

SOFTWARE SERVICES AGREEMENT

1. GENERAL.

The following terms and conditions (“Terms and Conditions”) provide for terms that are common to this Agreement, including all Ordering Documents and Schedules. In the event of a conflict between these Terms and Conditions and any Ordering Document or Schedule, these Terms and Conditions will control, unless expressly stated to the contrary in the Ordering Document or Schedule. The Signature Page, any Statement of Work, and any other ordering document incorporating these Terms and Conditions by reference are individually and collectively referred to as “Ordering Document(s).”

2. SERVICES.

2.1 General. All services provided by Lineaje Inc. under this Agreement (“Services”), including the Software Services, will be provided to Customer according to these Terms and Conditions, the Ordering Documents, and all schedules, exhibits, or other attachments made a part of this Agreement.

2.2 Services Delivery. Except as otherwise set forth on an applicable Ordering Document, Lineaje Inc. may provide the Services from any facility and may from time to time transfer any or all of the Services being provided hereunder to any new facility(ies) or relocate the personnel, equipment and other resources used in providing those Services.

3. SOFTWARE SERVICES.

3.1 Software Services. Lineaje Inc. will provide Customer, and its authorized employees, contractors and other personnel authorized by Customer (“End Users”) up to the number of End Users identified on the applicable Ordering Document, with access to the software products and related services provided by Lineaje Inc. via a web browser (or mobile application) and identified on the applicable Ordering Document (“Software Services”). During the Term and subject to Customer’s compliance with this Agreement, Lineaje Inc. grants Customer the non-exclusive, nontransferable, non-assignable, and limited right to allow End Users to remotely access the Software Services for Customer’s internal business purposes in accordance with the terms of this Agreement. To the extent any software is made available to Customer in object code form, such software shall also constitute Software Services under this Agreement, and Lineaje Inc. grants Customer the non-exclusive, nontransferable, non-assignable, and limited right to install and allow End Users to use such software for Customer’s internal business purposes in accordance with the terms of this Agreement.

3.2 Restrictions. Customer shall not lease, license, sell, sublicense, or otherwise transfer access to or use of the Software Services. The Software Services may only be used by Customer and End Users (and only the number of End Users authorized on the applicable Ordering Document). In addition, the Customer shall not modify, create derivative works of, or attempt to decipher, decompile, disassemble or reverse engineer the Software Services. Nothing in this Agreement confers upon either party any right to use the other party’s Marks, except in Lineaje Inc.’s performance of the Services. All use of such Marks by either party will inure to the benefit of the owner of such Marks, use of which will be subject to specifications controlled by the owner.

4. PROFESSIONAL SERVICES.

4.1 Professional Services. Lineaje Inc. may provide integration, implementation, managed or other professional services (each to the extent identified as professional services on a Statement of Work, “Professional Services”) and Deliverables to Customer as set forth in a Statement of Work. “Deliverables” means all Creations that are delivered to Customer by or on behalf of Lineaje Inc. as a part of the Professional Services, together with any items identified as such in a Statement of Work. “Creations” means any tangible or intangible thing or information, in any language, format or medium now existing or hereafter developed, and all tangible embodiments thereof, whether or not such creation is or may in the future be protected under any intellectual property right or considered Confidential Information, including ideas, creations, inventions, discoveries, innovations, industrial models, improvements, designs, methods, processes, formulae, works of authorship, products, compositions, displays, models, prototypes, samples, findings, documentation, specifications, abstracts, research and development information, know-how, procedural knowledge, industrial property, utility models, data, databases, metadata, industrial designs, mask works, Confidential Information, content, lists, electronic data files, training materials and manuals, user guides, drawings, techniques, computer software (in object, source, interpreted or other code forms), modifications to software or documentation, business information, business plans, technical knowledge, technical information, maintenance information, brochures, labels, papers, records, text, sound recordings, videos, pictures, photographs, audiovisual works, pictorial reproductions, drawings, or other graphical representations, and all other items with similar characteristics.

