i) modify or replace the SaaS, Software or Hardware, or component or part thereof, with a substantially similar product or service to make it non-infringing or avoid misappropriation or (ii) obtain the right for Customer to continue using it. If Company determines that neither alternative is reasonably available, Company may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. This [Section 6.1](#) will not apply to the extent that the alleged infringement or misappropriation arises from: (a) use of the SaaS, Software or Hardware not in accordance with this Agreement, (b) failure of Customer to implement any replacements, corrections or modifications made available by Company for

the Software or Hardware, (c) use of the SaaS, Software or Hardware in combination with data, software, hardware, equipment, or technology not provided by Company or authorized by Company in writing, (d) modification to the SaaS, Software or Hardware not made by Company or (e) Customer Data.

6.2. **Reserved.**

6.3. **Procedure.** The obligations in Section 6.1 and Section 6.2 are conditioned on the party seeking indemnification (the “**Indemnitee**”): (a) notifying the other party (the “**Indemnitor**”) promptly in writing of such claim or action; (b) giving Indemnitor sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with Indemnitor and, at Indemnitor’s request and expense, assisting in such defense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

7. **Limitations of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES; LOSS OF REVENUES, DATA, BUSINESS OR GOODWILL; OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR COSTS OR THEY WERE OTHERWISE FORESEEABLE; OR (ii) AN AGGREGATE AMOUNT EXCEEDING THE TOTAL AMOUNTS PAID TO COMPANY UNDER THIS AGREEMENT. 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. THE REMEDIES IN THIS AGREEMENT ARE CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES.

8. **Term and Termination.**

8.1. **Term.** The term of this Agreement begins on the Effective Date and continues until it is terminated as set forth herein (the “**Term**”). Unless earlier terminated as set forth herein or otherwise agreed in an Order, (i) the initial term of an Order will begin on the Order Effective Date and continue for the number of months after the Order Effective Date or the date specified for the initial term in such Order (the “**Initial Term**”) and (ii) after the Initial Term, such Order may be reviewed on a year-to-year basis by executing a written order or order option in writing (the “**Order Term**”).

8.2. **Termination.** 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, Company 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.

8.3. **Effects of Termination.** Upon expiration or earlier termination of this Agreement or any Order or SOW: (i) Customer’s right to access or use the SaaS, Software, Leased Hardware or Documentation, and all licensed rights granted, in this Agreement or such Order or SOW (the “**Expired or Terminated Document**”) immediately shall terminate; (ii) if the Expired or Terminated Document expires or is terminated by Customer without cause or by Company with cause, then such expiration or termination will not affect Customer’s obligation to pay all Fees that may have become due before such expiration or entitle Customer to any refund; (iii) each party shall promptly return to the other party all copies, whether in written, electronic, or other form or media, of the other party’s Confidential Information received under the Expired or Terminated Document, or destroy all such copies; (iv) if Customer requests in writing within 30 days after the expiration or termination of the Expired or Terminated Document, Company shall, within 30 days after such request, deliver to Customer the most recent version of Customer Data in a commercially reasonable format maintained by Company, provided that Customer has paid all Fees and reimbursable expenses then outstanding and any amounts payable after

or as a result of such expiration or termination; and (v) Customer shall erase all copies of Software on Customer's computers, return at Customer's expense all Leased Hardware and return at its expense or destroy all copies of the Documentation in Customer's possession or control provided under such Expired or Terminated Document. Any right or obligation of either party that, by its nature, should survive the termination or expiration of this Agreement will survive any such termination or expiration.

