MASTER LICENSE AND SUPPORT AGREEMENT V.2022

HOSTED SOLUTION (ANNUAL CONTRACT)

This Master Agreement ("Agreement") is made effective as of **[DATE]** by and between **eLogic Solutions, LLC** a Georgia Limited Liability Corporation **d/b/a/ Creative Logic Solutions**, with offices at 695 Rosalia St, Atlanta, Georgia, 30312 (hereinafter referred to as **"CLS"**) and [**Customer Name**]. [**Customer**] ("Customer") with offices at [**Address**].

This Agreement consists of this signature page, the attached Terms and Conditions, the following attached schedules ("Schedules"), and one or more order forms signed by authorized representatives of the parties (each referred to as an "Order Form"):

Schedules

Schedule A:	Software Description
Schedule B:	Software Support Services
Schedule C:	Order Form and Fees
Schedule D:	Service Level Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral. This Agreement does not operate as an acceptance of any conflicting or additional terms and conditions and shall prevail over any conflicting or additional provision of any invoice terms, terms of use or other instrument of CLS or any purchase order or any other instrument of Customer, it being understood that any purchase order issued by Customer shall be for Customer's convenience only. This Agreement may not be amended, modified, supplemented, or deviated from except by a writing executed by an authorized CLS employee. By executing this Agreement, Customer acknowledges that it has reviewed the terms and conditions incorporated into this Agreement and agrees to be legally bound by the same.

The parties hereby cause this Agreement to be executed by their duly authorized representative effective as of the Effective Date.

Accepted and Agreed:

[CUSTOMER]

Signed: _____

Print Name: _____

Title: _____

Date: _____

Address: xxxxxxxxxxxxxxxxxxxxxxx
      xxxxx, XX 99999

ELOGIC SOLUTION, LLC

d/b/a CREATIVE LOGIC SOLUTIONS, INC.

Signed: _____

Print Name: _____

Title: _____

Date: _____

Address: 695 Rosalia St.
      Atlanta, GA, 30312

TERMS AND CONDITIONS

1.   GENERAL. The following terms and conditions ("Terms and Conditions") provide for terms that are common to this Agreement, including the Schedules and Order Form(s). In the event of a conflict between these Terms and Conditions and any Schedule or Order Form, these Terms and Conditions will control, unless expressly stated to the contrary.

2.   DEFINITIONS. As used in this Agreement, and in addition to any other terms defined in this Agreement, the capitalized terms used herein will have the meanings set forth in the Glossary at the end of these Terms and Conditions**.**

3.   SOFTWARE.

3.1   Server License. Subject to these Terms and Conditions, CLS grants Customer an unlimited, non-exclusive, nontransferable (except as provided in Section 3.5) right and license to (i) operate, execute, and use in the manner described in the Documentation the Software on one Web Server for each license purchased; and (ii) make one backup copy of the Software (collectively, the "**License**"). Customer's use of the Software shall be restricted to the number of Server Licenses as set forth in the applicable Order Form. Software installed on a single Server requires only a single Server License. A Server License must be purchased for each Web Server. Annual License will remain in effect until the end of the applicable license term specified in Schedule A or in the applicable Order Form (the "License Term"). Monthly License will remain in effect until the customer terminates the contact at the end of a particular month. Upon termination of Customer's License, Customer agrees to destroy the Software and Documentation, together with all copies and merged portions in any form.

3.1A   Hosting and Access. If a hosted use of the Software is requested by Customer and/or specified in the applicable Order Form, CLS will be responsible for deployment, operation, and administration of the Software and will provide Customer with secure access to the Software via the Internet. CLS shall maintain, manage, and monitor the hosting site communications, Software, and hardware availability and performance. CLS shall provide administrator accounts to Customer for secure administrator access to the Software and will further provide Customer with the necessary tools to enable its administrator(s) to set up additional users for access to the Software. If the Software incorporates any equipment, supplies, facilities, computer code, work product, inventions or materials of any third party, then CLS will obtain any and all rights necessary to enable Customer to use the Software and to enable CLS to perform its obligations under this Agreement, including without limitation the granting of the rights herein. CLS shall host and provide access to the Software, and the Software will be accessible, available and perform in accordance with the Documentation and the service levels set forth in Schedule D.

3.2   Limitations. In addition to any other license limitations contained in the Agreement, Customer's licenses are limited to use by the Customer only and not for service bureau work, time-sharing arrangements or provision of the Software to others on an application service provider basis, where Customer hosts or operates the software on behalf of a third party. Customer shall not and shall not allow its employees to provide access to the Software on behalf of a third party other than to Customer's attorneys, contractors, vendors and agents who are using the Software in support of Customer. Customer acknowledges that the Software is valuable to CLS and to other licensees and that all licensees pay a fee for license of the Software. Therefore, Customer agrees not to engage in any conduct that may allow Customer or other licensees to circumvent paying fees to CLS. In addition, Customer agrees that it will not alter, distort, or remove any confidential, proprietary, copyright, trademark, trade secret, or patent legends that appear on or in the Software, or Documentation, or attempt to do so.

