END USER LICENSE AGREEMENT

USER LICENSE AGREEMENT together with all of the Exhibits attached hereto, including the End User License Order executed by Licensee (collectively, the "Agreement"), is made and entered into by and between the Licensee shown on the applicable End User License Order, (referred to below as "Licensee", or collectively as "Parties"), and **BlueFletch Corp.**, having its principal place of business at 1440 Dutch Valley PL NE, Suite 1200. Atlanta, GA 30324 (together with its subsidiaries and affiliates referred to below as "BlueFletch", "Party", "Licensor" or collectively as "Parties").

IN CONSIDERATION OF mutual covenants and agreements set forth below, the Parties, intending to be legally bound, hereby agree as follows:

RECITALS

Licensee wishes to purchase and BlueFletch wishes to grant a license to the Licensed Program as set forth in this Agreement.

DEFINITIONS

DEFINITIONS

For the purposes of this Agreement:

"Covered Period" shall mean the Warranty Period or any Support Period.

"Critical Defect" shall mean failure of a Licensed Program that significantly impacts the ability of Licensee to effectively operate the Licensed Program or Licensee's business as determined by Licensee.

"Defect" shall mean a Critical Defect or a Non-critical Defect.

"Disabling Procedures" shall mean, with the exception of measures to prevent use of the Licensed Program without a valid license(s), any program routine, device, or other feature, including, without limitation, a time bomb, software lock, drop dead device, malicious logic, worm, Trojan Horse, or trap door, that is designed to delete, disable, deactivate, interfere with, or otherwise harm the Licensed Program or Licensee's hardware, data, or other programs, or that is intended to provide access or produce modifications not authorized by Licensee.

"Documentation" shall mean, for any Licensed Program: (i) the related documentation generally provided with such Licensed Program; (ii) additional documentation related to such Licensed Program actually provided to Licensee, (iii) specifications and documentation attached to or delivered in connection with this Agreement; and (iv) any published specifications of BlueFletch with respect to the Licensed Program as found at docs.bluefletch.com.

"Effective Date" shall mean the date set forth in the End User License Order.

"Licensed Program" shall mean an object code version of each software program set forth in The Licensed Programs Exhibit, all permitted reproductions of the same made by Licensee, and all Source Code Customization(s), modifications, upgrades, enhancements and improvements to such software programs subsequently provided to Licensee by BlueFletch or BlueFletch's authorized agents, distributors or resellers, on any distribution media or via any form of electronic distribution, pursuant to this Agreement or pursuant to any maintenance, support or similar arrangement relating to any Licensed Program. Additionally, any access and use of a platform or portal provided to Licensee by BlueFletch shall be considered a Licensed Program.

"License Fee(s)" shall mean the license fee set forth in the Licensed Programs Exhibit.

"Support Fee(s)" shall mean the Support fees set forth in the Support Exhibit.

"Support Period" shall be as defined in the "services" section of the Support Exhibit to this Agreement.

"Support Services" shall mean the support services outlined in the Support Exhibit.

"Non-critical Defect" shall mean any identified defect other than a Critical Defect.

"Licensee" shall mean Licensee and Licensee Affiliates.

"License Order" shall mean the End User License Order which specifies the licenses purchased by the End User and their respective start and end dates.

"Licensee Site" shall mean any site, facility, or location that at any time during the term of this Agreement is owned, leased, or otherwise operated by Licensee.

"Releases" mean new versions of the Licensed Program or additions to the Licensed Program issued by BlueFletch from time to time to BlueFletch's customers generally, either without charge or pursuant to standard maintenance provisions, including enhancements and/or corrections of errors.

"Source Code Customization(s)" means any customization(s), enhancements, or other such changes to the base source code of the licensed Program(s) made by BlueFletch, even if made at the Licensee's request.

"VAR" means Value Added Reseller and shall refer to the third-party processing Licensee's order (if applicable) of Licenses hereunder and receiving payment from Licensee therefor.

"Virus" shall mean any malicious computer code or computer virus.

"Warranty Period" shall mean a period beginning on the Effective Date and ending at the end of the License Term.

TERMS

LICENSE

Grant of License

BlueFletch hereby grants to Licensee an irrevocable, nonexclusive, transferable, worldwide, royalty-free, and fully paid-up license, to use each Licensed Program for Licensee's benefit exclusively during the License Term as defined and specified in the respective License Order, and subject to the License Fee requirements as described in the License Fee Section of this Agreement. Licensee shall use the Licensed Program and Documentation only under the terms and conditions described in this Agreement unless otherwise permitted by BlueFletch.

