

Digital Reasoning Systems Inc.
730 Cool Springs, Blvd.
Franklin, TN, 37067
<http://www.digitalreasoning.com/>

**Carahsoft Rider to Manufacturer End User License Agreements
(for U.S. Government End Users)**

1. **Scope.** This Carahsoft Rider and the Manufacturer End User License Agreement (EULA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

2. **Applicability.** The terms and conditions in the attached Manufacturer EULA (<http://www.digitalreasoning.com/eula>) are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's EULA are inconsistent with the Federal Law (*See FAR 12.212(a)*), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's contract #GS-35F-0119Y, including, but not limited to the following:
 - (a) **Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

 - (b) **Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.

 - (c) **Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

 - (d) **Audit.** During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of

the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this Agreement.

- (e) **Termination.** Clauses in the Manufacturer EULA referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

Carahsoft may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court..

- (f) **Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer EULA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) **Force Majeure.** Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- (h) **Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer EULA are hereby deemed to be deleted.
- (i) **Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer EULA are hereby deemed to be deleted.
- (j) **Customer Indemnities.** All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All Manufacturer EULA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.

- (m) **Future Fees or Penalties.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- (n) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer EULA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer EULA and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- (r) **Limitation of Liability: Subject to the following:**
- Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.
- (s) **Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.
- (t) **Public Access to Information.** Manufacturer agrees that the EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA and this Rider will be available to the public.
- (u) **Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.

MASTER LICENSE AGREEMENT

This Master License Agreement (“Agreement”) is made and entered into as of _____ (the “Effective Date”), between _____, (“Licensee”) located at _____, and Digital Reasoning Systems, Inc., located at 730 Cool Springs Blvd, Suite 110, Franklin, Tennessee 37067 (“Vendor”) (Licensee and Vendor are each a “Party” and collectively the “Parties” to this Agreement).

In consideration of the inducements, covenants, agreements and conditions herein contained, the Parties hereby agree as follows:

1. LIMITED LICENSE

- a) **Grant.** This Agreement does not by itself commit Licensee to license any software from Vendor. Rather, this Agreement merely sets forth the terms and conditions that will govern the licensing of software as a result of the execution of a License Schedule (to be designated in sequence "Exhibit A.x Term License and Maintenance and Schedule" or "Exhibit B.x Perpetual License and Maintenance and Support Schedule") by Vendor and the entity designated above as the Licensee. Vendor and either the entity designated above as the Licensee may enter into License Schedules under this Master Agreement. The entity that executes a License Schedule with Vendor shall be considered the “Licensee” for all purposes of the License Schedule; and the License Schedule shall be considered a two party agreement between Vendor and such entity. Each License Schedule shall be substantially in the form of Exhibit A.x or Exhibit B.x, shall be deemed to incorporate the provisions of this Agreement as though such provisions were set forth therein in their entirety, and shall set forth: (i) a description of the Software to be licensed; (ii) the fees to be paid by Licensee for the Software License and the related Maintenance and Support Services; and, (iii) such additional terms and conditions as may be mutually agreed upon by Vendor and the respective Licensee. Unless otherwise specified on the License Schedule, each License Schedule shall be deemed to incorporate the applicable specifications for the Software that are in effect on the date the License Schedule is executed by the relevant Licensee. In the event of a conflict between the terms of this Agreement and any License Schedule, the terms of the License Schedule will prevail with respect to the subject matter thereof. Subject to the terms and conditions of this Agreement and the relevant License Schedule(s) including all attached exhibits, Vendor grants to Licensee a revocable, non-transferable, non-exclusive non-sublicenseable license to Use during the Term (as defined below) Vendor’s Software and Documentation (the “License”). For purposes of this Agreement, “Use” means to copy, install, access, execute, operate, archive and run the Software for test, development, production, archival, emergency restart, and disaster recovery purposes. “Software” means all executables and components related to Synthesys[®], as more fully described in Exhibit A.x or Exhibit B.x, including all enhancements, Vendor Modifications, revisions, updates, any subsequent versions or releases and optional features. “Documentation” means the user's manuals and any other materials, in any form or medium, provided by Vendor to the Licensee, including all modifications, revisions, and updates, that will provide Licensee information to operate the Software.
- b) **Scope.** This Agreement authorizes Licensee to Use the Software described in Exhibit A.x or Exhibit B.x, only on the Required Software and Hardware Configuration, only for the maximum number of: (i) Users as listed in Exhibit A.x or Exhibit B.x; (ii) and servers as listed in Exhibit A.x or Exhibit B.x; or (iii) any other limitations set forth in a relevant License Schedule. Such Use shall be only for the internal operations of Licensee. “Users” means the authorized

individual user as designated by Licensee to access the Software functionality as described in the Documentation.

- c) **U.S. Government Restricted Rights.** All Vendor Software, Documentation or anything supplied by Vendor under this Agreement are commercial in nature. Any Software, Documentation or anything supplied by Vendor under this Agreement are "Commercial Items" as that term is defined in 48 C.F.R. section 252.227-7013(a)(5) and 48 C.F.R. section 252.227-7014(a)(1), and used in 48 C.F.R. section 12.212 and 48 C.F.R. section 227.7202, as applicable. Consistent with 48 C.F.R. section 12.212, 48 C.F.R. section 252.227-7015, 48 C.F.R. section 227.7202 through 227.7202-4, 48 C.F.R. section 52.227-14, and other relevant sections of the Code of Federal Regulations, as applicable. Vendor's computer software and computer software documentation are licensed to the United States Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in the Agreement. Manufacturer is Digital Reasoning Systems, Inc., 730 Cool Springs Blvd., Suite 110, Franklin, TN 37067.