9. **Restrictions.** Customer shall not, and shall not permit any other person to, access or use the SaaS, Software, Hardware or Documentation except as expressly permitted by this Agreement and applicable law. Without limiting the foregoing, Customer shall not, except as this Agreement expressly permits, (i) copy, modify or create derivative works of the SaaS, Software, Hardware or Documentation; *provided, that* Customer may make a single copy of Software solely for backup, training disaster recovery or testing purposes; (ii) merge the SaaS or Software with other software or services; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the Source Code of the SaaS or Software, in whole or in part; (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any SaaS, Software, Hardware or Documentation to any direct competitor or any person except as expressly permitted hereunder; (v) remove, delete, alter, or obscure any copyright or other notices included in the SaaS, Software, Hardware or Documentation; (vi) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the SaaS, Software or Hardware; or (vii) otherwise access or use the SaaS, Software, Hardware or Documentation beyond the scope of the authorization granted hereunder or in a manner that does not comply with applicable law including, but not limited to, any requirement for consent or applicable export and import control laws. Customer is responsible for all uses of the SaaS, Software, Hardware and Documentation resulting from access provided by Customer, directly or indirectly, including but not limited to the acts and omissions of Authorized Users. If Customer becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this Agreement, Customer will, and will cause Authorized Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity.
10. **Cooperation.** Customer shall (i) maintain and operate Customer's information technology infrastructure in good repair, including computers, software, databases, electronic systems, connectivity and networks on or through which the SaaS, Software or Hardware are accessed or used ("**Customer Systems**"), (ii) provide Company personnel with timely access, both physical and virtual, to Customer's premises, Customer Systems and other relevant information, documentation and staff as reasonably necessary for Company to perform the Professional Services and Support Services and (iii) provide other timely cooperation and assistance as Company may reasonably request to enable Company to exercise its rights and perform its duties under this Agreement. Company is not responsible for any delay or failure of performance caused in whole or part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "**Customer Failure**"). Any dates or time periods relevant to performance by Company will be equitably extended to account for any delays, and Customer shall reimburse Company for its reasonable costs, resulting from any Customer Failure. Additional assumptions and dependencies, if any, will be set forth in SOWs, which may include SOWs for Professional Services necessary to implement SaaS, Software or Hardware.
11. **Updates.** Company reserves the right, in its sole discretion, to make any changes to the SaaS or Software as and when developed for general release, including adding or removing features to maintain or enhance them or to comply with applicable law; *provided, that* no such change will materially degrade the functionality of the SaaS or Software ("**Updates**"). Company will use commercially reasonable efforts to notify Customer within a reasonable time prior to any Update in Software and make available Documentation adequate to inform Customer of the material problems resolved and any material operational differences resulting from it. Company may implement Updates for SaaS on an ongoing basis. Company will provide Updates to Software which, unless otherwise agreed by the parties, Customer will be solely responsible for installing in accordance with the Documentation. Company will provide the Support Services only for the most current release and the one immediately preceding major release of any Software. Updates do not include any release, option or future product that Company licenses, sells or makes available separately. Notwithstanding anything to the contrary in the Agreement, Company may cease providing any SaaS, Software or Hardware, or Support Services for them, upon at least 12 months advance notice to Customer.

12. **Third Party Products and Services.**

12.1. **Fees.** Customer is solely responsible for, and none of the fees set forth herein shall be deemed to cover, any amounts owed to third parties engaged by Customer in connection with the access to, or use of, the SaaS, Software or Hardware ("**Third Party Vendors**") to deliver products or services integrated into, accessing data in, receiving data from, or providing data to, the SaaS, Software or Hardware ("**Third Party Products and Services**").

12.2. **Requested by Customer.** If Customer engages a Third Party Vendor to deliver Third Party Products and Services, Customer agrees to obtain Company's prior consent to such integration, access, receipt or provision ("**Transfer**"). If Customer requests a Transfer, Customer represents, warrants and agrees that: (i) Company, in its sole and absolute discretion, shall have the right to agree to such Transfer or decline to do so; (ii) Company shall have no liability, and makes no representation, with respect to such Third Party Products and Services; and (iii) installation, if any, of such Third Party Products or Services by Company shall constitute Professional Services, a condition of which shall be the execution of an Order for such Professional Services. Upon termination of Customer's agreement with a Third Party Vendor, Customer immediately shall terminate Third Party Vendor's access to the SaaS, Software and Hardware and notify Company of such termination. If the Third Party Products and Services result in the sharing of Customer Data with Third Party Company, Customer consents to the sharing by Company and its affiliates of Customer Data with such Third Party Vendor for the sole purpose of Third Party Vendor's delivery of the Third Party Products and Services and represents that such sharing does not violate any agreement, law or regulation.

12.3. **Provided Through Company.** As further provided in this Agreement, (i) Third Party Products and Services may be provided through Company, (ii) no warranties are made by Company with respect to such Third Party Products and Services, (iii) Company disclaims all liability for such Third Party Products and Services, (iv) Support Services do not cover Third Party Products and Services; and (v) support and maintenance fees, and other terms and conditions, for Third Party Products and Services are established by Third Party Vendors and all rights granted hereunder are expressly limited by and subject to any such terms and conditions.