3.3   Reservation of Rights. CLS reserves all rights not expressly granted herein. Except as set forth in these Terms and Conditions, no express or implied license or right of any kind is granted to Customer regarding the Software, including, but not limited to, any right to use, reproduce, market, sell, distribute, transfer, translate, modify, adapt, and disassemble, decompile, or reverse engineer the Software or create derivative works based on the Software or any portions thereof, or obtain possession of any Source Code or other technical material relating to the Software.

3.4   Ownership. CLS and its licensors own the Software and all Intellectual Property Rights embodied therein, including copyrights and valuable trade secrets embodied in the structure, sequence and organization of the Software; provided, however, in no event shall the CLS own or have any rights in or to any Customer Materials (as defined below). The Software is protected by U.S. copyright laws and international treaty provisions. These Terms and Conditions provide Customer only a limited license, and no ownership of any Intellectual Property Rights in the Software. Notwithstanding any provision of the Agreement to the contrary, any and all data, information, content and materials uploaded or otherwise provided by or on behalf of Customer ("collectively, the **User Data**") and all other materials and items provided by or on behalf of Customer to CLS hereunder, together with all modifications and improvements to each of the foregoing (collectively, with the User Data, the "**Customer Materials**") and all associated Intellectual Property Rights are the exclusive property of Customer. Customer and its Users reserve all rights in and to the Customer Materials and associated Intellectual Property Rights, but grant to CLS during the Term a non-exclusive, limited license to use the Customer Materials solely to provide the Software to Customer.

3.5   Assignment of License. Customer may not transfer the License to any other person or entity; provided, however, that Customer may assign the License to any person or entity acquiring all or substantially all of the assets or voting stock of Customer. The Agreement is binding upon and inures to the benefit of the parties to the Agreement and their respective successors, assigns, heirs, and legal representatives.

3.6   License to the U.S. Government. The following applies to all acquisitions of Software by or for the U.S. Government or by any prime contractor or subcontractor under any contract, grant or other activity with the U.S. Government. The Software provided to Customer hereunder are "commercial items" as that term is defined at 48 C.F.R. 2.101 (October 1995) consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (Sept. 1 who 995) and other applicable acquisition regulations and are provided to the U.S. Government only as a commercial item. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202 (June 1995), all U.S. Government users and licensees acquire the software and its associated documentation with only those rights and subject to the restrictions set forth in these Terms and Conditions. Without limiting the foregoing, the Software may not be acquired by the U.S. Government pursuant to a contract incorporating clauses prescribed by FAR Subpart 27.4 (June 1987) or DFARS Subpart 227.4 (Oct. 1988). Contractor/manufacturer is Creative Logic Solutions, Inc., (695 Rosalia St, Atlanta, Georgia, 30312).

3.7   Software Warranty. CLS warrants to Customer that (i) the Software will substantially perform in accordance with the Documentation; and (ii) the media, if any, upon which the Software is delivered is free of defects in material and workmanship under normal use. The foregoing warranty does not apply and will be void for (i) Software used in a manner other than as described in the Documentation; or (ii) Software media that is damaged as a result of accident, misuse, or abuse. CLS does not warranty Customer content, data, or Customer created web pages.

3.8   Software Warranty Remedies. In the event of a breach of the warranty in Section 3.7, CLS will either repair or replace, at CLS's option, the non-conforming Software or Software media that does not conform to the warranty in Section 3.7, or when neither of the foregoing is completed within the time required under Schedule D, then either party may terminate the License and this Agreement as it relates to such Software and CLS shall return the fee paid by Customer to CLS for the non-conforming Software or Software media.

3.9   Services Warranty. CLS warrants to Customer that, during the term of the Agreement, the Support Services will be performed in a professional workmanlike manner.

3.10   Audit Rights. CLS reserves the right to periodically (but not more than once in any calendar year) audit Customer to ensure that Customer is not using the Software in violation of this Agreement or any Order Form. During Customer's standard business hours and upon twenty (20) days' prior written notice, CLS may visit Customer and Customer will make available to CLS or its representatives any records pertaining to the Software. CLS will bear the cost of any requested audit, unless such audit discloses an underpayment or amount due to CLS in excess of ten percent (10%) of the initial license fee for the Software, in which case Customer shall pay the cost of the audit.

4   FEES AND PAYMENT TERMS. All License fees and Maintenance fees will be due net 30 days from date of Customer's receipt of an invoice properly submitted by CLS. Service charges in the amount of the lesser of the maximum rate permitted by law or one and one-half percent (1-1/2%) per month, may accrue on all accounts past due by more than thirty (30) days that are not disputed by Customer in good faith and thereafter remain unpaid for a period of five (5) business days after Customer's receipt of written notice of default from CLS. Customer agrees to be responsible for and to pay any sales, personal property, use, VAT, excise, withholding or any other taxes that may be imposed, based on the license, use or possession of the Software licensed hereunder, excluding taxes based upon gross or net income payable by CLS. Customer will be solely responsible for and will pay any and all amounts required in any foreign location to be withheld, charged, deducted, or assessed against such payment amounts, and will promptly furnish CLS with certificates evidencing payment of such amounts. Fees and expenses due from Customer under this Agreement may not be withheld or offset by Customer against other amounts for any reason.