2. TERM AND TERMINATION.

- a) **Term.** This Agreement shall commence as of the Effective Date designated above, and shall continue in effect thereafter until superseded or otherwise terminated by agreement of the Parties. After a License Schedule has been duly signed on behalf of the Parties to be bound thereby, it shall commence as of the Effective Date designated thereon, and shall continue in effect thereafter until the earlier of: (i) the expiration date designated thereon (if any); or (ii) the date of termination specified by either Party in accordance with the provisions below. For the avoidance of doubt, the termination of this Agreement shall not result in the termination of any License Schedule, each License Schedule being terminable only in accordance with its own provisions.
- b) **Termination.** If Licensee breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice from the Vendor or fails to pay when due any invoice rendered by Vendor and covered under this Agreement, or if Licensee becomes insolvent or if bankruptcy or receivership proceedings are initiated by or against Licensee, the Vendor shall have the right to terminate this Agreement immediately and, in addition to all other rights of the Vendor, all amounts which have become due and payable under this Agreement through the date of such termination will immediately become due and payable to Vendor.
- c) Upon termination of this Agreement, Licensee shall, for all Term License Schedules as set forth in Exhibit A.x or Exhibit B.x, discontinue all Use of the Software, Licensee shall promptly return to Vendor all copies of the Software and Documentation then in Licensee's possession, and Licensee shall give written notice to Vendor, in accordance with Section 13(k), certifying that all copies of the Software have been permanently deleted from its computers. Licensee shall remain liable for all payments due to Vendor under any License Schedule.

3. FEES AND INVOICING.

- a) **License Fee.** In consideration of the License herein granted, Licensee will pay Vendor a License Fee based on the cost and the payment schedule in Exhibit A.x or Exhibit B.x.

- b) **Implementation Plan.** Vendor may deliver to Licensee a recommended implementation plan (the "Implementation Plan") which includes tasks to be performed by Licensee and Vendor including a business analysis, installation and validation of the Software, training, and project management. Licensee will pay Vendor for services provided in instituting the Implementation Plan as Consulting Services as set forth in this Agreement.
- c) **Fees for Consulting Services.** All training services, system design services, system customization services, software development services, database administrative services, technical consultation services, or business consulting services ("Consulting Services") are provided by Vendor at an additional charge. The hourly rate for Consulting Services shall be defined in the SOW for such services. Time and materials rates for Consulting Services are based on the then current Vendor rate structure.
- d) **Incidental Costs and Expenses.** Licensee agrees to pay Vendor for all reasonable, pre-approved and necessary incidental costs and expenses associated with this Agreement, such as travel and out of pocket expenses.
- e) **Invoices.** All invoices for any fees or expenses payable under this Agreement are due twenty (20) days from the date of the invoice. Any invoice which is unpaid by Licensee when due shall be subject to a service charge of 1 1/2 % of the amount due per month.

4. CONFIDENTIALITY.

- a) **Confidential Information.** "Confidential Information" means and refers to all tangible or intangible information and materials, in any form or medium (and without regard to whether the information or materials are owned by Licensee, Vendor or by a third party), whether furnished or disclosed to Vendor or Licensee ("Disclosing Party"), or accessed, observed or otherwise obtained by Vendor from Licensee ("Receiving Party"), (pursuant to any business hereunder or in contemplation of any potential business hereunder), that satisfies at least one of the following criteria:
 - i. Information or materials related to the Disclosing Party's, or any of their respective customer's business, trade secrets, customers (including identities, characteristics and activities), business plans, strategies, forecasts or forecast assumptions, operations, methods of doing business, records, finances, assets, technology (including software, data bases, data processing or communications networking systems), data or information or materials that reveal research, technology, practices, procedures, processes, methodologies, know how, or other systems or controls by which the Disclosing Party's products, services, applications and methods of operations or doing business are developed, conducted or operated, and all information or materials derived there from or based thereon;
 - ii. Information or materials designated or identified as confidential by the Disclosing Party, whether by letter or by an appropriate proprietary stamp or legend, prior to or at the time such information or materials are disclosed by the Disclosing Party to Vendor;
 - iii. Information disclosed orally or visually, or written or other form of tangible information or materials without an appropriate letter, proprietary stamp or legend, if it would be apparent to a reasonable person that such information or materials are of a confidential or proprietary nature; or,

iv. Any information that relates to a person and that could be used, either directly or indirectly, to identify such person, whether a natural person or a legal entity ("Personal Information").

b) Duty of Care and Use Restrictions. The Receiving Party will exercise at least the same degree of care with respect to the Disclosing Party's Confidential Information that the Receiving Party exercises to protect its own Confidential Information; and, at a minimum, the Receiving Party will adopt, maintain and follow security practices and procedures that are sufficient to safeguard the Disclosing Party's Confidential Information from any: (i) unauthorized disclosure, access, use or modification; (ii) misappropriation, theft, destruction, or loss; or (iii) inability to account for such Confidential Information. Without limiting the generality of the foregoing, the Receiving Party will only use or reproduce the Disclosing Party's Confidential Information to the extent necessary to enable the Receiving Party to fulfill its obligations under this Agreement, or in the case of Licensee, to exercise its rights as contemplated by this Agreement. In addition, the Receiving Party will disclose the Disclosing Party's Confidential Information only to those of the Receiving Party's personnel who have a "need to know" such Confidential Information (and only to the extent necessary) in order to fulfill the purposes contemplated by the Agreement. The Receiving Party will ensure that each of its personnel who will be have access to Confidential Information of the Disclosing Party shall be bound to uphold the obligations of confidentiality set forth herein. The Receiving Party will not remove or transmit the Disclosing Party's Confidential Information from the Disclosing Party's premises without, in each case, obtaining the Disclosing Party's express prior written consent. If any of the Disclosing Party's Confidential Information must leave the Disclosing Party's premises (through the mail, magnetic tape, line transmission or any other communication media) in order for any contractual obligations of the Receiving Party to be performed, the Receiving Party will use, and will cause its personnel to use, the highest degree of care to safeguard such information from intrusion, tampering, theft, loss, and breaches of confidentiality. The Receiving Party will not remove any copyright nor other proprietary notice of confidentiality contained on or included in the Disclosing Party's Confidential Information, and will reproduce any such notice on any reproduction, modification or translation of the Disclosing Party's Confidential Information. If the Receiving Party becomes aware of any threatened or actual violation of the obligations or restrictions agreed to by the Receiving Party with respect to the Disclosing Party's Confidential Information, the Receiving Party will immediately notify the Disclosing Party thereof and will assist the Disclosing Party with its efforts to cure or remedy such violation. The Receiving Party will be liable to the Disclosing Party for any non-compliance by its agents or contractors to the same extent it would be liable for non-compliance by its employees.