4.2 Change Orders. If either party wishes to change the scope or performance of the Professional Services, it shall submit details of the requested change to the other in writing. Lineaje Inc. shall, within a reasonable time after such request, provide a written estimate to Customer of: (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Professional Services arising from the change; (c) the likely effect of the change on the Professional Services; and (d) any other impact the change might have on the performance of this Agreement. Promptly after receipt of the written estimate, the parties shall negotiate in good faith the terms of such change (when mutually agreed in writing, a “Change Order”). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

5. RIGHTS RESERVED. Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the “Customer Materials” (as defined in an applicable Statement of Work, if applicable), including all intellectual property rights therein. Lineaje Inc. shall have no right or license to use any Customer Materials except during the Term to the extent necessary to provide Professional Services to Customer. All other rights in and to the Customer Materials are expressly reserved by Customer. All right, title and interest, including all intellectual and proprietary rights, in and to the Software Services, Deliverables, and all Lineaje Inc. service marks, trademarks, trade names, logos, and any modifications to the foregoing (“Marks”) (and all suggestions, feedback, contributions,

SOFTWARE SERVICES AGREEMENT

enhancements, improvements, additions, modifications, or derivative works thereto and copies thereof) will remain in possession of Lineaje Inc.. Customer acknowledges that the Software Services in source code form is the Confidential Information of Lineaje Inc. and that the source code is not licensed to Customer by this Agreement or any Schedule and will not be provided by Lineaje Inc.. No right or implied license or right of any kind is granted to Customer regarding the Services, including any right to use, reproduce, market, sell, translate, distribute, transfer, adopt, disassemble, decompile, reverse engineer the Software Services or the documentation thereof, or any portions thereof, or obtain possession of any source code or other technical material relating to the Software Services.

6. FEES AND PAYMENT TERMS.

6.1 Services Fees. For the Services provided under this Agreement, Customer will pay Lineaje Inc. the fees in the amounts set forth on the applicable Ordering Document. Unless otherwise set forth on the applicable Ordering Document, (1) all monthly minimum amounts shall be paid annually in advance (i.e. amount equal to first 12 months of monthly minimums invoiced as of the Effective Date), (2) other applicable fees will be invoiced to Customer monthly in advance and (3) any usage-based overages will be invoiced monthly in arrears, and each of the foregoing are payable (i) immediately upon invoice if Customer's payment method is on file with Lineaje Inc., or (ii) if no payment method has been provided to Lineaje Inc., within thirty (30) days of invoice receipt date. All fees paid and expenses reimbursed under this Agreement will be in United States currency.

6.2 Late Fees. Customer will pay a late fee 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.

6.3 Taxes. Lineaje Inc. 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). This section will not apply to taxes based solely on Lineaje Inc.'s income.

Offset. Fees and expenses due from Customer under this Agreement may not be withheld or offset by Customer against other amounts for any reason.

7. CUSTOMER OBLIGATIONS.

7.1 Technical Requirements. Customer must have required equipment, software, and Internet access to be able to use the Software Services. Acquiring, installing, maintaining and operating equipment and Internet access is solely Customer's

responsibility. Lineaje Inc. neither represents nor warrants that the Software Services will be accessible through all web browser releases.

7.2 Use of Software Services. Customer shall not and shall not permit others in using the Software Services to: (i) defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as rights of privacy, publicity and intellectual property) of others or Lineaje Inc.; (ii) publish, ship, distribute or disseminate any harmful, inappropriate, profane, vulgar, infringing, obscene, false, fraudulent, tortuous, indecent, unlawful, immoral or otherwise objectionable material or information (including any unsolicited commercial communications); (iii) publish, ship, distribute or disseminate material or information that encourages conduct that could constitute a criminal offense or give rise to civil liability; (iv) engage in any conduct that could constitute a criminal offense or give rise to civil liability for Lineaje Inc.; (v) misrepresent or in any other way falsely identify Customer's identity or affiliation, including through impersonation or altering any technical information in communications using the Software Services; (vi) transmit or upload any material through the Software Services contains viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing Lineaje Inc.'s, or any other person's or entity's, network, computer system, or other equipment; (vii) interfere with or disrupt the Software Services, networks or servers connected to the Lineaje Inc. systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering any of the information submitted through the Software Services; (viii) attempt to gain unauthorized access to the Software Services, other Lineaje Inc. customers' computer systems or networks using the Software Services through any means; or (ix) interfere with another party's use of the Software Services, including any parties Customer has done business with or choose not to do business with through the Software Services. Lineaje Inc. has no obligation to monitor Customer's use of the Software Services. However, Lineaje Inc. may at any time monitor, review, retain and disclose any information as necessary to satisfy or cooperate with any applicable law, regulation, legal process or governmental request. Customer shall use commercially reasonable efforts, including reasonable security measures relating to administrator account access details, to ensure that no unauthorized person may gain access to the Services.