Licensee shall have the right to move, substitute, upgrade, increase the capacity of, virtualize, or add equipment on which the Licensed Program is installed without incurring any additional fees or charges outside of the fees or charges described in this Agreement or the exhibits attached hereto.

Licensee shall have the right to move, substitute or add Licensee Sites without incurring any additional fees or charges outside of the fees or charges described in this Agreement or the exhibits attached hereto.

Licensee may make an unlimited number of copies of the Licensed Program and Documentation for disaster recovery, backup, archive, testing, staging, training, maintenance, and other similar purposes as determined in Licensee's sole, but reasonable discretion, without additional cost.

Licensee shall have the right to allow its consultants and contractors to use the Licensed Program in accordance with this Agreement provided that Licensee has entered into a non-disclosure agreement with such party.

Transfer of License

Licensee shall have the right to transfer license type to any supported operating system at no additional charge. License Support shall be moved from one license to the other.

Should license(s) be required to be changed as a result of a licensing change or upgrade by BlueFletch, Licensee shall be entitled to such conversion at no additional cost and shall make a "determination of equivalency" such that the conversion has left Licensee with equal to or greater access to licensing use as determined by Licensee. Maintenance charges associated with the new licensing shall carry forward to the new licensing in the current year and the maintenance caps of the old licensing shall carry forward to the new licensing maintenance. Exhibits documenting the change in license and associated maintenance fees, including carry forward if any, will be provided as appropriate. If this Agreement authorizes individual line deletion of products from maintenance, that same authorization shall continue to apply.

Ownership

The parties acknowledge and agree that:

The Licensed Program(s) and any changes to the Source Code of the Licensed Program(s) are the exclusive property of BlueFletch, and not Licensee.

LICENSE FEE

Fees

In consideration of the licenses granted under this Agreement, Licensee shall pay to BlueFletch (or to the applicable VAR) the License Fee for the software licenses purchased by Licensee set forth in the End User License Order (or other purchase document provided by the applicable VAR) and payable from time to time pursuant to the End User License Order (or other purchase document provided by the applicable VAR) and the Licensed Programs Exhibit attached hereto. All invoices issued by BlueFletch under this Agreement are due NET 30 from the date of invoice.

BlueFletch shall issue licenses to the Licensee within three (3) days of receipt of payment for the License Fees. BlueFletch will have no obligation to issue licenses to the Licensee until payment is received by BlueFletch from or on behalf of the Licensee.

License fees shall increase at the end of the then-current term by the greater of the most recent 12-month average change to the U.S. Consumer Price Index for all Urban Consumers (CPI-U), All Items, U.S. City Average, as published by the U.S. Bureau of Labor Statistics or 5%. Other Fees

No costs or expenses shall be due and payable by Licensee unless made a part of this Agreement. Any agreed upon reimbursement by Licensee for BlueFletch's reasonable and pre-approved travel or transportation expenses shall be subject to and made only in accordance with Licensee's then current standard travel and expense guidelines, as such guidelines may be amended from time to time by Licensee in Licensee's sole and absolute discretion. All invoices shall be sent to Licensee's address set forth above.

Late Fees

BlueFletch reserves the right to impose a late fee of 1.5% per month on all fees not paid when due (or the maximum allowed under applicable law, whichever is greater). End User shall reimburse BlueFletch for all reasonable, actual costs incurred in collecting any amounts owed under this Agreement, including reasonable attorney's fees and/or third party collection fees. Failure to pay late fees or collection costs imposed under this Agreement may result in suspension of End User's licenses and shall constitute a default hereunder.

Taxes

Licensee shall be responsible for and pay all applicable goods and services taxes, provincial sales taxes and any other taxes arising from Licensee's use, reproduction, performance, display or distribution of the Licensed Program, including sales or use taxes thereon ("Taxes"); provided, however, that Licensee is not obligated to pay corporate excise taxes and taxes based on the net worth, capital, property, or income of BlueFletch or taxes imposed by reason of BlueFletch's doing business or being incorporated in a jurisdiction, and which BlueFletch is obligated to pay under applicable law. BlueFletch shall be responsible for collecting such Taxes from Licensee and BlueFletch shall (a) be responsible for penalties, interest or other charges arising from BlueFletch's failure to remit Taxes collected from Licensee; and (b) indemnify and hold harmless Licensee from and against any loss, cost, damage, liability, or expense (including reasonable attorney's fees) arising from or relating to BlueFletch's failure to remit Taxes collected from Licensee.

