



## SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of your click-through acceptance date ("Effective Date") by and between Monolith Technology Holdings LLC (dba Federos), an Illinois limited liability company with its principal offices at 7164 Technology Drive, Suite 100, Frisco, TX 75033 ("Federos") and the licensee ("Licensee") for the software application(s) identified below, any associated media, print materials and on-line documentation and any enhancements delivered to Licensee by Federos. The parties hereby agree as follows:

### 1. DELIVERY, FEES AND PAYMENT

**1.1. Delivery.** Federos will deliver the number of copies of the software program(s) ("Programs") in object code form on the media identified on the sales order provided by Federos ("Sales Order" in the form attached as Schedule A) in response to a purchase order or similar written request from Licensee for such Programs ("Delivery"). Together with the Program(s), Federos will deliver the user and operations manuals and other end user related documentation ("Documentation") in electronic or paper format as requested by Licensee. Sales Orders will be attached to and deemed to be part of this Agreement. Upon payment of the fees set forth in the Sales Order, Federos will provide Licensee with instructions or a device to enable operation of the Program(s) ("License Key"). The Programs are licensed and provided to Licensee pursuant to the license terms set forth in Section 2 below and the other terms and conditions of this Agreement. In no event shall this License be deemed a sale of the Program. The parties acknowledge and agree that Federos will use commercially reasonable efforts to continually develop, deliver, and provide ongoing innovation to the Programs in the form of new features, functionality, capabilities, and technology enhancements and, accordingly, Federos reserves the right to modify the Programs from time to time in its sole discretion, provided such modification does not materially degrade the benefits obtainable through the Programs.

**1.2. Maintenance.** Federos will provide Licensee with the maintenance services described in Schedule A ("Maintenance") for all Programs specified in each Sales Order for each annual period that Licensee has paid the applicable fees. For each subsequent year of this Agreement, Licensee shall pay Federos the Maintenance fee in advance, as invoiced by Federos. The first annual Maintenance period for a Program will commence upon the date of Delivery of such Program. If Licensee allows Maintenance to lapse by failing to pay Maintenance fees, Licensee may reinstate Maintenance for all Programs by paying all Maintenance fees that are in arrears, and any costs invoiced by Federos for updating Licensee's Programs to the current supported release. Any software or documentation delivered by Federos under Maintenance shall be deemed Programs and/or Documentation.

**1.3. Fees.** License and Maintenance fees for the Programs will be set forth in each Sales Order. Federos will provide an invoice and Licensee shall pay Federos the non-refundable license fees for the Programs and for Maintenance set forth in each invoice, within thirty (30) days from the date of such invoice. Federos may adjust Fees from time to time in accordance with Program innovation, with such revised Fees applicable to any new Sales Order, and any new invoice, subject to any constraints contained in any applicable Sales Order(s).

**1.4. Payment Terms and Taxes.** Licensee shall pay all shipment and handling charges, including any insurance charges for loss or damage while in transit. Past due amounts owed by the Licensee shall bear interest at a rate of 1.5% per month or portion thereof. Licensee shall reimburse Federos for all reasonable costs incurred in the collection of past due amounts owed by Licensee. Licensee shall reimburse Federos for all taxes and duties, including but not limited to any local sales taxes, withholding taxes or use taxes, or import or export duties, assessed in connection with the licensing of the Programs (except for any taxes based on Federos' net income, which shall be the responsibility of Federos). In the event that any taxing authority requires Licensee to withhold any taxes, charges or other duties from any payments hereunder, Licensee shall pay any additional amounts as may be necessary in order that the net amounts received by Federos after such withholding equals the amounts specified in the Sales Order.

### 2. LICENSE AND RESTRICTIONS

**2.1. Ownership.** Federos and its licensors own all intellectual property and other proprietary rights in and to all Programs, Documentation and other software provided by Federos, including any and all improvements, updates, and modifications, and all copies thereof. Licensee shall have no right, title, or interest therein except for the rights expressly granted in this Agreement. Licensee will not acquire any ownership interest in any portion of the Programs or Documentation or anything provided by Federos by its use of the Programs and Documentation under this Agreement. Licensee shall execute all documentation necessary for Federos and its licensors to perfect the ownership of such rights, at Federos' expense.