7.3 Compliance with Law. Customer agrees not to use (and will use its best efforts not to allow its End Users to use) the Software Services for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others. The Customer is solely responsible for any and all improper use of the Software Services that occurs as a direct or indirect result of any act or omission of Customer. Customer will notify Lineaje Inc. immediately of any unauthorized use of the Software Services or any other breach of security that is known or suspected by Customer.

7.4 Professional Services. With respect to any Professional Services, Customer shall have the following obligations set forth in this Section 7.4.

SOFTWARE SERVICES AGREEMENT

a. *Customer Contract Manager.* Customer shall cooperate with Lineaje Inc. in all matters relating to the Professional Services and appoint a Customer employee to serve as the primary contact with respect to this Agreement (the “Customer Contract Manager”).

b. *Access and Assistance; Customer Materials.* Customer shall provide subject to Government security requirements such access to Customer’s premises, facilities, and computer systems and networks as may reasonably be requested by Lineaje Inc. for the purposes of performing the Professional Services. Customer shall respond promptly to any Lineaje Inc. request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Lineaje Inc. to perform the Professional Services. Customer shall provide such Customer Materials as set forth in the applicable Statement of Work or as Lineaje Inc. may reasonably request in order to carry out the Professional Services, in a timely manner, and ensure that it is complete and accurate in all material respects.

c. *Delay in Performance.* If Lineaje Inc.’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Lineaje Inc. shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay, and Lineaje Inc.’s obligation to perform will be extended by the same number of days as Customer’s contingent action is delayed.

NON-DISCLOSURE AND CONFIDENTIALITY.

8.1 Disclosure. Each party may disclose to the other party certain Confidential Information of such party or of such party’s associated companies, distributors, licensors, suppliers, or customers. “Confidential Information” means any information that is of value to its owner and is treated as confidential, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing; “Disclosing Party” refers to the party disclosing Confidential Information hereunder, whether such disclosure is directly from Disclosing Party or through Disclosing Party’s employees or agents; and “Recipient” refers to the party receiving any Confidential Information hereunder, whether such disclosure is received directly or through Recipient’s employees or agents.

8.2 Requirement of Confidentiality. The Recipient agrees: (a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party, provided that the Recipient may disclose the Confidential Information of the Disclosing Party to its, and its affiliates, officers, employees, consultants and legal advisors who have a “need to know”, who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 8;

(b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations or as otherwise authorized under the Agreement; and (c) to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing

Party. The customer acknowledges that the Software Services and documentation are the Confidential Information of Lineaje Inc.. The obligations in this Section 8 shall survive termination and continue for so long as the applicable information constitutes Confidential Information. Confidential Information shall not include information that: (a) is already known to the Recipient without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Recipient; (c) is developed by the Recipient independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Recipient from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

8.3 Compelled Disclosure. If the Recipient becomes legally compelled to disclose any Confidential Information, the Recipient shall provide: (a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at the Disclosing Party’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Recipient remains required by law to disclose any Confidential Information, the Recipient shall disclose no more than that portion of the Confidential Information which, on the advice of the Recipient’s legal counsel, the Recipient is legally required to disclose and, upon the Disclosing Party’s request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. Lineaje Inc. 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.