True Up

Licensee may use the Licensed Programs in quantities as set forth in this Agreement provided that it materially complies with the provisions of this paragraph. Licensee agrees to furnish BlueFletch, upon reasonable request, with a document verifying Licensee's actual deployment of Licensed Programs. Licensee will pay additional License Fees for each Licensed Program equal to Licensee's actual deployment of Licensed Programs, less any License Fees previously paid for such deployment. BlueFletch may audit Licensee's actual use of Licensed Programs through remote methods, at any time during any active License Term, to ensure the Licensed Programs are not being used in excess of the terms of the Licensed Program Exhibit attached to this Agreement. BlueFletch's audit shall be the conclusive record of Licensee's actual use of the Licensed Programs. Any additional License Fees incurred in accordance with this section shall be invoiced and paid pursuant to the Fees section above.

SUPPORT

BlueFletch shall provide technical support and maintenance services as set forth in the Support Exhibit.

DELIVERY AND INSTALLATION

Delivery

BlueFletch shall deliver the Licensed Program to Licensee pursuant to the License Fee section of this Agreement.

TERM AND TERMINATION

Term

The term of this Agreement shall commence as of the Effective Date of this Agreement and shall continue until the end date of the licenses issued hereunder (as specified on the respective License Order, purchase order, or similar document issued by a VAR), unless earlier terminated pursuant to the provisions herein. This Agreement may be extended by written Agreement which may be in the form of an executed License Order, purchase order, or similar document issued by a VAR. However, the terms of this Agreement shall remain in effect for any period of time in which Licensee uses the Licensed Programs, even if the licenses have expired.

Termination for Cause

A Party shall be in default under this Agreement upon the occurrence of one or more of the following events:

- Failure of said Party to timely perform or fully satisfy any material obligation or condition under this Agreement.

If said Party:

- is dissolved (other than pursuant to a consolidation, merger or amalgamation),
- becomes insolvent or is unable to pay its debts as they become due or admits its inability generally to pay its debts as they become due,
- makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- institutes or has instituted against it a proceeding or petition for insolvency or bankruptcy or the winding up or liquidation of its business or
- seeks or becomes subject to the appointment of a receiver, trustee or other similar official for it or for all or substantially all of its assets.

In the event a Party defaults under this Agreement, and does not cure such default within thirty (30) days after receipt of written notice of such default, the non-defaulting Party may terminate this Agreement, any attachment hereto, or any portion thereof. Notwithstanding anything in this Agreement to the contrary, Licensee shall have the right to obtain any services provided by BlueFletch under this Agreement from a third party during any cure period under this Agreement.

The rights provided to the non-defaulting Party under this Section are not intended to constitute an election of remedies and, except as provided otherwise herein, the non-defaulting Party shall have such remedies as are available to it in law or equity.

Effect of Termination

Notwithstanding termination of this Agreement for any reason:

- all licenses granted pursuant to this Agreement shall survive and remain in full force and effect through the remainder of the term of the Licenses as specified in the Licensed Programs Exhibits attached hereto.
- BlueFletch shall continue to perform its obligations under the Support Exhibit for the remaining Support Period. In the event BlueFletch terminates this Agreement due to Technology Incompatibility (as defined below), BlueFletch shall be obligated to provide support only for so long as technically feasible.
- Licensee shall have the right to obtain any services provided by BlueFletch under this Agreement from a third party during any cure period under this Agreement.
- Upon expiration or termination of this Agreement for any reason (in either case, the "**Termination Date**"), BlueFletch shall, in each case at its sole cost and expense, (i) promptly deliver to Licensee, any documents, data, know-how, methodologies, software and other materials provided to BlueFletch by Licensee or by any third party at the direction of Licensee in connection with this Agreement (collectively, "**Licensee Materials**"), (ii) promptly remove any BlueFletch equipment located at Licensee Sites.
- No later than the Termination Date, each party shall, at its sole cost and expense, (i) securely return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information (as defined below) in form and substance directed by the Disclosing Party (as defined below), (ii) permanently and securely erase all or any part of the other party's Confidential Information from its, and in the case of BlueFletch its employees, agents, subcontractor's, data processor's or cloud service provider's computer systems, and, (iii) upon request, certify in writing to the other party that it has complied with the requirements of this clause.
- In no event shall Licensee be liable for any BlueFletch termination costs arising from the expiration or termination of this Agreement.

Termination for Technology Incompatibility

In the event Licensee changes its hardware, software, servers or other technical infrastructure (collectively, "Technology") such that its Technology is no longer compatible with BlueFletch software (despite reasonable attempts by the Parties to resolve such incompatibility), BlueFletch shall have the right to terminate this agreement upon written notice to Licensee. In the event of such termination, BlueFletch's obligation to continue supporting the Licensed Programs shall cease when Licensee implements the incompatible Technology contemplated in this section.