5.   CONFIDENTIALITY AND DATA SECURITY.

5.1   Requirement of Confidentiality. Recipient agrees to hold the Proprietary Information disclosed by Owner in strictest confidence and not to, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information disclosed by Owner to any third party, or utilize the Proprietary Information disclosed by Owner for any purpose whatsoever other than as expressly contemplated by this Agreement. Customer acknowledges that the Software and all documentation of such Software are the Proprietary Information of CLS and/or CLS's licensors, and Customer agrees to treat such information as Proprietary Information in accordance with the terms of this Agreement. With regard to the Trade Secrets, the obligations in this Section 5 will continue for so long as such information constitutes a trade secret under applicable law. With regard to the Confidential Information, the obligations in this Section 5 will continue for the term of this Agreement and for a period of five years thereafter. The foregoing obligations will not apply if and to the extent that Recipient provides documentation sharing that: (i) the information was already known to Recipient, without obligation to keep such information confidential, at the time of Recipient's receipt of information from Owner; (ii) the information communicated was received by Recipient in good faith from a third party having no obligation to keep such information confidential; or

(iii) the information communicated was publicly known at the time of Recipient's receipt from Owner.

5.2 Data Security. During the Term, CLS will maintain and implement a data security program that meets industry standards and reasonably protects Customer's data (including, but not limited to, all Customer Materials), systems, and networks that are at any time accessed or used by CLS. CLS will not, and will ensure that its personnel do not, access or use Customer data, systems or networks unless such access and use is specifically authorized by Customer and is required to provide the Service in the normal course of their duties. CLS's data security program will include, but is not limited to:

- physical security of office spaces and computer infrastructure;
- perimeter network protection, including wireless networks;
- access controls to systems and infrastructure;
- vulnerability management including patch maintenance and periodic testing;
- an incident response plan that identifies escalation paths and reporting;
- disaster recovery procedures designed to prevent accidental or unlawful loss, access or disclosure of Customer data;
- documented security program supporting these requirements; and
- an awareness program to keep CLS employees informed about the security program.

Customer will have the right to perform an assessment of CLS's security program on an annual basis with thirty (30) days' prior notice to CLS. Any deficiencies identified by Customer will be resolved in a reasonable time frame based on a mutually agreed upon solution.

6. PROTECTIVE LEGENDS. Customer will not alter, distort, or remove any confidential, proprietary, copyright, trademark, trade secret, or patent legends from any copy of the Software, or associated Documentation.

7. TRADEMARKS AND TRADE NAMES. Nothing in this Agreement confers upon either party any right to use the other party's trade names and trademarks, except for permitted license use in accordance with this Agreement. All use of such marks by either party will inure to the benefit of the owner of such marks, use of which will be subject to specifications controlled by the owner.

8. INDEMNIFICATION.

8.1 CLS. CLS will indemnify, defend, and hold harmless Customer against any claims, actions or proceedings, arising out of any claim that the Software or the permitted use thereof infringes or violates any third party's patent, copyright, trade secret or other Intellectual Property Right. If the Software is believed by CLS to be the subject of a claim of such infringement, CLS will (i) replace the Software with

software that is functionally equivalent and non-infringing, or (ii) modify the Software to make it non-infringing but in a manner that preserves functional equivalence. If CLS is unable to accomplish either of the foregoing within a reasonable period of time, then either party may terminate the License and the Agreement relative to such Software and CLS will refund all fees paid to CLS by Customer for same after deduction of an appropriate charge for depreciation based on use by Customer prior to such termination. The defense and indemnification set forth in this Section 8.1 is contingent upon (i) Customer providing CLS notice of any claim or cause of action upon which Customer intends to base a claim of indemnification hereunder, (ii) Customer providing, at CLS's request and sole expense, reasonable assistance and cooperation to enable CLS to defend the action or claim hereunder; and (iii) Customer allows CLS to control the defense and all related settlement negotiations, although CLS will consult with Customer.

8.2 Customer. Customer will indemnify, defend, and hold harmless CLS against all claims, actions or proceedings, arising out of any third party claims that the Customer Materials, as furnished by Customer to CLS,, or the permitted use of the same by CLS, infringes or violates any third party's patent, copyright, trade secret right or other Intellectual Property Right. The defense and indemnification set forth in this Section 8.2 is conditioned upon (i) CLS providing Customer notice of any claim or cause of action upon which CLS intends to base a claim of indemnification hereunder, (ii) CLS providing, at Customer's request and sole expense, reasonable assistance and cooperation to enable Customer to defend the action or claim hereunder; and (iii) CLS allows Customer to control the defense and all related settlement negotiations, although Customer will consult with CLS.