c) Exclusions. The obligations of confidentiality assumed under this Agreement shall not apply to the extent the Receiving Party can demonstrate, by clear and convincing evidence, that such information: (i) is or has become generally known by persons engaged in the technology or financial services industries, without any breach by the Receiving Party of the provisions of this Agreement or any other applicable agreement between the Parties; (ii) was rightfully in the possession of the Receiving Party, without confidentiality restrictions, prior to such Party's receipt pursuant to this Agreement; (iii) was rightfully acquired by the Receiving Party from a third party who was entitled to disclose such information, without confidentiality or proprietary restrictions; (iv) was independently developed by the Receiving Party without using or referring to the Disclosing Party's Confidential Information; or, (v) is subject to a written agreement pursuant to which the Disclosing Party authorized the Receiving Party to disclose the subject information.

- d) **Legally Required Disclosures.** The obligations of confidentiality assumed under this Agreement shall not apply to the extent that the Receiving Party is required to disclose the Disclosing Party's Confidential Information under any applicable law, regulation or an order from a court, regulatory agency or other governmental authority having competent jurisdiction, provided that, to the extent legally allowable, the Receiving Party: (i) promptly notifies the Disclosing Party of the order in order to provide the Disclosing Party an opportunity to seek a protective order; (ii) provides the Disclosing Party with reasonable cooperation in its efforts to resist the disclosure, upon reasonable request by the Disclosing Party and at the Disclosing Party's expense; and, (iii) disclose only the portion of the Disclosing Party's Confidential Information that is required to be disclosed under such law, regulation or order.
- e) **Proprietary Items.** Licensee acknowledges that the Software and Documentation, including without limitation the object code for the Software, Software programs, Software program listings, maintenance lists, the visual expressions, screen formats, report formats and other design features of the Software, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Software, all future modifications, revisions, updates, releases, refinements, improvements and enhancements of the Software or Documentation, all derivative works based upon any of the foregoing, and all copies of the foregoing (referred to, collectively, as "Proprietary Items") are trade secrets and proprietary property of Vendor, having great commercial value to Vendor. All Proprietary Items in Licensee's possession, whether or not authorized, shall be held in strict confidence by Licensee, and Licensee shall take all steps reasonably necessary to preserve the confidentiality thereof. Licensee shall not, directly or indirectly, divulge, distribute, publish, transmit, transfer, communicate, display, loan, give or otherwise disclose any Proprietary Item, or any portions thereof, by any means, in any form and to any person, or permit any person to have access to or possession of any Proprietary Item. Except for one copy for archive or backup purposes, Licensee will not make or permit others to make copies of or reproduce any part of the Software in any form without the prior written consent of Vendor. Licensee shall not decompile, reverse engineer, re-engineer, decompile, disassemble the Software, sell, market, license, sublicense, modify, adapt, translate, or create derivative works of any Proprietary Items. Licensee shall limit its use of and access to Proprietary Items to only those of its employees, officers, agents, independent contractors and affiliates (collectively, "Authorized Parties") whose responsibilities require such use or access. Licensee shall advise all such Authorized Parties, before they receive access to or possession of any Proprietary Items, of the confidential nature of the Proprietary Items and require them to abide by the terms of this Agreement. Licensee shall not use any Proprietary Items for any purpose not expressly authorized by this Agreement. In particular, Licensee shall not file any patent or copyright application containing any claim the subject matter of which is derived from Vendor's Proprietary Items. Licensee acknowledges that the restrictions in this Agreement are reasonable and necessary to protect Vendor's legitimate business interests. Title to all Proprietary Items and all related patent, copyright, trademark, trade secret, intellectual property and other ownership rights shall remain exclusively with Vendor. Licensee will not remove or destroy any copyright or proprietary markings of Vendor. This Agreement is not an agreement of sale, and no title, patent, copyright, trademark, trade secret, intellectual property or other ownership rights to any Proprietary Items are transferred to Licensee by virtue of this Agreement. All copies of Proprietary Items in Licensee's possession shall remain the exclusive property of Vendor and shall be deemed to be on loan to Licensee during the term of this Agreement. Upon termination of this Agreement, Licensee shall certify in writing to Vendor that all Proprietary Items (including copies thereof): (i) have been returned to Vendor or, with the

prior written consent of Vendor, destroyed and deleted from any computer libraries or storage devices of Licensee; and (ii) are no longer in use by Licensee.