8.4 Customer Data; Data Use. “Customer Data” means information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly from Customer or an End User by or through the Services, but does not include any data collected, downloaded or otherwise received, directly or indirectly from any other user of the Services. Customer hereby grants to Lineaje Inc. a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate Customer Data to the extent reasonably required for the performance of Lineaje Inc.’s obligations and the exercise of Lineaje Inc.’s rights under this Agreement. Customer warrants to Lineaje Inc. that Customer has the right to provide such Customer Data to Lineaje Inc. in accordance with this Agreement. Additionally, Customer agrees that data derived by Lineaje Inc. from Lineaje Inc.’s performance of the Services or input by or feedback from Customer may be used for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. The results of such analysis (“De-identified Data”) may be used by Lineaje Inc. for any lawful purpose both during and following the Term. Notwithstanding anything contained in this Agreement, De-identified Data shall not contain

(i) any Confidential Information of Customer, (ii) any information that identifies or can be reasonably used to identify an individual person, (iii) any information that identifies or can be reasonably used to identify Customer or its affiliates and their suppliers, or (iv)

SOFTWARE SERVICES AGREEMENT

any information that identifies or can be reasonably used to identify any activities or behaviors of Customer.

SOFTWARE SERVICES AGREEMENT

8.5 Information Sharing. Notwithstanding anything herein to the contrary, Customer acknowledges that the Services enable certain information sharing, both publicly and with other users of the Services. Customer can publish their “software bill of materials” (“SBOM”) (i.e. “Publish a SBOM Publicly”), in which case such information (and all Customer Data therein) will be published and available to any other company or individual that searches for it. Customer may also be able to share their SBOM privately with another customer or user of the Services, in which case such information (and all Customer Data therein) may be shared by Lineaje Inc. or the Service with such other customer or user. In each event, recipients of the SBOM information may use such information freely in their sole discretion.

LIMITED WARRANTY. Lineaje Inc. represents and warrants that it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Software Services will perform substantially in accordance with the documentation under normal use and circumstances. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION 9, EACH PARTY DISCLAIMS ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO THE OTHER PARTY REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY Lineaje Inc.. NO WARRANTY IS MADE THAT USE OF THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED, THAT ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES FUNCTIONALITY WILL MEET CUSTOMER’S REQUIREMENTS.

LIMITATION OF LIABILITY.

Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE, REVENUE, PROFIT, OR DATA, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Liability Cap. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL EITHER PARTY’S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE

AGGREGATE AMOUNTS PAID OR PAYABLE TO Lineaje Inc. PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10.3 Exceptions. The exclusions and limitations in Section 10.1 and Section 10.2 shall not apply to: (a) damages or other liabilities arising out of or relating to a party’s failure to comply with its obligations under Section 8 (Non-Disclosure and Confidentiality); or (b) a party’s obligations under Section 12 (Indemnification). 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.

INDEMNIFICATION.

Lineaje Inc. Indemnification. Lineaje Inc. shall have the right to intervene to defend Customer and its officers, directors, employees, agents, successors and permitted assigns against any third party claim, suit, action or proceeding (each, an “Action”) based on a claim that Customer’s receipt or use of the Services in accordance with this Agreement infringes any intellectual property right or misappropriates any trade secret of a third party, and shall pay all settlements entered into and damages awarded against Customer to the extent based on such an Action; provided, however, that Lineaje Inc. shall have no obligations under this Section with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications or other materials provided by Customer to Lineaje Inc.; (b) use of the Services in combination with any materials or equipment not supplied to Customer or specified by Lineaje Inc. in writing; or (c) any modifications or changes made to the Services by or on behalf of any person or entity other than Lineaje Inc.. If the Services, or any part thereof, become, or in the opinion of Lineaje Inc. may become, the subject of a claim of infringement or misappropriation, Lineaje Inc. may, at its option: (i) procure for Customer the right to use such Services free of any liability; (ii) replace or modify the Services to make them non-infringing; or (iii) terminate this Agreement and refund to Customer any portion of the fees prepaid by Customer for the infringing Services.

Indemnification Procedures. The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party’s sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party’s sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party’s prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party’s failure to perform any obligations under this Section shall not relieve the indemnifying party of its obligations except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

13. TERM AND TERMINATION.

Initial Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect for the

SOFTWARE SERVICES AGREEMENT

initial term set forth on the applicable Ordering Document (“Initial Term”), unless earlier terminated as provided for below. Thereafter, except with respect to any Statements of Work (which shall expire in accordance with their terms), the Initial Term may be renewed for successive periods of one (1) year each (each a “Renewal Term” and together with the Initial Term, the “Term”) by executing a written order for the Renewal Term

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, Lineaje Inc. 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 dispute resolution.