8.3 Exceptions. CLS will have no indemnity obligation for claims of infringement resulting from or alleged to result from any combination, operation, or use of any Software with any programs or equipment not supplied by CLS or not specified in the Agreement for such purpose if such infringement would have been avoided by the combination, operation, or use of such Software with items supplied by CLS or specified in the Agreement for such purpose. In addition, CLS will have no indemnity obligation for claims of infringement resulting or alleged to result from (i) any modification of the Software by a party other than CLS if such infringement would have been avoided in the absence of such modifications; or (ii) Customer's failure, within a reasonable time frame, to implement any replacement or modification of Software provided by CLS. Likewise, Customer will have no indemnity obligation for claims of infringement resulting from or alleged to result from any combination, operation, or use of any Customer Materials with any programs or equipment not supplied by Customer or not specified in the Agreement for such purpose if such infringement would have been avoided by the combination, operation, or use of such Customer Materials with items supplied by Customer or specified in the Agreement for such purpose. In addition, Customer will have no indemnity obligation for claims of infringement resulting or alleged to result from (1) any modification of the Customer Materials by

a party other than Customer if such infringement would have been avoided in the absence of such modifications; or (2) CLS's failure, within a reasonable time frame, to implement any replacement or modification of Customer Materials provided by Customer.

9. **WARRANTY DISCLAIMER.** OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY, NOR ITS AFFILIATES, LICENSORS OR SUPPLIERS, NOR THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES MAKES ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO THE OTHER PARTY, OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE DELIVERABLES PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

10. **LIMITATION OF LIABILITY.**

10.1. **LIMITATION OF REMEDY.** SUBJECT TO SECTION 10.3, BELOW, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, LICENSORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY, OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL IN ANY WAY RELATING TO THIS AGREEMENT OR RESULTING FROM THE USE OF OR INABILITY TO USE THE SOFTWARE OR CUSTOMER MATERIALS OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES, INCLUDING THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

10.2. **MAXIMUM LIABILITY.** SUBJECT TO SECTION 10.3, BELOW, IN NO EVENT WILL EITHER PARTY'S LIABILITY FOR ANY DAMAGES TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, EVER EXCEED THE FEES RECEIVED BY CLS UNDER THE AGREEMENT DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIM.

10.3. **EXCEPTIONS.** NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 10.1 OR SECTION 10.2 APPLY TO LIMIT EITHER PARTY'S DEFENSE AND INDEMNIFICATION OBLIGATIONS UNDER SECTION 8 OR LIMIT EITHER PARTY'S LIABILITY FOR BREACH OF ITS OBLIGATIONS UNDER SECTION 5 OR FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

11. **TERM AND TERMINATION.**

11.1. **Generally.** This Agreement will commence on the Effective Date, and thereafter will remain in effect until terminated as provided herein or, if earlier, until all License Terms for any Software provided under the Agreement have either expired or been terminated. In the event that either party materially defaults in the performance of any of its duties or obligations hereunder and does not substantially cure such default, or commence a cure, within thirty (30) days after being given written notice specifying the default or if either party commits serial defaults, the non-defaulting party may, by giving written notice thereof to the defaulting party, terminate the Agreement.

11.2. **Effect of Termination.** Within thirty (30) days (or earlier upon CLS's reasonable written request) after the effective date of a termination of this Agreement for any reason, (a) Customer will (i) remove all Software licensed hereunder from all computer systems and storage media operated by Customer or on Customer's behalf; and (ii) return to CLS all CLS property, including, but not limited to, the Software media, all Documentation, and all copies thereof, and CLS's Proprietary Information if such earlier return is reasonably practicable; and (b) CLS will (i) remove all Customer Materials from all computer systems and storage media operated by CLS or on CLS's behalf; and (ii) return to Customer all Customer Materials and all copies thereof, and Customer's Proprietary Information if such earlier return is reasonably practicable. Customer will be allowed to copy all User Data and other content and data before or promptly after termination. Upon termination of this Agreement for any reason, all rights and licenses granted by CLS hereunder to Customer will immediately cease.

11.3. **Survival.** Termination of this Agreement or any Schedule will not affect the provisions regarding CLS's or Customer's treatment of Proprietary Information, provisions concerning Intellectual Property Rights, provisions relating to the payments of amounts due, provisions under the Indemnification Section 8, or provisions limiting or disclaiming or limiting either party's liability, which provisions will survive such termination.

12. **GENERAL.**

12.1 **Technical Requirements.** Customer must have equipment, software, and Internet access meeting the requirements set forth in the applicable Order Form(s) to be able to use the Software. Acquiring, installing, maintaining and operating equipment and Customer Software is solely

Customer's responsibility, except as otherwise expressly provided in an Order Form.

12.2. Marketing. Customer agrees to permit CLS's reasonable reference to Customer's status as a user of the Software, including captioned quotations in product literature or advertisements, articles, press releases, marketing literature, presentations and the like, and occasional use as a reference for potential new users.

12.3. Force Majeure. Neither CLS nor Customer will be liable for failure to perform any of its respective obligations under this Agreement, other than the payment of fees, if such failure is caused by an event outside its reasonable control, including but not limited to, an act of nature, war, acts of terrorism or natural disaster. Both parties will work in good faith to determine appropriate fees or refunds in the case of a Force Majeure.