**2.2. License.** Federos grants to Licensee a non-exclusive, non-transferable (except as permitted under this Agreement), perpetual (subject to the termination provisions in Section 7 below) license to: (i) access, display and use the number of Programs specified in the Sales Order solely for Licensee's own internal business purposes and solely in accordance with the accompanying Documentation and the terms of this Agreement ("Use"); and (ii) make 2 copies of the Programs exclusively for back-up or archive purposes. No other copies may be made. All copyright and other

proprietary notices appearing in and with the Programs must be reproduced on all permitted copies of the Programs. All rights not expressly granted by this Agreement are expressly reserved by Federos.

**2.3. Restrictions.** Licensee's Use of the Programs and Documentation shall be limited to the number of copies and the designated site(s) ("Designated Site"), each as specified in the relevant Sales Order. Licensee shall not have the right to sublicense any portion of the Programs to any other party, except as expressly permitted under this Agreement. Licensee shall not use the Program on any operating system software or hardware other than those specified in the Sales Order. Except to the extent applicable statutory law specifically prohibits such restrictions, Licensee shall not, directly or indirectly: (a) reverse engineer, decrypt, decipher, alter, merge, adapt or de-compile any Programs or any portion thereof; (b) distribute, transfer, copy, reproduce, display, sell, rent, lease or sublicense any Program, Documentation or portion thereof; (c) use a Program to operate a service bureau or in any other manner that provides support to third parties; (d) create any derivative work based on a Program or Documentation; or (e) allow any third-party or unlicensed user or computer system to access or use a Program. Licensee shall not reproduce, modify or publicly display all or any part of the Documentation, without the prior written consent of Federos.

### **3. CONFIDENTIALITY AND PUBLICITY**

**3.1. Confidential Information.** By virtue of this Agreement, each party may be exposed to or provided with certain Confidential Information (as defined below) of the other party. "Confidential Information" shall include but not be limited to, printed or electronically recorded matter, business information, Federos pricing and Agreement terms, the Programs, Documentation, technical information, algorithms, source code, performance statistics, benchmarking or other functional evaluations of the Programs, future plans, product road maps, know-how, trade secrets, and other information of a non-public nature. Confidential Information includes information generated as a result of the activities of the parties pursuant to this Agreement hereunder, as well as background information owned by a party prior to the date hereof and made available to the other party hereunder, whether disclosed in writing or orally, that is marked "confidential" or should be deemed by its nature to be confidential. Confidential Information shall at all times be held confidential solely for the benefit of the disclosing party and shall be used solely in order to fulfill the purposes of this Agreement. Neither party shall disclose, directly or indirectly, any Confidential

Information of the other party to any third person, firm or corporation without the prior written consent of the other party. Each party shall use protective measures no less stringent than that party uses to protect its own similar proprietary information, which protective measures shall include measures designed to ensure the continued confidentiality of the Confidential Information. The restrictions on disclosure of Confidential Information do not extend to any information which (i) is or becomes publicly known without breach of this Agreement; (ii) is lawfully received by the receiving party from a third party not bound to keep such information confidential, whether by contractor law; (iii) is published or otherwise made known to the public by the disclosing party; or (iv) has been independently developed by one party without reference to any Confidential Information of the other. Either party may disclose Confidential Information required to be disclosed pursuant to subpoena or as otherwise required by law, provided that, prior written notice of such disclosure is furnished to the disclosing party as soon as practicable in order to afford the disclosing party an opportunity to seek, at its own expense, a protective order.

**3.2. Publicity.** Subject to Licensee's consent regarding content, which shall not be unreasonably withheld or delayed, Licensee agrees to Federos issuing a press release regarding the subject matter of this Agreement and Licensee agrees to act as a reference site for Federos to take reference calls from potential customers.

### **4. WARRANTY AND LIMITATIONS**

**4.1. Program Operation.** Federos warrants that the Programs, when used in accordance with the terms of this Agreement, will operate substantially as set forth in the accompanying Documentation for a period of ninety (90) days following Delivery.

**4.2. Intellectual Property.** Federos warrants that it owns or has obtained all necessary rights required to grant the license in Section 2.2 to Licensee.