13. **Security.** Company will implement administrative, physical and technical safeguards reasonably designed to protect information that Customer provides or for which Customer provides access to Company, or information that Company creates or obtains on behalf of Customer, in accordance with this Agreement that (i) directly or indirectly identifies an individual including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers ("**Personal Information**") from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage and otherwise will comply with applicable law, in its creation, collection, receipt, access, use, storage, disposal and disclosure of Personal Information in accordance with applicable law relating to privacy and security. If, in the course of its performance under this Agreement, Company has access to or will collect, access, use, store, process, dispose of, or disclose credit, debit or other payment cardholder information on Customer's behalf, Company will comply with the Payment Card Industry Data Security Standard ("**PCI DSS**") requirements, including remaining aware at all times of material changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Company's sole cost and expense.

14. **Backup.** Company shall conduct or have conducted nightly backups of Customer Data in the SaaS and store such backup Customer Data in a commercially reasonable location and manner. On written notice from Customer no more than once annually, Company shall provide Customer with a copy of such Customer Data in a commercially reasonable format maintained by Company. In the event of any loss, destruction, damage, or corruption of Customer Data caused by the SaaS, Company will use commercially reasonable efforts to restore

the Customer Data from Company's then most current backup of such Customer Data.

15. **Audits.** Each party agrees to maintain complete and accurate records during the Term and for a period of six months thereafter with respect to matters necessary for accurately determining amounts due hereunder. Upon one party's request, the other party shall subject to Government security requirements make such records available during normal business hours for audit by the requesting party or its independent accountant; *provided, that* the requesting party shall: (i) provide the other party with at least seven days prior written notice of such audit; (ii) undertake an audit no more than once per calendar year; and (iii) conduct or cause to be conducted such audit in a manner designed to minimize disruption of other party's normal operations. If such audit reveals an underpayment of fees, Customer promptly shall pay the amounts underpaid. In no event will Customer have the right to audit any third party including, but not limited to, Amazon Web Services that does not permit such an audit.

16. **Miscellaneous.**

16.1. **Resale.** Company represents and warrants it is a subsidiary of GTY Technology Holdings Inc. ("**GTY**") and an authorized reseller of products and services produced and provided by other subsidiaries of GTY.

16.2. **Relationship.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties.

16.3. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the parties as set forth below (or to such other address that may be designated by the party giving Notice in accordance with this section):

If to Customer:	[CUSTOMER NAME]	If to Company:	[BUSINESS UNIT NAME]
	[PHYSICAL ADDRESS]		[PHYSICAL ADDRESS]
	Email: [EMAIL ADDRESS]		Email: [EMAIL ADDRESS]
	Attention: [TITLE]		Attention: [TITLE]

All Notices must be delivered by personal delivery, nationally recognized courier (with all fees pre-paid), or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Notice is effective upon receipt by the receiving party.

16.4. **Publicity.** Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party, which consent shall not be unreasonably withheld; *provided, however,* that Company may, without Customer's consent, include Customer's name and other indicia in its lists of Company's current or former customers of Company in promotional and marketing materials to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

16.5. **Assignment.** Neither party may assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section will be null and void. Company may from time to time in its discretion engage third parties and any facilities used for provision of SaaS may be owned or operated by Company, or a Company affiliate or a third party, or any combination of such facilities, as determined by Company (each, a "**Subcontractor**"); *provided, that* Company will remain responsible and liable for the actions or omissions of any Subcontractor in such performance.

16.6. **Amendment.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver

thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

- 16.7. **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 16.8. **Force Majeure.** Excusable delays shall be governed by FAR 552.212-4(f).
- 16.9. **Law and Venue.** This Agreement is governed by and construed in accordance with the Federal laws of the United States.
- 16.10. **Entirety.** This Agreement, including exhibits, Orders and SOWs and other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its exhibits; (ii) second, the exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.
- 16.11. **Execution.** This Agreement and any Order or SOW may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement or any Order or SOW delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

[BUSINESS UNIT NAME]

[CUSTOMER NAME]

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

ORDER

THIS ORDER, effective as of the date when both parties have signed (the “**Order Effective Date**”), is subject to and made a part of the Technology Transformation Agreement between [BUSINESS UNIT NAME] (“**Company**”), a GTY technology company, and [CUSTOMER NAME] (“**Customer**”) effective [MONTH] [DAY], [YEAR] (“**Agreement**”). Capitalized terms not defined in this Order have the meanings given them in the Agreement.