12.4. Miscellaneous. This Agreement will not be construed to create any employment relationship, partnership, joint venture or agency relationship or to authorize any party to enter into any commitment or agreement binding on the other party. This Agreement will be binding upon and inure to the benefit of the parties, their legal representatives, permitted transferees, successors, and assigns as permitted by this Agreement. Except as otherwise set forth in this Agreement, this Agreement and all rights and obligations may not be assigned by either party without the prior written consent of the other party, and any such attempted assignment will be void and of no effect; provided, however, that either party hereto will have the right to assign this Agreement to another entity in connection with a reorganization, merger, consolidation, acquisition or other restructuring. No delay or failure in exercising any right hereunder and no partial or single exercise thereof will be deemed to constitute a waiver of such right or any other rights hereunder. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will be valid and enforceable to the fullest extent permitted by applicable law. Customer may not download or otherwise export or re-export any of the Software or any underlying information or technology except in full compliance with all United States or other applicable laws and regulations. All notices required to be given hereunder will be given in writing and will be deemed delivered when delivered either by hand, or upon two (2) days after delivered, by certified mail with proper postage affixed thereto, or by a nationally recognized overnight delivery service addressed to the signatory at the address set forth on the signature page, or such other person and address as may be designated from time to time in writing, or electronic mail. All such communications will be deemed received by the other party upon actual delivery. This Agreement will be exclusively construed, governed and enforced in all respects in accordance with the internal laws (excluding all conflict of law rules) of the State of Georgia and any applicable federal laws of the United States of America, as from time to time amended and in effect. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply in any respect to

this Agreement or the parties hereto. Customer will be solely responsible for compliance with all applicable United States export laws, rules, and regulations. No modifications, additions, or amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of the parties. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will be deemed for all purposes to constitute one and the same instrument. Signatures transmitted and received via facsimile or other electronic means will be treated as original signatures for all purposes of this Agreement. No action, regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after the cause of action accrues.

GLOSSARY

"Customer Software" means the software and/or any other materials used by Customer that are not provided by CLS hereunder or under an Order Form, and includes those items required to be provided by Customer in accordance with Section 12.1 herein.

"Confidential Information" means a Disclosing Party's information (in tangible or intangible form) that is disclosed under this Agreement that is valuable to the disclosing party and not generally known by the public, but which does not rise to the level of a trade secret under applicable law.

"Derivative Works" means any suggestions, contributions, enhancements, improvements, additions, modifications, or derivative works to the referenced software or other materials.

"Documentation" means the user documentation and any other operating, training, and reference manuals relating to the use of the Software, as supplied by CLS to Company, as well as any Derivative Works thereof.

"Error" means a substantial failure of the Software to conform to its Documentation.

"Error Correction" means either a software modification or addition that, when made or added to the Supported Software, establishes substantial conformity of such Supported Software to the Documentation, or a procedure or routine that, when included in the regular operation of the Supported Software eliminates the practical adverse effect on Customer of such non-conformity.

"Intellectual Property Rights" means any and all rights existing from time to time in any jurisdiction under patent law, copyright law, moral rights law, trade-secret law, semiconductor chip protection law, trademark law, unfair competition law, or other similar rights.

"Software" means the CLS Software products and related Services provided by CLS, that are more particularly described on Schedule A.

"Source Code" means all computer programming/formatting code or operating instructions used to create any portion of the Software, incorporated into the Software, or used to operate the Software (including, but not limited to, HTML, Perl, C, C++, Java, Java Script, Visual Basic Script, ASP, ASP.NET, SQL and VRML code, and images, Flash, Director and movie files). The Software includes, but is not limited to, any files necessary to make forms, buttons, check-boxes, and similar functions and underlying technology or components, such as animation templates, interface programs which link multimedia and other programs, customized graphics manipulation engines, and menu utilities, whether in database form or dynamically driven.

"Proprietary Information" means individually and collectively Trade Secrets and Confidential Information.

"Software Support Commencement Date" means the Effective Date.

"Software Support Renewal Date" means the last day of the then-current Software Support Term.

"Support Services" means the software maintenance and support services provided by CLS as more particularly described on Schedule B.

"Supported Software" means the Software acquired from CLS that is listed on the then-current Order Form.

"Trade Secrets" mean information (in tangible or intangible form) that is a trade secret under applicable law.

"Update" means a modification or enhancement to the Supported Software that is generally provided by CLS to CLS's other licensees of the Supported Software as part of Support Services for the Software.

SCHEDULE A —SOFTWARE DESCRIPTION

This Schedule A — Software Description ("Schedule A") is between CLS and the Customer identified on the cover page of the Agreement identified above.