**4.3. No Viruses.** Federos warrants that prior to Delivery, Federos has used commercially reasonable efforts to prevent the Programs from being infected with, and any modified or enhanced versions of the Programs prepared by, or at the direction of, Federos from being infected with, any "worms," "viruses," "Trojan Horses," "protect codes," "data destruct keys" or other programs or programming devices that might be used to access, modify, delete or damage the Programs, or other software, computer hardware or data of Licensee, other than as necessary to implement the License Key.

**4.4. Remedy for Breach of Warranty.** Licensee's sole and exclusive remedy for breach of any of the above warranties shall be, within 30 days, at Federos' option, the repair or replacement of the affected Program or the media.

**4.5. DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4, FEDEROS MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE PROGRAMS, DOCUMENTATION OR MAINTENANCE TO BE SUPPLIED BY FEDEROS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. FEDEROS DOES NOT WARRANT THAT THE PROGRAMS WILL BE ERROR-FREE, OR THAT ANY DEFECTS THAT MAY EXIST IN ANY PROGRAMS CAN BE CORRECTED. LICENSEE ACKNOWLEDGES THAT FEDEROS HAS MADE NO REPRESENTATIONS REGARDING WARRANTY OR PERFORMANCE OR CAPABILITY OTHER THAN AS EXPRESSLY STATED IN THIS SECTION 4.

### **5. LIMITATIONS ON LIABILITY**

IN NO EVENT SHALL FEDEROS BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY LOSS OF PROFITS, USE, BUSINESS, DATA OR INFORMATION, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM LOSS OF ANTICIPATED SAVINGS OR LOST DATA, EVEN IF FEDEROS HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM ANY AND ALL CLAIMS BY LICENSEE OR ANY THIRD PARTIES. THE AGGREGATE LIABILITY OF FEDEROS FOR ALL CLAIMS RELATED TO PROGRAMS, DOCUMENTATION, MAINTENANCE AND THIS AGREEMENT WHETHER IN CONTRACT OR IN TORT WILL NOT EXCEED THE LESSER OF THE FEES PAID BY LICENSEE OVER THE PRECEDING TWELVE (12) MONTHS OR \$1,000,000. THIS LIMITATION SHALL NOT APPLY TO LIABILITY IN RESPECT OF DEATH OR PERSONAL INJURY CAUSED BY FEDEROS' NEGLIGENCE OR ANY LIABILITY THAT BY LAW CANNOT BE RESTRICTED.

## 6. INDEMNITY

**6.1. Indemnification by Federos.** Federos shall indemnify Licensee for any claim, demand or cause of action by a third party ("Demand") to the extent that it is based upon a claim that the Programs infringe any U.S. patent, U.S. trademark, or U.S. copyright, or that the Programs misappropriate any trade secret of any third party within the country in which the Designated Sites are located. The foregoing indemnification is conditioned on Licensee notifying Federos promptly in writing of such Demand, Licensee giving Federos sole control of the defense thereof (and any negotiations for settlement or compromise thereof), and Licensee cooperating in the defense thereof at Federos' request and expense, provided that Licensee may, at its own expense, assist in such defense if it so chooses. Federos, at its sole option and expense may: (a) procure for Licensee the right to continue using the Programs; or (b) substitute a non-infringing version of the Programs so that the Programs become non-infringing and still conform to the applicable specifications; or (c) return the license fee paid by Licensee hereunder for the Programs, less an amount equal to straight line depreciation (of the Programs) over 4 years, and Licensee shall immediately return the Programs to Federos. Licensee shall not incur any costs or expenses on behalf of Federos under or pursuant to this Section 6 without Federos' prior written consent.

**6.2. Indemnification by Licensee.** Federos shall have no liability to Licensee for any Demand by a third party alleging infringement or misappropriation based upon (a) any use of the Programs in a manner other than as permitted in this Agreement; or (b) any use of the Programs in combination with any product not provided by Federos, to the extent that such Demand is directed against the combination. Licensee shall indemnify Federos for any Demand to the extent that it is based upon a claim relating to (a) or (b) above. THE FOREGOING STATES THE ENTIRE LIABILITY OF THE PARTIES AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR SUCH DEMANDS.