- f) **Breach of Confidentiality.** Licensee shall be liable for, and shall indemnify and hold harmless Vendor (and the respective directors, officers, employees and agents of Vendor) from and against all actions, claims, damages or liabilities (including reasonable attorneys' fees) arising out of any breach of this Section 4 by any of the Authorized Parties or any other person who obtains access to or possession of any Proprietary Item or other confidential information of Vendor from or through Licensee. Licensee shall promptly give written notice to Vendor (in accordance with Section 13(k)) of any actual or suspected breach by Licensee of any of the provisions of this Section 4, whether or not intentional, and Licensee shall, at its expense, take all steps reasonably requested by Vendor to prevent or remedy the breach. Vendor may, at its expense and by giving reasonable advance written notice to Licensee (in accordance with Section 13(k)), enter Licensee's premises during normal business hours and audit compliance with this Section 4. If Vendor determines that Licensee is not in compliance with the provisions of this Section 4 in any material respect, then Licensee shall reimburse Vendor for the expenses incurred by Vendor in conducting the audit. Licensee acknowledges that any breach of any of the provisions of this Section 4 shall result in irreparable injury to Vendor for which money damages could not adequately compensate Vendor and Vendor shall be entitled, in addition to all other rights and remedies which Vendor may have at law or in equity, to have a decree of specific performance or temporary restraining order or preliminary or permanent injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach, without the necessity of posting bond or providing other security. The existence of any claim or cause of action that Licensee or any other person may have against Vendor shall not constitute a defense or bar to the enforcement of any of the provisions of this Section 4. Vendor's right to equitable relief shall not diminish its right to any other relief or to claim and recover damages.

5. INSTALLATION.

- a) **Required Hardware and Software Configuration.** Vendor provides required hardware and software configurations (the "Required Hardware and Software Configurations") for installation of the Software. The Required Hardware and Software Configurations are provided to Licensee when amended in accordance with Section 6(b). Licensee is required to provide the necessary hardware and software to successfully install the Software. Any software or hardware that impacts or deters the operation of the Software must be removed, replaced, or corrected at the expense of Licensee or Licensee agrees to accept any reduced functionality of the Software in the event Licensee chooses to retain any hardware or software that impacts the operation of the Software. It is the responsibility of the Licensee to review and conform to the current Required Hardware and Software Configurations. Vendor may at its own discretion modify the Software. Licensee may be required to update its software and/or hardware to new versions of the same or similar products. Licensee is responsible for verifying with Vendor any compatibility issues prior to changing software or hardware configurations. As modifications are made to the Software, Vendor will notify Licensee within a reasonable time of any changes required to the Required Hardware and Software Configuration to utilize newer versions of the Software. Required Hardware and Software Configuration will change as newer releases of operating systems, data base systems, and/or hardware are made available.
- b) **Installation Complete Date.** Upon installation of the Software, Licensee will invoke the primary function of each major component (the "Installation Complete Date"). It is Licensee's

responsibility to build any internal interfaces required, unless a Statement of Work is issued to Vendor for such development and Licensee pays for such development as one of Vendor's Consulting Services.

6. SOFTWARE MODIFICATIONS, UPGRADES AND SUPPORT SERVICES.

- a) **Modifications.** Vendor may at its option correct errors in the Software and may from time to time modify the Software. Such error corrections and maintenance may result in the creation of a new version of the Software under the same or one or more different names (collectively, the "Vendor Modifications"). Vendor Modifications may include performance enhancements and updates to functionality and may include all minor version releases (e.g., x.1 to x.2) and major (e.g., 1.x to 2.x) version releases and bug fixes Vendor may develop with respect to the Software. Vendor shall make Vendor Modifications available to Licensee according to the terms and conditions of any maintenance and support agreement entered into by the Parties as set forth in a License and Maintenance and Support Schedule or otherwise agreed to by the Parties. If Licensee chooses to continue running an older version, Vendor shall maintain that version for one (1) year from the first date of release of the subsequent Software version. Licensee shall continue to pay all applicable fees whether Licensee chooses to upgrade or maintain their most current version. If the Licensee is not using the most recent release or version of the Software, Vendor has no obligation to provide Maintenance and Support Services for an issue that has been addressed in a more recent release or version of such Software.
- b) **Support Services.** Vendor shall provide support services as set forth in Exhibit C.x in the event that Licensee enters into a maintenance and support agreement as set forth in a License and Maintenance and Support Schedule or otherwise agreed to by the Parties.

7. CONSULTING SERVICES.

- a) Vendor shall provide Consulting Services for the Licensee as reasonably requested by Licensee. Licensee shall request such services through their Vendor account manager or by preparing or assisting Vendor in preparing a Professional Services Statement of Work ("SOW") which will provide the specific information regarding the services requested. The terms and conditions of this Agreement will govern the SOW for any Consulting Services, and the terms of any such SOW, upon execution by the Parties, shall constitute and shall become an addendum to this Agreement.
- b) Fees for any Consulting Services shall be set forth in the applicable SOW pursuant to Section 3(c).
- c) The Licensee shall immediately notify Vendor by phone, letter or other means of communication acceptable to Vendor, if any material or workmanship provided does not meet the requirements as specified in the SOW. Upon receipt of this notice, Vendor shall take action to correct the situation.
- d) Licensee acknowledges that any modifications to the software developed by Vendor as a result of, or pursuant to, this Agreement or pursuant to SOW executed by Licensee in accordance with this Agreement, and including the know-how relating to any such modifications, and the programs, routines, processes and information contained or embodied therein, constitute trade secrets and are acknowledged to be valuable confidential rights and Proprietary Items of Vendor. Licensee and Vendor further agree that Vendor may use this intellectual property in future

development efforts and Licensee is not entitled to any compensation received by Vendor under such future projects.

- e) The current time and materials rate for work performed on the Software is provided to the Licensee on request and in a SOW requesting Consulting Services. Vendor reserves the right to adjust these rates at any time; however, rate increases do not affect executed Statement of Work in progress at a prior rate.

8. LICENSEE RESPONSIBILITIES.

- a) **Software Performance Responsibilities.** Licensee will perform all normal and necessary network and database administration functions. Vendor provides a summary of required and/or recommended hardware, software and database settings specific to the Software, recommended backup and recovery procedures, and performance and tuning recommendations. Licensee is responsible for the hardware and software environment necessary to utilize the Software. Licensee is responsible for maintaining the environment compatibility with the Software. Licensee is responsible for reviewing information provided by the database software and Software in order to monitor the performance and correctness of the Software with respects to the database software and environment.
- b) **Outsourcing.** If Licensee outsources any Use of the Software to an outside vendor, a separate agreement between Vendor and the outside vendor will be required.