Software:

Our LMS solutions include but not limited to the following:

- Online courses
- Classroom learning (registration)
- Online certification and exams. The LCMS exam module supports:
    - Randomization of questions and question options.
    - Time limit restrictions
    - Question security such as printing restrictions
    - Multiple attempts
    - Real-time grading
    - Emailing of testing grades to student and administrator
    - Password protect and proctoring options
    - Reporting and statistics
    - Question Types:
        - Multiple Choice
        - Multiple Choice Multiple Select
        - True/False
        - Short Answer (word phrases)
        - Matching
    - Beta questions (beta trial questions)
    - Exam versioning
    - Exam Question versioning
    - Supports video and images
- Online quizzes
- Online surveys
- Virtual live classes
- See who is online

LCMS
Learning Content Management System - SiteBuilder
eTrainCenter allows Institutions and businesses to create their own online course content. You are responsible for creating the course content using our LCMS SiteBuilder authoring tools. These authoring tools allow you to create Modules and pages. You can insert quizzes at the end of Modules and a final exam at the end of the course. The eTrainCenter SiteBuilder tools allow you to create and edit eLearning content from a number of predefined page layouts.
There is no programming experience needed to use this user-friendly **LCMS tool**.

eTrainCenter's dynamic and scalable LCMS Solutions include the following:

- Authoring tools (SiteBuilder)
- Editing e learning content
- Online content delivery
- Content authoring
- Learner administrator tools
- Knowledge management
- Collaboration tools
- e-commerce
- Assessments

License Term:

      The License is for one 12-month period from the Effective Date. The License Term will automatically renew for successive twelve (12) month periods unless either party notifies the other in writing on or before thirty (30) days prior to the next site license renewal date of its intent to terminate the License Term. Annual maintenance and product support is included in the License.

SCHEDULE B — SOFTWARE SUPPORT SERVICES

This Schedule B — Software Support Services ("Schedule B") is between CLS and the Customer identified on the cover page of the Agreement identified above.

1.   Definitions. As used herein, and in addition to other terms defined in the Agreement, Capitalized terms shall have the meaning set forth in the Terms and Conditions "Glossary".

2.   Software Support Services.   During the Software Support Term, CLS will provide Customer the assistance described herein and deliver Error Corrections and Updates.

3.   Point of Contact. CLS will provide a single point of contact to qualify support requests for all Original Equipment Manufacturer (OEM) products plus any standard integration included in the installed product (i.e. standard TBS 1.0 integration code). Support will be provided according to the Service Level Agreement described in Schedule "D".

Customer will appoint one or more of its employees to qualify and report support requests in accordance with Schedule D and serve as the primary point(s) of contact with CLS.

4.   Error Correction.   CLS will use reasonable commercial efforts to correct all verifiable and reproducible Errors to the Supported Software. Upon delivery of an Error Correction to Customer, such Error Correction will be considered to be a portion of the Supported Software already licensed by Customer. Within a reasonable period of time after verifying that such Error is present, CLS will initiate work in a diligent manner toward development of an Error Correction with its product partners. The decision to develop or release any error correction for OEM software included in this agreement will be at the sole discretion of the original software vendor

5.   Updates. CLS will provide Customer with all Updates from OEM vendors it certifies as compatible with the overall system. All Updates and any Documentation relating thereto will be subject to the terms and conditions of this Agreement. Updates separately marketed by CLS will be subject to additional charges as may be determined by CLS. If CLS notifies Customer that such Update is mandatory for the continued provision of Software Support Services, Customer agrees to timely install such Updates. In order to assure successful updates are applied, Customer will document any changes to the software or integration code that could be affected in an update. Customer is responsible for re-applying those changes after the update has been made. CLS will supply the customer with documentation of any custom code changes made by their consultants or engineers during the implementation process. The Customer will also be responsible for applying these documented changes after any update.

6.   SOFTWARE SUPPORT SERVICES FEES

6.1.   Fees; Software Support Services. Software Support Services will be provided to Customer pursuant to the Order Form(s), which will list all Supported Software. Customer will pay the fee for Support Services more particularly described in the Service Level Agreement and as modified in accordance with Section 6.2 below ("Support Fee"). Customer will pay the fee in advance on or before the Software Support Commencement Date for the first Software Support Term and thereafter on or before the Software Support Renewal Date.

6.2.   Fees; Software Support Services; Additional Software. If Customer acquires additional Software under this Agreement after the initial Order and Customer elects to receive Software Support Services for such Software, then the then-current Software Support Order will be revised to reflect (i) the additional Supported Software; (ii) the applicable increase to the Support Fee; and (iii) the amount owed by Customer for Software Support Services for the additional Supported Software during the remainder of the then current Software Support Term ("Partial Support Fee"). The Partial Support Fee will be due and payable upon delivery of the additional and Supported Software.

6.3.   Support Fee Adjustments. CLS may adjust the Support Fee for subsequent Software Support Terms by delivering to Customer written notice of such adjustment sixty (60) days prior to the next Software Support Renewal Date; provided that no such adjustment shall result in a Support Fee for any subsequent Software Support Term that exceeds one hundred five percent (105%) of the Support Fee in effect immediately preceding the start of such subsequent Software Support Term. In the event that Customer does not agree to such adjustment, then Customer may elect not to renew Software Support Services for the following Software Support Term by providing CLS written notice of such election on or before thirty (30) days prior to the next Software Support Renewal Date.