## 7. TERM AND TERMINATION

**7.1. Term.** The term of the license granted herein is set forth in Section 2.2. The term of this Agreement shall be for a period of three (3) year(s) from the Effective Date and thereafter, is automatically renewed annually on the anniversary of the Effective Date for additional one-year terms, unless terminated by either party in accordance with Section 7.2.

**7.2. Termination.** Either party may at its option terminate this Agreement immediately upon written notice in the event that the other party: (a) breaches the provisions of Section 2 (License) or Section 3.1 (Confidentiality); (b) breaches any other material term of this Agreement, and fails to correct the breach within 30 days after written notice of such breach; or (c) becomes insolvent or asserts that it is insolvent, fails to pay its general obligations as they become due, institutes or has instituted against it any proceeding, arrangement, receivership or assignment for the benefit of creditors, or files or has filed against it any petition under applicable bankruptcy laws. In the event of bankruptcy, Licensee's continued Use of the Programs is governed by the United States Bankruptcy Code.

**7.3. Return of Materials.** On termination of this Agreement for whatever reason, Licensee shall cease using the Programs and the Documentation and immediately return all copies of the same to Federos.

**7.4. Survivability.** Notwithstanding anything to the contrary herein, Sections 1.4, 2.1, 2.2, 3.1, 4, 5, 6, 7 and 8 shall survive the termination or expiration of this Agreement.

## 8. GENERAL

**8.1. Governing Law.** This Agreement shall be governed by the laws of Illinois, without reference to its conflicts of law decisions, statutes and regulations. The prevailing party in any lawsuit or action brought by the parties hereto shall be entitled to reasonable attorneys' fees, expert witness fees and costs of suit, as well as all such fees associated with enforcing any judgment.

**8.2. Export Requirements.** The Programs are subject to laws and regulations of the United States that restrict their export. Licensee agrees that Licensee shall not export or "re-export" (transfer) the Programs unless Licensee has complied with all applicable United States and foreign government export controls and approvals.

**8.3. U.S. Government Rights, Government Users.** Federos licenses Programs for ultimate end use by federal government agencies and other federal government customers ("Federal Government Customers") only under the following conditions. Rights granted herein include only those rights customarily provided to end users of the Programs (including related Documentation) as defined in this Agreement and any exhibit hereto. This customary commercial license in the Programs is provided in accordance with FAR 12.211 (Technical Data) and 12.212 (Computer Software) and, for Department of Defense purchases, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a Federal Government Customer or other public sector customer has a

need for rights not conveyed under these terms, Licensee must negotiate with Federos to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written agreement specifically conveying such rights must be executed by both parties.

To the extent that Licensee sublicenses Programs pursuant to the terms and conditions of the Agreement to any sub-licensee that is a Federal Government Customer, Federos will accept only the following subcontract or flow-down provisions: FAR 52.222-26, "Equal Opportunity"; FAR 52.222-35, "Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era"; and FAR 52.222-36, "Affirmative Action for Workers with Disabilities." Any additional subcontract or flow-down provisions, including any provisions imposed by federal, state, local or other governmental or quasi-governmental entities, must be negotiated between the parties and reflected in a mutually acceptable written agreement executed by both parties.

**8.4. Inherently Dangerous Applications.** The Programs are not specifically developed or licensed for use in any nuclear, aviation, mass transit or medical application or in any other inherently dangerous applications. Neither Federos nor its licensors shall be liable for any claims or damages arising from such use and Licensee agrees to indemnify and hold harmless Federos and its licensors from any claims for losses, costs, damages, or liability arising out of or in connection with the use of the Programs in such applications.

**8.5. Audit.** Not more than once in each twelve-month period, and subject to the confidentiality provisions of Section 3, Federos or its designated representatives shall have the right to conduct an audit of Licensee's systems and records and to copy Licensee's records as necessary to verify that Licensee is complying with the terms of this Agreement. Any such audit(s) may occur only during Licensee's regular business hours and with reasonable notice, and shall be conducted in a manner least likely to disrupt Licensee's routine business operations. In the event that an audit reveals an underpayment, at Federos' request, Licensee shall promptly pay such underpayment together with the reasonable costs of the audit.