9. INTELLECTUAL PROPERTY.

- a) Vendor will have the obligation and right to defend any claim, suit or proceeding brought against Licensee so far as it is based on a claim that any Software and/or Documentation supplied hereunder infringes a United States copyright existing as of the Effective Date or a United States patent issued as of the Effective Date. Vendor's obligation specified in this paragraph will be conditioned on Licensee notifying Vendor promptly in writing of the claim or threat thereof and giving Vendor full and exclusive authority for, and information for and assistance with, the defense and settlement thereof.
- b) If such claim has occurred, or in Vendor's opinion is likely to occur, Licensee agrees to permit Vendor, at its option and expense, either to: (i) procure for Licensee the right to continue using the Software and/or Documentation; (ii) replace or modify the same so that it becomes non-infringing; or (iii) if neither of the foregoing alternatives is reasonably available, immediately terminate Vendor's obligations (and Licensee's rights) under this Agreement with regard to such Software and/or Documentation, and, if Licensee returns such Software and/or Documentation to Vendor, refund to Licensee the price originally paid by Licensee to Vendor for such Software and/or Documentation as depreciated or amortized by an equal annual amount over the lifetime of the Software and/or Documentations as established by Vendor.
- c) Notwithstanding the foregoing, Vendor has no liability for, and Licensee will indemnify Vendor against, any claim based upon: (i) the combination, operation, or use of any Software and/or Documentation supplied hereunder with, equipment, devices, or software not supplied by Vendor; (ii) the amount or duration of use which Licensee makes of the services offered or used by Licensee through operation of the Software and/or Documentations or revenue received by Licensee from its services; (iii) alteration or modification of any Software and/or Documentation supplied hereunder; or (iv) Vendor's compliance with Licensee's designs, specifications, or instructions.

- d) Notwithstanding any other provisions hereof, Vendor shall not be liable for any claim, based on Licensee's use of the Software and/or Documentations, as shipped, after Vendor has informed Licensee of modifications or changes in the Software and/or Documentations required to avoid such claims and offered to implement those modifications or changes, if such claim would have been avoided by implementation of Vendor's suggestions.
- e) THE FOREGOING STATES THE ENTIRE OBLIGATION OF VENDOR AND ITS SUPPLIERS, AND THE EXCLUSIVE REMEDY OF LICENSEE, WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS. THE FOREGOING IS GIVEN TO LICENSEE SOLELY FOR ITS BENEFIT AND IN LIEU OF, AND VENDOR DISCLAIMS, ALL WARRANTIES OF TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE AND/OR DOCUMENTATIONS.

10. WARRANTIES AND LIABILITY.

- a) **Limited Warranty.** Any and all warranties provided by Vendor shall be limited to the relevant License Schedule under which Software is licensed to Licensee or the SOW under which any services are provided by Vendor to Licensee. Vendor warrants that the Software will operate according to the Documentation published by Vendor for the Software. This limited warranty will apply for ninety (90) days after the Installation Complete Date as set forth in the relevant Exhibit A.x or Exhibit B.x or one hundred and eighty (180) days after the Effective Date of the relevant License and Maintenance and Support Schedule, whichever is sooner. Except for the foregoing, the Software is provided AS IS. Licensee's sole and exclusive remedy and the entire liability of Vendor and its suppliers under this limited warranty will be, at Vendor's option, repair, replacement, or refund of the Software. In no event, does Vendor warrant that the Software is error free, that Licensee will be able to operate the Software without problems or interruptions, or that Licensee will obtain accurate or desired results through use of the Software. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Vendor does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.
- b) **Other Limitations.** The express warranties made by Vendor in this Agreement, and the obligations of Vendor under this Agreement, run only to Licensee and not to its affiliates, its customers or any other persons. Under no circumstances shall any other person be considered a third-party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement. Licensee shall have no rights or remedies against Vendor except as specifically provided in this Agreement. No action or claim of any type relating to this Agreement may be brought or made by Licensee more than one (1) year after Licensee first has knowledge of the basis for the action or claim.
- c) **Disclaimer of Warranties.** EXCEPT AS SPECIFIED IN SECTION 10(a) AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, NO OTHER CONDITIONS, REPRESENTATIONS, OR WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE OR TRADE PRACTICE, ARE MADE BY VENDOR REGARDING THE SOFTWARE OR ANY OTHER MATTER PERTAINING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CONSULTING SERVICES. VENDOR MAKES NO REPRESENTATIONS, WARRANTIES

OR CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, LAW USAGE OR TRADE PRACTICE WITH RESPECT TO ANY THIRD-PARTY HARDWARE EQUIPMENT WHICH VENDOR MAY SUPPLY TOGETHER WITH THE SOFTWARE OR FOR THE IMPLEMENTATION THEREOF. WITH RESPECT TO ANY OF THE FOREGOING, TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED UNDER APPLICABLE LAW, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH IN SECTION 10(a) FAILS OF ITS ESSENTIAL PURPOSE.

- d) **Force Majeure.** Vendor shall not be liable for, nor shall Vendor be considered in breach of this Agreement due to any failure to perform its obligations under this Agreement as a result of a cause beyond its reasonable control, including any act of God or a public enemy, terrorist act, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, or any other cause similar to any of the foregoing.
- e) **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PARTY FOR ANY LOST REVENUES, LOST PROFITS, LOST OR DAMAGED DATA, LOSS OF BUSINESS, DECREASE IN THE VALUE OF ANY SECURITIES OR CASH POSITION, TIME, MONEY, GOODWILL, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY NATURE, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, REGULATION, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), WILLFUL MISCONDUCT OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THAT MAY ARISE UNDER THIS AGREEMENT OR OTHERWISE. NOTWITHSTANDING ANYTHING ELSE HEREIN, EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE SCHEDULES ATTACHED HERETO) OR OTHERWISE SHALL, EXCEPT FOR CLAIMS FOR PAYMENT OF LICENSE AND SUPPORT FEES OR OTHER FEES REQUIRED BY THIS AGREEMENT, UNDER NO CIRCUMSTANCES EXCEED THE ANNUAL LICENSE AND SUPPORT FEE UNDER WHICH THE DAMAGE ACTUALLY AROSE ACTUALLY PAID BY LICENSEE TO VENDOR DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

11. TAXES. Licensee is solely responsible for determination and payment of all federal, state, local, and other excise, sales or use taxes payable as a result of any transactions contemplated by this Agreement.