7.   Termination of Software Support Services. Software Support Services will commence on the Software Support Commencement Date and will continue for twelve (12) months ("Software Support Term"). The Software Support Term will automatically renew for successive twelve (12) month periods unless either party notifies the other in writing on or before thirty (30) days prior to the next Software Support Renewal Date of its intent to terminate the Software Support Services.

8.   LIMITATIONS & EXCLUSIONS.

8.1   Customer-caused Errors and Non-Compliance.   CLS will not be responsible for providing Software Support Services relating to the following:
    (a) Errors that result from improper handling or use of the Supported Software by Customer;
    (b) Errors for which CLS has provided technical or operational corrections not implemented by Customer within a reasonable time;

(c) Errors caused by changes, alterations or revisions made by or on behalf of Customer;

(d) Errors that result from Customer's use of software or equipment that does not satisfy CLS's minimum requirements;

(e) Problems of Customer caused by Customer's data, network, database, operational or other environmental factors not within the direct control of CLS; or

(f) Failure by Customer to install Updates provided to Customer by CLS from time to time.

8.2 Custom Developed Integrations and Interfaces. Any custom development performed by CLS consultants and engineers during the implementation of the product described in Schedule A falls outside this support agreement. This includes, but is not limited to, any integration with any other customer system, any custom interface or scripting, any customization of the standard interface between suite products or any custom-developed reports. Any such custom development will only be done under a separate written services agreement and statement of work entered into by and between the parties.

SCHEDULE C — FEES

This Schedule C — Order Form and Fees is between CLS and the Customer identified on the cover page of the Agreement identified above.

Software License Fees
Software Maintenance Fees

Description	Licenses	Fees
Software (from Schedule A) ▪ Unlimited Courses, and Student Registrations. 25,000 student registrations (50 authors) 50,000 student registrations (100 authors) 75,000 student registrations (100 authors) 100,000 student registrations (100 authors)	12 month Site License	$xxxxx
▪ CLS Hosting	12 month Web and SQL Hosting Service	$xxxxx
▪ Custom design and development		$150/hour
Total		

Description	Licenses	Fees
12 month product support 12 month product upgrades Training of 1-5 employees on the eTrainCenter System *	12 month Site License (first year included) **renewable yearly with 10% upcost.**	(Included)

* Note: Travel and expenses are not included. Training may be conducted via Web and phone.

Additional Services

Description	Assumptions	Fees
Consulting and custom development fees (if required)	This includes consulting and programming costs per hour.	$150/hour

Client specifics:

- License start date: 01/01/2020.

SCHEDULE D — SERVICE LEVEL AGREEMENT

DEFINITIONS:

Product Support Desk- The Support Professionals who take the initial case report from the customer and log it in the Product Support case management system. They are responsible for assuring customer satisfaction with the resolution prior to closing a case.

Response Time- The time it takes for a support professional to contact the Customer each time a case is escalated.

Update Time- The time interval between updates, from the assigned support professional to the Customer, on case activity.

Feature Modification Request (FMR) - a request to Creative Logic Solutions (CLS) product development to change a feature or function in the standard software as delivered. CLS makes no warranty, express or implied, that CLS will include any FMR in any future release. Upon receipt of an FMR from the Customer, CLS's obligation ends with the submission of the request to CLS product development, in the case of CLS-developed integration code or application code.

Bug- the CLS developed integration code software is not operating according to documented standard functionality.

Business Hours: 8:30 am – 5 pm Monday – Friday
                        9 am – 5 pm Saturday
After Business Hours: 5 pm – 8 am Monday – Friday
                        5 pm – 9 am Saturday
                        Sunday

All times are in Eastern Standard Time

METHODS OF CONTACT

The Customer may contact the Product Support Desk through one of the following contact methods:

Telephone: (during Business hours detailed above)
      (404) 978-1350

By Email: (processed during available hours detailed below)
      support@creativelogicsolutions.com

Note that Severity One (Critical) issues should be submitted via phone <u>and</u> email. Response times to review email are not adequate to meet the Severity Matrix targets for response to the Customer. Please review Severity Matrix for severity levels and associated response times.

<u>*Resolution time:*</u>
Response time to fix Technical Support issue will depend on CLS Technical Support personnel's access to Customer's Web and SQL Servers. If CLS does not have remote access to these servers, issue resolution time may be affected.

Hosting (ASP)
    Items Supported:
        Web application
        Database and data integrity
        Administrator and Content Author issues
        Server Network and Connectivity issues
        Web Server hardware or operating system issues
        SQL Server hardware or operating system issues
        SQL Server data backups and restore

    Items Not Supported:
        Customer or Student Network or Connectivity issues
        Student PC or browser issues

Customer Hosted Solutions
    Items Supported:
        Web application
        Database and data integrity
        Administrator and Content Author issues

    Items Not Supported:
        Customer or Student Network or Connectivity issues
        Student PC or browser issues
        Web Server hardware or operating system issues
        Network or Connectivity issues
        SQL Server hardware or operating system issues
        SQL Server data backups and restore
        Student issues
        Server viruses

Note:
    Support for misuse of the system will be at a billable rate of $150/hour; provided CLS gives Customer advance written notice of the need for such support and obtains Customer's approval to proceed with the work. For example, deleting data such as courses or course content, exams, user profiles, etc. and ignoring system-warning messages.