Termination by Parties for Convenience

In addition, either Party shall have the absolute right to terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the other Party. In the event of Termination for Convenience, the parties shall cooperate to wind down the use of the Licensed Program in an agreed timeframe.

TITLE AND INDEMNITY

Title Warranty

BlueFletch represents and warrants that BlueFletch (i) maintains all necessary licenses and consents to perform and provide the Licensed Program and Documentation hereunder; (ii) owns and shall continue to own all right, title and interest in and to the Licensed Program and Documentation; and (iii) that BlueFletch has and shall continue to have full authority to enter into this Agreement and perform BlueFletch's obligations in this Agreement. BlueFletch further represents and warrants that it has the right to grant licenses to the Licensed Program and Documentation and all other components thereof, including all rights, authorizations, consents and/or licenses necessary to incorporate any third party intellectual property rights into the Licensed Program and Documentation, and such shall be granted to Licensee free of all claims, liens, encumbrances and other restrictions and without otherwise violating the rights of any third party.

Indemnity

BlueFletch ("**Licensor Indemnifying Party**") shall defend, indemnify and hold harmless Licensee, Licensee's affiliates, and the officers, directors, employees, agents, successors and permitted assigns of Licensee and Licensee's affiliates (each, a "**Licensee Indemnitee**") from and against all Losses (as that term is defined herein) arising out of or resulting from any third party demand, allegation, claim, suit, action or proceeding (each, an "**Action**") arising from, asserted to arise from, or related in any way to (i) breach or alleged breach of confidentiality, (ii) breach or alleged breach of any representations or warranties, (iii) violation (including any alleged violations) of any rule or law in the performance of the Services, including any violation of applicable anti-corruption laws, (iv) damages to real or tangible personal property and/or bodily injury or death to any person arising out of or in connection with this Agreement except to the extent that such damages, injury or death were caused by the negligence or willful misconduct of the Licensee and/or (v) any proceeding brought against the Licensee or its Agents for any violation of legally protected rights of any third parties, including but not limited to, patents, copyright, trade secret, unfair competition, or any and all other Claims arising out of the assignment of or use of the Licensed Program by Licensee, of the Services and/or any other information furnished by or created by BlueFletch in connection to this Agreement.

BlueFletch shall indemnify, defend, and hold Licensee Indemnitees harmless against all Losses arising out of any demand, allegation, claim, suit, action or proceeding, to the extent such demand, allegation, claim, suit action, or proceeding is based upon or alleges a claim that the Licensed Program or Documentation infringes upon or violates any patent, copyright, trademark, trade secret, intellectual property right or proprietary information of any third party.

Licensee ("**Licensee Indemnifying Party**") shall defend, indemnify, and hold harmless Licensor, Licensor's affiliates, and the officers, directors, employees, agents, successors and permitted assigns of Licensor and Licensor's affiliates (each, a "**Licensor Indemnitee**") from any and all Losses arising out of or resulting from any Action arising from, or related in any way to Licensee's (i) negligence or willful misconduct; or (ii) use of the Licensed Program or Documentation in a manner not authorized or contemplated by this Agreement; (iii) use of the Licensed Program in combination with data, software, hardware, equipment or technology not provided by Licensor or authorized by Licensor in writing; (iv) modifications to the Licensed Program not made by Licensor; or (v) use of any version other than the most current version of the Licensed Program or Documentation delivered to Licensee.

For purposes of this section, "Licensor Indemnifying Party" and "Licensee Indemnifying Party" may each be referred to as "Indemnifying Party" and "Licensee Indemnitee" and "Licensor Indemnitee" may each be referred to as "Indemnitee."