12. MISCELLANEOUS PROVISIONS.

- a) **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns. Vendor may assign or otherwise transfer its interest or any part thereof under this Agreement to another party without the consent of

Licensee, except that such party must expressly assume responsibility for all obligations hereunder in writing. Licensee may assign or otherwise transfer its interest or any part thereof under this Agreement to any person or entity with written consent from Vendor.

- b) **Compliance with Legal Requirements.** Each party shall be responsible, at its expense, for complying with all applicable laws and regulations of each jurisdiction where the Software is used by such Party, including laws and regulations pertaining to: (i) Use or remote Use of software and related property; or (ii) registration of this Agreement. Licensee hereby acknowledges that the Software and Documentation licensed to it under this Agreement are subject to export controls mandated under the laws and regulations of the U.S. Pursuant to the terms of Section 1 of this Agreement, Licensee understands that it may Use the Software and Documentation as part of the License herein. Notwithstanding the foregoing, Licensee agrees that it shall not export such Software or Documentation outside of the country where Vendor initially delivered the Software or Documentation without the express written consent of Vendor.
- c) **Attorney's Fees.** If Vendor prevails in any suit or proceeding relating to this Agreement, Vendor will have the right to recover from Licensee its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment.
- d) **Entire Agreement.** This Agreement, including Exhibit A.x – TERM LICENSE AND MAINTENANCE AND SUPPORT SCHEDULE, and Exhibit B.x – PERPETUAL LICENSE AND MAINTENANCE AND SUPPORT SCHEDULE, Exhibit C.x – MAINTENANCE AND SUPPORT TERMS AND CONDITIONS, any executed SOW, and any Addenda to Exhibit A.x or Exhibit B.x represents the entire agreement between Vendor and Licensee with respect to the Software, and Vendor and Licensee agree that all other agreements, proposals, purchase orders, representations and other understandings concerning the Software, whether oral or written, between the Parties are superseded in their entirety by this Agreement. No alteration or modifications of this Agreement shall be valid unless made in writing and signed by both Vendor and Licensee. No attachment, supplement or exhibit to this Agreement shall be valid unless initialed by an authorized signatory of both Vendor and Licensee. All words or phrases used in this Agreement or any Exhibit thereto, including all capitalized words, may be defined in the context in which they are used, and shall have the respective meaning there designated.
- e) **Waiver.** The failure of either Party to insist in any one or more instances upon the performances of any of the terms, covenants, or conditions of this Agreement or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any rights, and the obligations of the Party with respect to such future performance shall continue in full force and effect.
- f) **Jurisdiction and Venue.** This Agreement is to be interpreted, construed and governed according to the laws of the State of Tennessee as those laws are applied to contracts entered into and to be performed entirely in that State. Any claim or controversy arising out of or related to this Agreement or any breach hereof shall be submitted to a court of applicable jurisdiction in the State of Tennessee, Williamson County, and each Party hereby consents to the jurisdiction and venue of such court.
- g) **Severability.** If any section, subsection or provision of this Agreement, or the application of such section, subsection or provision is held invalid, the remainder of the Agreement and the

application of such section, subsection or provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

- h) Heading and Captions.** The headings and captions contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- i) Survival.** The terms, provisions, representations, and warranties contained in this Agreement whereby their sense and context are intended to survive the performance and termination of this Agreement, shall so survive the completion of performance and termination of this Agreement, including, but not limited to, the making of any and all payments due hereunder and Sections 2(b), 3(e), 4, 10, and 12.
- j) Relationship of Parties.** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship between the Parties, nor shall either Party have the right, power or authority to create any obligations or duty, express or implied, on behalf of the other Party.
- k) Notice.** All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be deemed to be effective when delivered by a nationally recognized overnight courier (providing proof of delivery), or by registered or certified mail, return receipt requested, first class postage prepaid, to the "Parties of Notice," as set forth below.

Notifications pertaining to this Agreement should be delivered to each of the following Parties of Notice at their respective addresses:

Notice to Licensee:

Notice to Digital Reasoning Systems, Inc.:

Digital Reasoning Systems, Inc.
Attention: Mark Naftel
730 Cool Springs Blvd.
Suite 110
Franklin, TN 37067

IN WITNESS WHEREOF, Vendor and Licensee have caused this Agreement to be executed by persons, duly authorized thereunto, as of the Effective Date.

Digital Reasoning Systems, Inc.

LICENSEE

BY: _____
(Authorized Signature)

BY: _____
(Authorized Signature)

(Name of Person Signing)

(Name of Person Signing)

(Title)

(Title)

(License Agreement Number)

EXHIBIT A.x

TERM LICENSE AND MAINTENANCE AND SUPPORT SCHEDULE

This Term License and Maintenance and Support Schedule ("Term License"), between _____, ("Licensee"), and Digital Reasoning Systems, Inc., ("Vendor") is included by reference and made a part of the Master License Agreement ("Agreement") between the Parties thereto, and is entered into this ___ day of _____, 201_, ("Effective Date") as follows:

1. **DESCRIPTION OF SOFTWARE.** Synthesys® [version number] (the "Software") provides a platform for unstructured data analytics, bringing together a diverse set of technologies into a seamless set of services with a rich API. Synthesys takes unstructured text as input, uses entity extraction with strong semantic relationship analysis to generate abstracted knowledge objects. These objects (people, places, connections, etc.) can then be used to understand and analyze data.
2. **LICENSED FUNCTIONALITY.** This Term License authorizes Licensee to operate the Software as functionally defined below on [number of servers] with ____ Users.
3. **ADDENDA.** Addenda to this Exhibit A.x will be included when additional Software features, Users or additional numbers of servers are licensed after the original execution of this Agreement.
4. **TERM AND TERMINATION.** The initial term shall be specified in this Term License ("Initial Term"). Each year of the Initial Term and any additional terms constitute an annual period (each an "Annual Period"). After the Initial Term, this License Schedule shall be automatically renewed for additional terms of one (1) years each (each a "Renewal Term"). The Initial Term and each Renewal Term shall be collectively referred to as the "Term." Either Party may terminate this License Schedule effective at the end of the Initial Term or any Renewal Term by written notice to the other Party provided sixty (60) days prior to the end of the Initial Term or any Renewal Term. Written notice: (i) shall be deemed effective when delivered either by a nationally recognized overnight courier or by registered or certified mail, return receipt requested, first class postage prepaid; and (ii) must be addressed in accordance with the notices provided in the Agreement or this License Schedule. Upon termination of this License Schedule, Licensee shall discontinue all Use of the Software licensed under this Licensed Schedule, Licensee shall promptly return to Vendor all copies of the Software and Documentation licensed under this Licensed Schedule then in Licensee's possession, and Licensee shall give written notice to Vendor, in accordance with the Agreement, certifying that all copies of the Software licensed under this Licensed Schedule have been permanently deleted from its computers. Licensee shall remain liable for all payments due to Vendor with respect to the period ending on the then current term of the License Schedule, as well as for all remaining License Schedules.
5. **MAINTENANCE AND SUPPORT.** Vendor shall provide Maintenance and Support Services to Licensee as set forth in the Agreement and in Exhibit C.x during the Term of this Term License. Licensee shall pay Vendor all applicable Maintenance and Support Fees during the Term.

6. **INITIAL TERM.** [X] Years, _____ to _____.
7. **ANNUAL PERIOD.** Starting on each _____ and ending each _____.
8. **COST.** Vendor may adjust the current cost for License Fees and Maintenance and Support Fees for additional Annual Periods and invoice Licensee accordingly. Vendor will not increase the cost for any additional Annual Periods by more than the larger of: (i) ten percent (10%); or (ii) a percentage represented by the current consumer price index, of the then current cost.
9. **FEES AND INVOICING.** Vendor will invoice the Licensee as set forth in the following schedule: **[Insert license and Maintenance and Support Fees]**
10. **INCIDENTAL CHARGES.** Services provided by Vendor under this Agreement shall be performed from Vendor offices in Tennessee or Virginia. In the event Licensee requires Vendor to perform such services or request additional services to be performed at Licensee's offices, Licensee agrees to reimburse Vendor for reasonable and pre-approved travel and out of pocket expenses. Consulting Services shall be provided in accordance with Exhibit C.x of this Agreement.

Digital Reasoning Systems, Inc.

LICENSEE

BY: _____
(Authorized Signature)

BY: _____
(Authorized Signature)

(Name of Person Signing)

(Name of Person Signing)

(Title)

(Title)

(License Schedule Number)

EXHIBIT B.x

PERPETUAL LICENSE AND MAINTENANCE AND SUPPORT SCHEDULE

This Perpetual License and Maintenance and Support Schedule (“Perpetual License”), between _____, (“Licensee”), and Digital Reasoning Systems, Inc., (“Vendor”) is included by reference and made a part of the Master License Agreement (“Agreement”) between the Parties thereto, and is entered into this ___ day of _____, 201_ (“Effective Date”), as follows:

1. **DESCRIPTION OF SOFTWARE.** Synthesys® [version number] (the “Software”) provides a platform for unstructured data analytics, bringing together a diverse set of technologies into a seamless set of services with a rich API. Synthesys takes unstructured text as input, uses entity extraction with strong semantic relationship analysis to generate abstracted knowledge objects. These objects (people, places, connections, etc.) can then be used to understand and analyze data.
2. **LICENSED FUNCTIONALITY.** This Perpetual License authorizes Licensee to operate the Software as functionally defined below on [number of servers] with ____ Users.
3. **ADDENDA.** Addenda to this Exhibit B.x will be included when additional Software features, Users, or additional numbers of servers are licensed after the original execution of this Agreement.
4. **TERM AND LICENSE GRANT.** This Perpetual License is subject to the terms and conditions of the Agreement. Vendor grants to Licensee a perpetual, non-transferable, non-exclusive non-sublicenseable license to Use Vendor’s Software and Documentation (the “License”). In the event that this License is terminated for any reason, Licensee shall remain liable for all payments due to Vendor under this Perpetual License, as well as for all remaining License and Maintenance and Support Schedules.
5. **MAINTENANCE AND SUPPORT.** Vendor shall provide Maintenance and Support Services to Licensee as set forth in the Agreement and in Exhibit C.x in exchange for Licensee paying Vendor all applicable Maintenance and Support Fees. Maintenance and Support Fees shall be paid by Licensee on an annual basis in advance in an amount set forth below. Vendor may adjust the current cost for Maintenance and Support Fees on an annual basis and invoice Licensee accordingly. Vendor will not increase the cost for any additional annual periods by more than the larger of: (i) ten percent (10%) or (ii) a percentage represented by the current consumer price index, of the then current cost
6. **FEES AND INVOICING.** Vendor will invoice the Licensee as set forth in the following schedule: **[Insert perpetual license and Maintenance and Support Fees]**
7. **INCIDENTAL CHARGES.** Services provided by Vendor under this Agreement shall be performed from Vendor offices in Tennessee or Virginia. In the event Licensee requires Vendor to perform such services or request additional services to be performed at Licensee’s offices, Licensee agrees to reimburse Vendor for reasonable and pre-approved travel and out of pocket expenses.