1. **Products, Services and Fees.** Subject to the terms and conditions of the Agreement, Company will provide and Customer will obtain the following products and services and Customer will pay the following Fees:

DESCRIPTION	QUANTITY	ONE-TIME FEE		MONTHLY FEE		ANNUAL FEE	
		Amount	Due	Amount	Due	Amount	Due

TOTAL FEES: _____

2. **Due Date.** Fees for SaaS and Subscription Software are payable monthly in arrears commencing on the Order Effective Date for such SaaS or Subscription Software.[Fees for Professional Services are payable according to the payment milestones set out in the corresponding Order Form.
3. **Term.** Unless earlier terminated as set forth in the Agreement, (i) the initial term of this Order shall begin on the Order Effective Date and continue for [NUMBER OF MONTHS] after the Order Effective Date (the “**Initial Term**”) and (ii) after the Initial Term, this Order may be renewed on a year-to-year basis until so terminated by both parties executing an order or order option in writing (each, a “**Renewal Term**”).
4. **SOW.** If this Order provides for Professional Services, it incorporates the attached SOW further describing such Professional Services.
5. **Reserved.**

IN WITNESS WHEREOF, the parties hereto have executed this Order as of the Order Effective Date.

[BUSINESS UNIT NAME]

[CUSTOMER NAME]

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

Exhibit B

STATEMENT OF WORK

THIS STATEMENT OF WORK ("SOW"), effective as of the last signature date set forth below (the "**SOW Effective Date**"), is a part of and incorporated into the Technology Transformation Agreement between [BUSINESS UNIT NAME] ("**Company**"), a GTY technology company, and [CUSTOMER NAME] ("**Customer**") effective [MONTH] [DAY], [YEAR] ("**Agreement**"). Capitalized terms not defined in this SOW have the meanings given them in the Agreement.

1. **Professional Services.** Company shall provide the following Professional Services under this SOW:
 - 1.1.
 - 1.2.
 - 1.3.
2. **Assumptions and Dependencies.** In addition to the assumptions and dependencies set forth in the Agreement, the terms and conditions of this SOW are subject to the following:
 - 2.1.
 - 2.2.
 - 2.3.
3. **Fees.** In full compensation for the Professional Services under this SOW, Customer shall pay Company an amount equal to _____ upon delivery of [DESCRIPTION OF DELIVERABLE].
4. **Term.** This SOW shall be effective on _____, 2___ and shall expire on _____, 2___, unless terminated as provided in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this SOW as of the SOW Effective Date.

[BUSINESS UNIT NAME]

[CUSTOMER NAME]

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

Exhibit C

SaaS SERVICE LEVEL EXHIBIT

THIS SaaS SERVICE LEVEL EXHIBIT is part of the Technology Transformation Agreement to which it is attached.

1. **SaaS Service Levels.** Subject to the terms and conditions of the Agreement, Company will use commercially reasonable efforts to make the SaaS available at least 99.5% of the time as measured over the course of each calendar month during the Term (each such calendar month, a "**Service Period**"), excluding unavailability because of any Exception described below (the "**Availability Requirement**"). "**Service Level Failure**" means a material failure of the Services to meet the Availability Requirement. "**Available**" means the SaaS is available for access and use by Customer and its Authorized Users over the internet and is operating in accordance with the Documentation in all material respects. The SaaS is not considered Available in the event of a material performance degradation or inoperability of the SaaS.

2. **Exceptions to Availability.** Company will use commercially reasonable efforts to: (i) schedule downtime for routine maintenance of the SaaS between the hours of 7:00 p.m. and 12:00am a.m., PST Time; (ii) give Customer at least 24 hours prior notice of such downtime; and (iii) schedule such downtime to occur no more than once every three weeks and for no longer than 5 hours each week ("**Scheduled Downtime**"). No period of SaaS degradation or inoperability will be included in calculating Availability to the extent it is caused by any of the following ("**Exceptions**"): (a) Scheduled Downtime; (b) act or omission by Customer or any Authorized User or access to or use of the SaaS by Customer or any Authorized User, or using Customer's or an Authorized User's access credentials, that does not comply with the Agreement and the Documentation; (c) Customer Failure; (d) Customer's or its Authorized User's internet connectivity; (e) Force Majeure Event; (f) failure, interruption, outage, or other problem with any software, hardware, system, network, facility or other item not provided by Company pursuant to this Agreement; (g) disabling, suspension or termination of the SaaS pursuant to Section 2.3 (Late Payments) of the Agreement; or (h) emergency maintenance, when a critical system update must be applied quickly to avoid significant downtime (including, without limitation, hardware patches that address server vulnerabilities or a critical software update).