**8.6. Notices.** All notices shall be in writing and delivered by hand or sent by certified mail, return receipt requested, or reputable overnight courier service, to the above address of the other party or as otherwise notified and shall be deemed received on the earlier of actual receipt or five days after deposit in the mail.

**8.7. Assignment.** Licensee shall not assign, transfer, or sublicense any obligations or benefit under this Agreement without the prior written consent of Federos (and any such attempt shall be void) or except where control of Licensee or its assets is acquired by or merged into another entity and the assignment fee is paid pursuant to Federos' license transfer policy, attached as Schedule B. Federos may assign this License in whole or in part.

**8.8. No Waiver.** The failure or delay by either party to enforce any term of this Agreement shall not be deemed a waiver of such term.

**8.9. Severability.** If one or more provisions of this Agreement are held to be illegal or unenforceable under applicable law, such illegal or unenforceable provision(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms.

**8.10. Integration.** This Agreement is the complete and exclusive statement of the mutual understanding between Licensee and Federos and supersedes all previous written and oral agreements and communications relating to the subject matter of this Agreement.

**8.11. Modifications.** This Agreement may be modified only by written agreement signed by authorized officers of both parties. Any term or condition in any purchase order, confirmation or other document furnished by either party or in any oral communication from either party before or after the Effective Date which is in any way inconsistent with or in addition to the terms and conditions set forth in this Agreement is hereby expressly rejected and shall be of no force or effect, except to the extent that the parties modify this Agreement in accordance with this Section 8.11.

**8.12. Irreparable Harm.** Each party acknowledges that its obligations in respect of the other party's Confidential Information give particular value and that any breach of this Agreement relating to Confidential Information may result in irreparable and continuing damage to the other party for which there may be no adequate remedy in damages. Each party further acknowledges that in the event of such breach, the other party will be entitled to seek injunctive relief and/or a decree for specific performance and such other further relief as may be proper and just without regard to any limitation contained elsewhere in this Agreement. Licensee further agrees that Federos may seek equitable remedies in the event that Licensee breaches the license provisions herein, notwithstanding any other limitation in this Agreement.

**8.13. Irreparable Harm.** Each party acknowledges that its obligations in respect of the other party's Confidential Information give particular value and further agrees that any breach of this Agreement relating to Confidential Information may result in irreparable and continuing damage to the other party for which there may be no adequate remedy in damages. Each party further acknowledges that in the event of such breach, the other party will be entitled to seek injunctive relief and/or a decree for specific performance and such other further relief as may be proper and just without regard to any limitation contained elsewhere in this Agreement. Licensee further agrees

**8.14. Force Majeure.** Neither party will be responsible for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including without limitation acts or omissions of government or military authority, acts of God, shortages of materials, transportation delays, fires, floods, labor disturbances, riots or wars.

**8.15. Schedules and Headings.** All Schedules are incorporated into this Agreement in full. The headings and subheadings contained herein shall not be considered a part of this Agreement.

**SCHEDULE A – FEDEROS (Monolith Technology Holdings LLC d/b/a Federos) MAINTENANCE AND SUPPORT TERMS**

**Federos Support Offerings:**

Federos offers the following Maintenance service options:

- ❑ Standard 8x5 Maintenance
  - Software product updates on Federos products licensed, including all major and minor software upgrades and patches.
  - Access to Federos support web site ([www.federos.com](http://www.federos.com), support link top right corner of page). The support site provides access to software documentation, software upgrades, customer forums, and Federos’ Service Request creation and status system.
  - Within Support Hours (Monday through Friday, 8:00 a.m. to 5:00 p.m. US Central Time except for Federos holidays) and subject to the definitions and restrictions described in this document, unlimited technical support provided via online access to Federos’ Service Request creation and status system.
- ❑ Premium 24x7 Maintenance
  - Includes all services provided by Standard 8x5 Maintenance (above).
  - Access to Federos’ 24x7 Support telephone line to initiate Service Requests for Severity Level 1 or Level 2 issues outside of Support Hours.
- ❑ Dedicated Federos Technical Account Manager
  - Assignment of a dedicated Federos Technical Account Manager (TAM), who will provide the following services:
    - On-going support management and a single point of contact for management of issues during Support Hours.
    - Regularly scheduled conference calls to review progress on Service Requests.
    - Participation in quarterly meetings with customer to review the service experience.