AVAILABILITY-ROLES-RESPONSIBILITIES

Product Support Desk (PSD) is available to the Customer during Business Hours as defined above. The Tier One PSD will take all supported calls from the customer and open a case for tracking that includes the description of the problem, request or request for information, including the steps to reproduce, if applicable. Once the case is submitted, PSD will acknowledge it within 3 business hours. If the PSD has the skills to resolve the issue for the customer, they will do so and close the case. If the PSD does not have the skills to resolve the issue, the professional opening the case will escalate the case to the Tier Two PSD. Upon escalation, Tier Two has 3 business hours in which to find a resolution, declare the problem a bug, or provide an ETA on a patch or work around. The only exception to this is in the event of the arrival of a Severity One issue (as defined in the Severity Matrix of Schedule D). If an issue meets the criteria of Severity One, the PSD will immediately page a Tier Three PSD engineer per the internal CLS Operating Level Agreement and escalate the case to him or her for immediate handling.

Tier Two Engineering Services is available to receive escalated cases during Business Hours as defined above. Additionally, at least one Tier Two Engineering Services resource will be on call during the PSD hours to receive any escalated Severity One cases. Tier Two will work the issue to resolution. These include, but are not limited to, Feature Modification Requests (FMR), and Bug fixes. Tier Two Engineering Services will make a reasonable attempt to create a workaround for the Customer, either manual or automated, until the issue can be resolved.

Customer Hosted Solutions
Tier Two Engineering Services will require outside access to the Web and SQL Server in order to fully support the Customer. CLS access to the Web server will be via Visual Interdev, FTP or RDP. Customer's Technical Support shall create and ID and password to be used by the CLS Support Team.

Out of Scope Services are detailed on page 1.

Definition	Initial Response Time	Example	Updates Every
Severity 1-Critical: The majority of the Customer's professionals or end-users are experiencing a complete failure of a CLS-supported application that is disabling a Customer's mission-critical business function. This inoperability is preventing Customer from continuing to work. • Complete system failure • No workaround available • Majority of professionals and/or end-users impacted • Mission-critical application(s) down	1 hour	Customer's Clients are unable to log onto the eTrainCenter system. Customer's Clients are unable to take exams or courses on the eTrainCenter system.	Two hours
Severity 2: More than one of the Customer's professionals or end-users is experiencing a partial failure of a CLS-supported application that is disrupting the Customer's business function. • Substantial feature or functionality not available • Software so severely impacted that the affected professionals or end-users cannot continue to work efficiently • Multiple professionals or end-users impacted	3 hours	Customer's Clients are able to log onto the eTrainCenter system but the client or the system is unable to perform a critical function, such as viewing course content pages.	Once per business day
Severity 3: A part of the CLS-supported application is not functioning as designed but the system can be used. The system is operating at a reduced level of efficiency and performance. • Single or multiple professionals or end-users impacted • There is a perceived "bug" in the software • The issue interferes with normal operations or occurs intermittently. • Temporary work-around (may be manual) is likely available	5 hours	Customer's Clients receive errors when saving a data, but the data saves anyway.	Once per business week
Severity 4: There is a minor deficiency or inefficiency in the CLS-supported software; or there is a functional question. The customer's use of the software is not affected. ▪ Something in the environment could better meet the Customer's needs with some planned change (Feature Modification Request-FMR).	24 hours	Customer's administrator wants to know "How do I view the eTrainCenter System on a Macintosh?" Customer would like CLS to change the look of a particular screen.	Once per Month* * All FMR's will be closed and no longer tracked after they are submitted to the proper product partner and a tracking number has been given to the Customer.

SEVERITY MATRIX
After Business Hours

Definition	Initial Response Time	Example	Updates Every
Severity 1-Critical: The majority of the Customer's professionals or end-users are experiencing a complete failure of a CLS-supported application that is disabling a Customer's mission-critical business function. This inoperability is preventing Customer from continuing to work. • Complete system failure • No workaround available • Majority of professionals and/or end-users impacted • Mission-critical application(s) down	2 hours	Customer's Clients are unable to log onto the eTrainCenter system. Customer's Clients are unable to take exams or courses on the eTrainCenter system.	Two hours
Severity 2: More than one of the Customer's professionals or end-users is experiencing a partial failure of a CLS-supported application that is disrupting the Customer's business function. • Substantial feature or functionality not available • Software so severely impacted that the affected professionals or end-users cannot continue to work efficiently • Multiple professionals or end-users impacted	3 hours	Customer's Clients are able to log onto the eTrainCenter system but the client or the system is unable to perform a critical function, such as viewing course content pages.	Once per business day