3. **SaaS Service Credits.** In the event of a Service Level Failure, Company shall issue a credit to Customer in the amount of 10% of the monthly Fees for the SaaS due for the Service Period in which the Service Level Failure occurred (each a "**Service Credit**"); *provided, that* payment of Fees by Customer under the Agreement is not past due and Customer (i) requests such Service Credit in writing within 30 days of the end of the calendar month in which such Service Level Failure occurred, (ii) includes in such request the nature of, and date and time of such Service Level Failure, (iii) such Service Level Failure is verified by Company. Any Service Credit will be applied to an invoice for the SaaS applicable to the next Renewal Term. This SaaS Service Level Exhibit sets forth Company's sole obligation and liability and Customer's sole remedy for any Service Level Failure.

Exhibit D

SUPPORT SERVICE LEVEL EXHIBIT

THIS SUPPORT SERVICE LEVEL EXHIBIT is part of the Technology Transformation Agreement to which it is attached.

1. **Report.** Customer shall promptly report any reproducible failure of the SaaS, Software or Hardware to perform in substantial conformity with the Documentation (an “**Error**”) to [WEBSITE AND PHONE NUMBER] and provide Company with reasonable detail of the nature and circumstances of the Error (“**Report**”).
2. **Response.** Company shall use commercially reasonable efforts to provide an initial communication to Customer regarding a Report (“**Response**”) within the following times for the following types of Errors:

TYPE	DEFINITION	RESPONSE
Critical	Causes the SaaS, Software or Hardware not to operate and has a critical impact on Customer’s business operations.	Within [NUMBER] hours of Company’s receipt of Report, 24 hours a day, seven days a week
High	Results in a lack of SaaS, Software or Hardware functionality and materially degrades significant aspects of Customer’s business operations.	Within [NUMBER] hours of Company’s receipt of Report, 24 hours a day, seven days a week
Normal	Impairs the performance of the SaaS, Software or Hardware but does not substantially affect Customer’s business operations.	Within [NUMBER] hours between [INSERT COMPANY’S NORMAL BUSINESS HOURS] (“ Business Hours ”) of Company’s receipt of Report
Low	Routine request for assistance or information.	Within [NUMBER] hours during Business Hours of Company’s receipt of Report

3. **Resolution.** Company shall use commercially reasonable efforts to resolve each Error through modification, workaround or other means.
4. **Exceptions.** Company has no obligation to provide Support Services relating to Errors that, in whole or in part, arise out of or result from any of the following: (i) SaaS, Software or Hardware, or the media on which Software is provided, is modified or damaged by Customer or any third party; (ii) any operation or use of, or other activity relating to, the SaaS, Software or Hardware other than as specified in the Documentation, including any incorporation in the SaaS or Software of, or combination, operation or use of the SaaS or Software in or with, any technology or service not specified for Customer’s use in the Documentation, unless otherwise expressly permitted in writing by Company; (iii) any materials or information, in any form or medium, that are not proprietary to Company, including any third party materials or information; (iv) any negligence, abuse, misapplication, or misuse of the SaaS, Software Hardware other than by Company employees, agents or independent contractors (“**Company Personnel**”), including any Customer use of the Software other than as specified in the Documentation, or expressly authorized in writing by Company; (v) any Customer Failure, including Customer’s failure to promptly install any Update that Company has previously made available to Customer, failure to use the current version of the Software or inadequate training not caused by the Professional Services ; (vi) the operation of, or access to, a third party’s system or network; (vii) any relocation, installation or integration of the SaaS, Software or Hardware other than by Company personnel; (viii) any beta software or software as a service, software or software as a service that Company makes available for testing, training or demonstration purposes, temporary software or software as a service modules or software or software as a service for which Company does not receive a fee; (ix) any breach of or noncompliance with any material provision of this Agreement by Customer or any of its Representatives; or (x) any Force Majeure Event (including abnormal physical or electrical stress).
5. **Discontinuance and Reinstatement.** If Customer elects to discontinue Support Services at any time or Company discontinues Support Services because of Customer's failure to pay Support Services Fees, then Customer will cease to have any right to Support Services. If Customer subsequently desires to reinstate such Support Services and receive the applicable Updates, then Customer must pay any past due Support Services Fees and a reinstatement fee negotiated by the parties.

Exhibit E

HARDWARE EXHIBIT

- 1. **Reserved.**