**Description of Software Support Services:**

- ❑ Severity Levels
  - Federos classifies support requests in five severity level categories.
  - Federos has a Service Level Objective as identified in the table below for an initial response when Service Requests are created during Support Hours. For Premium 24x7 customers, the Service Level Objectives for Severity 1 and 2 Service Requests apply 24x7.
  - Federos will use commercially reasonable efforts to resolve issues reported in Service Requests in accordance with the Schedule below.
  - Estimated resolution times listed below represent the estimated time to create, deliver and test a software patch to address a product deficiency identified in Severity 1, 2, 3, or 4 Service Requests. Estimated resolution times exclude customer response times to requests for information. Federos will attempt to provide a workaround and/or temporary solution to the identified issue prior to creating a software patch for the final resolution of the Service Request.
  - In the event that partial resolution is effected, Federos may adjust the Severity level of the Service Request to reflect the current impact to the customer’s use of the product.

Severity Level	Severity Level Description	Initial Response Objective	Status Updates	Relief Provided	Resolution Provided
1	Application Outage: system completely non-functional	Standard 8x5 Support: 2 hours	Every 2 hours	Within 8 hours	5 business days
2	Application Error without total loss of functionality; business impacting	2 hours	Every Standard Support Day	Within 2 Standard Support Days	Next Regular Software Update
3	Application Error without total loss of functionality; not business impacting	4 hours (within Support Hours)	As necessary or upon request	Within 5 standard Support Days	Future Software Update

4	Application inaccuracy	4 hours (within Support Hours)	As necessary or upon request	Not Applicable	Not Applicable
5	General Question or Consultation	4 hours (within Support Hours)	As necessary or upon request	Not Applicable	Not Applicable

❑ Definitions

- Initial Response: acknowledgement of receipt of a new Service Request; assignment of that Service Request to a support engineer, and initial contact with the customer
- Status Updates: an update record added to the service request
- Relief: estimate for guidance on changes to the system such that the Severity Level is reduced to the next lower level (or lower). May include corrections or workarounds.
- Resolution: For code corrections, estimate for release of a software update containing a code correction that permanently resolves the issue.

❑ Service Request Handling

- All Customers with a current Maintenance Agreement:
  - Service Requests will be opened via the Federos Service Request creation and status system at any time.
- Standard 8x5 Maintenance Customers:
  - Federos' Customer Support organization will work on the Service Request during Support Hours.
    - Service Requests opened outside of Support Hours will be addressed the next business day.
  - Customers can contact Customer Support via telephone to request assistance with an existing Service Request during Support Hours.
- Premium 24x7 Maintenance Customers:
  - Includes handling described above. In addition:
  - Outside of Support Hours customers can call the 24x7 support line to create a new Severity Level 1 or Level 2 Service Request
  - Outside of Support Hours customers can call the 24x7 support line to request assistance with an open Severity Level 1 or 2 Service Request.
  - Service Requests opened with Severity 3 or lower will be addressed the next business day
  - For Severity Level 1 or Level 2 Service Requests, Federos' Customer Support organization will work on the Service Request until
    - it is re-assessed to Severity 3 or lower or
    - Customer indicates they wish to work on the Service Request at another time
  - In the event that a Severity Level 1 or Level 2 Service Request being worked outside of Support Hours is re-assessed to Severity Level 3 or lower, work on the issue will resume at the beginning of the next business day

❑ Service Request Escalation

- For Severity Level 1 and Level 2 Service Requests that cannot be resolved within the Estimated Resolution Time (above), Customers may request escalation of the Service Request as follows:
  - 1<sup>st</sup> Escalation – VP of Customer Support and Training
  - 2<sup>nd</sup> Escalation – VP of Sales
  - 3<sup>rd</sup> Escalation – CEO of Federos

❑ Software Updates

- Software upgrades to current versions of Federos' products are available on an as-released basis via Federos' Customer Support web site.
- Documentation is made available with software updates for current (GA) versions of Federos' products. Changes from prior releases are provided via product release notes which are posted when the new software update is made available.

Documentation is provided via Federos' Customer Support web site. Federos does not provide printed documentation.