Digital Reasoning Systems, Inc.

LICENSEE

BY: _____
(Authorized Signature)

BY: _____
(Authorized Signature)

(Name of Person Signing)

(Name of Person Signing)

(Title)

(Title)

(License Schedule Number)

EXHIBIT C.x
MAINTENANCE AND SUPPORT SERVICES TERMS AND CONDITIONS

This Maintenance and Support Services Schedule, between Licensee and Vendor is included by reference and made a part of the Agreement between the Parties thereto. Subject to the terms and conditions of the Agreement and any relevant Term License and Maintenance and Support Services Schedule or Perpetual License and Maintenance and Support Services Schedule, Vendor shall provide to Licensee the following solely to provide Maintenance and Support Services for Software licensed by Licensee as set forth in Exhibit A.x or Exhibit B.x:

Vendor Modifications

Vendor Modifications shall be provided as set forth in the Agreement

List of Support Services

“Support Services” include the following:

- Tracking of Issues
- Publication of Issues
- Maintenance Releases
- Program Corrections
- Maintenance Support
- Performance Issues Related to Base Code
- Upgrade Releases

Tracking of Issues

Each Issue (as defined below) reported by Licensee will be logged into a Vendor tracking system. As Issues are logged, the following base data will be maintained: a unique ID Number, Date Reported, Reported By, Priority of Issue (Jointly determined by Vendor and Licensee), Status of Issue, Date Closed, and Resolution Notes.

Priority Definitions (each of the following an “Issue”):

- Critical:**
 - Any item that causes the Licensee to be out of production.
 - Any item where a notice is being dropped.
 - Any item where a holding is being dropped.

- High:**
 - Any item that is a great concern to a Licensee or causes them to have work-around on a continual basis.

- Medium:**
 - Items which the Licensee needs to have fixed but can process without for some defined period.

- Low:**
 - Items cosmetic in nature and tend to be a nuisance.

- Zero:**
 - Items cosmetic in nature and do not cause any harm to continue to process with the known deficiency.

Publication of Issues

Licensee will be able to review the information about each Issue through Vendor reports online or e-mailed.

Maintenance Releases

As Issues are completed, Vendor will determine the frequency that releases are to be prepared and delivered to Licensee for implementation into their production system. Each release will include the following:

1. Listing of all Issues closed in this version of application.
2. Listing of all open Issues by Priority.
3. Listing of all open Issues by Status.
4. All Documentation changes resulting from the included Issues.
5. Database scripts to convert data as a result of changes to the database for Issues.
6. Implementation Guidelines.

Normal Support Hours

Vendor's business hours are 9a.m. – 5p.m. (US Central Time) Monday through Friday, excluding US federal holidays.

Response Turnaround to Licensee of Issues

Vendor will respond to each Issue reported by the Licensee within the following guidelines. The following is not intended to indicate a resolution to an Issue, it is meant as a tool to keep Licensee informed as to the status of each Issue. The timing of response is dependent of the priority of the Issue.

<u>PRIORITY</u>	<u>RESPONSE PERIOD</u>
Critical Reported during Normal Support Hours	Within Same Business Day
High Reported during Normal Support Hours	Within Same Business Day
Medium	Status available on Issue Reports
Low	Status available on Issue Reports
Zero	Status available on Issue Reports

Process, Handling, and Delivery of Support Services

1. All reported Issues shall be worked on by Vendor based on the priority assigned by Vendor. In situations where Licensee is not operational, the Issue shall be reported as critical. If the priority is unassigned, the Issue will be worked on in the sequence they are reported to Vendor, except where multiple Issues are reported in the same area of the Software and it is deemed more efficient to work all Issues of that area together. Vendor will determine, in its sole discretion, if defects should be worked together.
2. Vendor will use commercially reasonable efforts to meet response turnaround as defined in chart above.
3. Vendor will deliver materials needed to respond to any Critical Issues to the customer base as completed via regular mail or via electronic mail. Overnight delivery can be requested on a time and materials basis. Installation instructions will be included for all such materials.
4. Vendor will provide upon request a listing of all Licensee's Issues including their priority, status and expected completion date.
5. Vendor will provide Documentation updates for all Licensee's Issues that become part of the Software.

6. Vendor will provide Licensee with four (4) hours of general consulting per Annual Period without any fees incurred to Licensee. This general consulting will be logged into our time system in fifteen (15) minute increments. The Licensee will be charged a fee for all additional Consulting Services.

Guidelines for Determination between Support Services or Consulting Services

Issues will be classified as “Non-Billable Support Services,” “To Be Determined” or “Billable Consulting Services”. Vendor will not work on any Issue deemed “To Be Determined” or “Billable” unless prior authorization is received from Licensee.

1. Support Services – Any Issue where the Software does not perform to the Documentation.
2. Support Services – Abnormal termination of Software caused by the Software.
3. Support Services - Misrepresentation of mapped data.
4. Support Services - Performance Issue not related to Licensee environment.
5. Support Services - Basic efforts involved in maintaining Software to the standard of the industry. Keeping Software in sync with the Required Hardware and Software Configuration.
6. Consulting Services - All other services.

Examples of Consulting Services

“Consulting Services” include, without limitation, the following:

Customization Services

- Customization of the Software
- Custom programming
- Development of interfaces to host system(s) or data base(s)
- Maintenance on custom programming

Training

- How to sessions
- End Licensee training
- Additional Software training
- DBA (Data Base Administration) training or support
- Application rollout to end Licensee

Installation

- Additional installation support
- End Licensee installation support

Configuration and Optimization

- Workflow consulting
- Technical support
- Network support
- General consulting or enhancement services
- Operational audit
- Workflow analysis or consulting
- Conference calls
- Performance Issues related to system configuration problems