13.3 **Termination of Statement of Work.** Either party may terminate any outstanding Statement of Work without terminating the entire Agreement in accordance with the Disputes Clause (Contract Disputes Act) if the other party commits a material breach of such Statement of Work and such breach remains uncured 30 days after written notice thereof is delivered to the other party.

Effect. Upon termination of this Agreement for any reason, all rights and licenses granted by Lineaje Inc. hereunder to Customer will immediately cease. Within thirty (30) days after termination or expiration of this Agreement, each party shall return or destroy the Confidential Information of the other party.

Survival. Termination of this Agreement or any Schedule will not affect the provisions regarding Lineaje Inc.’s or Customer’s treatment of Confidential Information, provisions relating to the payments of amounts due, indemnification provisions, provisions limiting or disclaiming Lineaje Inc.’s liability, or any other terms which by their nature should survive, which provisions will survive such termination.

GENERAL. We operate in California

14.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the Federal laws of the United States without giving effect to any choice or conflict of law provision or rule.

14.2 **Conflicting Terms.** Notwithstanding the content of any Customer purchase order or any other document or record, whether in writing or electronic, relating to the subject matter of this Agreement, the terms of this Agreement shall govern and any conflicting, inconsistent, or additional terms contained in such documents shall be null and void.

14.3 **Notice.** All communications required or otherwise provided under this Agreement shall be in writing and shall be deemed given when delivered (i) by hand, (ii) by registered or certified mail, postage prepaid, return receipt requested; or (iii) by a nationally recognized overnight courier service; to the address set forth on the applicable Ordering Document, as may be amended by the parties by written notice to the other party in accordance with this Section 14.3.

Assignment. Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14.5 **Interpretation.** For purposes of this Agreement, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party than against another.

SOFTWARE SERVICES AGREEMENT

14.6 Severability. In case any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

14.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto.

14.8 Amendment; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14.9 Force Majeure. In accordance with GSAR 552.212-4(f), Neither party shall be liable for delay or failure in performing any of its obligations hereunder due to causes beyond its reasonable control, including an act of nature, war, natural disaster, governmental regulations, terrorism, communication or utility failures or casualties or the failures or acts of third parties.

14.10 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

14.11 Relationship of Parties. Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute one party as agent of the other, for any purpose whatsoever, and neither party shall have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose.

14.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

SOFTWARE SERVICES AGREEMENT

Support Services Schedule

Support Service Responsibilities

Lineaje Inc. shall provide support services (collectively, “Support Services”) for the Software Services in accordance with the provisions of this Schedule. The Support Services are included in the Software Services, and Lineaje Inc. shall not assess any additional fees, costs or charges for such Support Services.

Lineaje Inc. shall use commercially reasonable efforts to:

- (a) correct all failures of any Software Services to be available or otherwise perform in accordance with this Agreement (“Service Errors”) in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming.
- (b) provide online ticket support during the hours of 8 a.m. to 5 p.m. Pacific Time on business days.
- (c) Provide online access to technical support bulletins and other user support information and forums, to the full extent Lineaje Inc. makes such resources available to its other customers; and
- (d) Respond to and Resolve Support Requests as specified below.

Service Monitoring and Management

Lineaje Inc. shall use commercially reasonable efforts to continuously monitor and manage the Software Services to enable Availability that meets or exceeds the Availability Requirement.

Service Maintenance

Lineaje Inc. shall use commercially reasonable efforts to maintain the Software Services in order to enable Availability that meets or exceeds the Availability Requirement. Such maintenance services shall include using commercially reasonable efforts to provide to Customer:

- (a) all updates, bug fixes, enhancements, new releases, new versions and other improvements to the Software Services, that Lineaje Inc. provides at no additional charge to its other similarly situated customers; and
- (b) all such services and repairs as are required to maintain the Software Services or are ancillary, necessary or otherwise related to Customer’s or its End Users’ access to or use of the Software Services, so that the Software Services operate properly in accordance with this Agreement.

Support Service Level Requirements

Lineaje Inc. shall use commercially reasonable efforts to correct all Service Errors and respond to and Resolve all Support Requests in accordance with the required times and other terms and conditions set forth below (“Support Service Level Requirements”).