- If Customers require assistance from Federos for the installation or implementation of Software upgrades, Customers can enter a Service Request detailing the assistance required. Customer shall engage such assistance via a separate professional services agreement. For avoidance of doubt, installation or implementation of software upgrades are not covered under the Maintenance Agreement.

□ General

- Federos reserves the right to limit software patches to the most currently released version of the software. Customers may be required to upgrade their software to the current release to address a software error identified in an older version of the software.
- Service Requests are limited to product functionality questions and general support issues and do not include consultation regarding customization or enhancement of the Software.
- Federos will not perform any changes on customer systems. Customers are responsible for implementing recommended changes.
- Customers may be required to provide secure remote access (e.g. VPN, SSH) to assist in troubleshooting their system, identifying issues, and in the development / testing of patches, etc. Federos will adhere to customer IT guidelines for any VPN access provided.

**Terms:**

- The start date for a maintenance contract is the date that software license keys are issued for the purchased product. The term of the maintenance agreement(s) for all Federos products will be pro-rated such that maintenance agreement(s) expire on the same date for all Federos products licensed by Customer.
- Support for all Federos products licensed by Customer shall be purchased at the same support offering level.
- Federos encourages customers to stay current on Support to ensure optimum Software performance. Federos will contact Customers ninety (90) days prior to the expiration of a Support period. Customers must inform Federos as to whether Support for the Software will be renewed, so that additional license keys may be issued to ensure uninterrupted use of the Software.
- Options for Customers who have let their Federos Support expire:
  - Customers may renew Support up to thirty (30) days after the expiration of the prior Support period at no additional fee.
    - Payment must be received within thirty (30) days from the expiration date of the previous Support period.
    - Regardless of the date of renewal, the start date for the renewed Support period will be the day following the expiration date of the previous Support period.
  - If Customers wish to renew Support more than thirty (30) days but less than one year after the expiration of the prior Support period, Customers will be assessed a Support reinstatement fee of 30% of the price of Support during the prior Support period.
    - Payment must be received within thirty (30) days of receipt of the order for Support reinstatement.
    - Regardless of the date of renewal, the start date for the renewed Support period will be the day following the expiration date of the previous Support period.
  - Customer who have been without Support for more than one year but less than two years may reinstate Support pursuant to the following terms:
    - Customers will be charged 50% of the price of the installed Software product for which Support will be reinstated.
    - Customers must purchase at least one (1) year of Support for the installed Software product for which Support will be reinstated.
    - Currently installed Software must be upgraded to a supported release of the Software within sixty (60) days of the start of the new Support period. Federos encourages customers to upgrade to the current GA (general availability) release of Federos to take advantage of new features, functionality and fixes.
    - The start date for the reinstated Support period will be the date payment for the reinstated Support is received by Federos.
  - Customers renewing Support who run releases no longer supported by Federos will be required to upgrade to a supported release prior to support services being delivered.

**SCHEDULE B LICENSE TRANSFER POLICY**

All licenses to use Federos software prohibit the sale, transfer or assignment of the software to another user without Federos' prior written consent, even in cases of merger, acquisition or asset purchase. All requests for consent must be presented to Federos in writing and should detail the reason for the transfer request and the specific software to be transferred. For all such transfers, Federos charges a re-license fee of 50% of Federos' current list price for the software and requires that the party requesting the transfer (or the party acquiring the right to use the Federos software by virtue of merger or acquisition) renew maintenance for the transferred software for a minimum of one (1) year. Selective renewal of maintenance on portions of the software will not be permitted. These fees may be subject to reduction in certain instances where the party acquiring the right to use the Federos software licenses additional software (including maintenance for the new software) from Federos or a Federos reseller. Such reductions are considered only on a case-by-case basis and must be approved in writing by Federos.

Any transfer and unauthorized use of the Federos software will be considered a breach of the license and a violation of United States and International copyright law. Both the original licensee and the new user could be subject to liability. Questions regarding the above policy may be directed to the attention of Federos at the address below:

Federos  
7164 Technology Drive, Suite 100  
Frisco, TX 75033  
(888) 637-8882 or [info@Federos-software.com](mailto:info@Federos-software.com)