Support Requests

Customer shall submit its requests for Service Error corrections and they will be classified in accordance with the descriptions set forth in the chart below (each a “Support Request”). Customer shall notify Lineaje Inc. of Support Requests by e-mail, telephone or such other means as the parties may hereafter agree to in writing.

Support Request Classification	Description:
Critical Service Error	Any Service Error Comprising or Causing any of the Following Events or Effects <ul style="list-style-type: none">● Issue affecting entire system or single critical production function;● System down or operating in materially degraded state; or● Widespread access interruptions.
High Service Error	<ul style="list-style-type: none">● Primary component failure that materially impairs its performance; or● Data entry or access is materially impaired on a limited basis.
Medium Service Error	<ul style="list-style-type: none">● Software Services are operating with minor issues that can be addressed with a work around.
Low Service Error	<ul style="list-style-type: none">● Request for assistance, information, services that are routine in nature, or updates that are desired but do not impair system operation or functionality.

SOFTWARE SERVICES AGREEMENT

Response and Resolution Time Service Levels

Response and Resolution times will be measured from the time Lineaje Inc. receives a Support Request until the respective times Lineaje Inc. has (i) responded to, in the case of response time and (ii) Resolved such Support Request, in the case of Resolution time. "Resolve" (including "Resolved", "Resolution" and correlative capitalized terms) means that, as to any Service Error, Lineaje Inc. has provided Customer the corresponding Service Error correction. Lineaje Inc. shall use commercially reasonable efforts to respond to and Resolve all Service Errors within the following times based on the severity of the Service Error:

Support Request Classification	Response Time	Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time)
Critical Service Error	4 hour	1% of the Software Services fees for the month in which the initial Service Level Failure begins.
High Service Error	2 hour	1% of the Software Services fees for the month in which the initial Service Level Failure begins.
Medium Service Error	1 day	1% of the Software Services fees for the month in which the initial Service Level Failure begins.
Low Service Error	1 day	1% of the Software Services fees for the month in which the initial Service Level Failure begins.

Escalation

With respect to any Critical Service Error Support Request, until such Support Request is Resolved, Lineaje Inc. shall escalate that Support Request following the end of the corresponding Response Time window.

Support Service Level Credits

Failure to achieve any of the Support Service Level Requirements will constitute a Service Level Failure for which Lineaje Inc. shall issue to Customer the corresponding service credits set forth above ("**Service Level Credits**"). The parties acknowledge and agree that each of the Service Level Credits assessed: (a) are a reasonable estimate of the diminished value of the Services and compensation for the anticipated or actual harm to Customer that may arise from the corresponding Service Level Failure, which would be impossible or very difficult to accurately estimate; and (b) shall be credited or set off against any Software Services fees or other charges payable to Lineaje Inc. under this Agreement. No Service Level Credits (together with any Service Level Credits) for any month shall exceed twenty five (25%) of the total amount of Software Services fees that would be payable for that month if the Software Services were fully provided in accordance with this Agreement.

Corrective Action Plan

If two (2) or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Lineaje Inc. does or is required to perform any Software Services, Lineaje Inc. shall promptly investigate the root causes of these Service Errors and provide to Customer within five (5) business days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for Customer's review, comment and approval, which, subject to and upon Customer's written approval, shall be a part of, and by this reference is incorporated in, this Agreement as the parties' corrective action plan (the "**Corrective Action Plan**"). The Corrective Action Plan shall include, at a minimum: (x) Lineaje Inc.'s commitment to Customer to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to Resolve and prevent any further occurrences of the Service Errors giving rise to such Support Requests; (y) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (z) time frames for implementing the Corrective Action Plan. There will be no additional charge for Lineaje Inc.'s preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.

Termination Rights

If (i) four (4) or more Critical Service Errors occur during a single thirty (30) day period, (ii) eight (8) or more High Service Errors or Critical Service Hours (combined in any combination) occur during a single thirty (30) day period, (iii) eight (8) or more Critical Service Errors occur during a six (6) month period, or sixteen (16) or more High Service Errors or Critical Service Hours (combined in any combination) occur during a six (6) month period, in addition to all other remedies available to Customer, Customer may terminate this Agreement on written notice to Lineaje Inc. with no liability, obligation or penalty to Customer by reason of such termination.