The applicable Indemnitee shall promptly notify the applicable Indemnifying Party in writing of any Action and cooperate with the Indemnifying Party at the Indemnifying Party's sole cost and expense. The Indemnifying Party shall immediately take control of the defense and investigation of such Action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnifying Party's sole cost and expense. In the event that the Indemnifying Party advises the Indemnitee that it will contest the Indemnitee's claim for indemnification hereunder, or fails, within ten (10) days of receipt of any indemnification notice to notify the Indemnitee in writing of its election to defend, settle or compromise the applicable Action (or discontinues its defense at any time after it commences such defense), then the Indemnitee may, at its option, defend, settle or otherwise compromise or pay such Action, and unless and until the Indemnifying Party elects in writing to assume and does so assume the defense of any such Action, the Indemnitee's costs and expenses arising out of the defense, settlement or compromise of any such Action, including the settlement amount itself, shall be deemed Losses subject to indemnification hereunder. Notwithstanding Indemnifying Party's right to direct the defense against any Action, the Indemnifying Party shall not have the right to compromise or enter into an agreement settling any Action that imposes liability or obligations on the Indemnitee without the prior written consent of the Indemnitee. Notwithstanding the foregoing, the Indemnifying Party may, upon prior written notice to and consultation with, the Indemnitee, compromise or enter into a settlement agreement that involves solely the payment of money by the Indemnifying Party, provided such settlement includes a complete, unconditional, irrevocable release of the Indemnitee with respect to such Action. The Indemnitee's failure to perform any obligations under this Section shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense. The Indemnifying Party's obligations to defend, indemnify and hold harmless the Indemnitee from and against all Losses as provided for hereunder will apply regardless of whether such Losses are caused in part by the Indemnitee, provided that the Indemnitee is not the sole

cause of such Losses. For purposes of this Agreement, "**Losses**" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

REPRESENTATIONS AND WARRANTIES

Performance

BlueFletch represents and warrants that:

- The Licensed Program, as delivered to Licensee hereunder, shall meet the specifications set forth in the the Documentation, without the need for customization or modification, or the delivery of any additional Services;
- To the extent that the information provided to BlueFletch by Licensee is accurate, complete, and up-to-date, the Licensed Program shall be compatible with Licensee's existing data files, business information, and systems, such that significant additional applications, systems software, or interfaces shall not be required to be produced or procured in order to complete the implementation of the Licensed Program; and
- The Licensed Program shall be free of any critical defect in material of the media in which the Licensed Program is delivered.
- The performance and functionality of the Licensed Program shall not be materially degraded.

Viruses and Malware

BlueFletch further represents and warrants that:

The Licensed Program does not and shall not contain Viruses or Malware. If BlueFletch incorporates into the Licensed Program programs or routines supplied by other vendors, licensors, or contractors, BlueFletch shall obtain comparable warranties from such providers or BlueFletch shall take appropriate action to ensure that such programs or routines are free of Viruses or Malware. Notwithstanding any other limitations in this Agreement, BlueFletch agrees to notify Licensee immediately upon discovery of any Viruses or Malware that are or may be included in Licensed Program that have been issued or delivered by BlueFletch. If Viruses or Malware are discovered or reasonably suspected to be present in the Licensed Program, BlueFletch agrees to take action immediately, at BlueFletch's own expense, to identify and eradicate (or to equip Licensee to identify and eradicate at no cost to Licensee) such Viruses or Malware and carry out any recovery necessary to remedy any impact of such Viruses or Malware at no cost to Licensee.

Remedies

If BlueFletch or a Licensed Program at any time fails to fulfill or is not in compliance with one or more of the warranties set forth above, then Licensee may inform BlueFletch in writing and provide to BlueFletch such information and materials as BlueFletch may reasonably request to document and reproduce such noncompliance. Such information may include, if and to the extent applicable, a written explanation of the problem with the software or other noncompliance, a written description of the operating environment and (if permitted) a copy of any software program used with the Licensed Program. Within fifteen (15) business days following the receipt of such information and materials, BlueFletch shall modify the appropriate Licensed Program or replace the appropriate Licensed Program with other software offering comparable functionality, in each case as may be necessary to cause BlueFletch and the Licensed Program to fulfill and be in compliance with the warranties set forth in this Section.

Providing Warranty Service

In addition to the foregoing, during any Covered Period the following shall apply:

Critical Defects

In the event of a Critical Defect, Licensee shall identify such Critical Defect to BlueFletch either orally or in writing and, within eight (8) hours thereafter, BlueFletch shall commence diligent efforts to fix, repair, or create a work around for the Critical Defect. Licensee shall make available to BlueFletch a listing of output and such other data which BlueFletch reasonably may request in order to reproduce operating conditions similar to those present when the error, defect or nonconformity was discovered, and BlueFletch shall make every effort to fix, repair, or create a work around for the Critical Defect within twenty four (24) hours of the notice of defect from Licensee. If BlueFletch fails to deliver a remedy or work-around to Licensee for any Critical Defect within forty-eight (48) hours of the notice from Licensee of such defect, Licensee shall be entitled to a credit equivalent to one (1) month of licensing of the Licensed Program for each additional twenty-four (24) hour period during which any such Critical Defect remains unresolved.

Non-Critical Defects

Non-critical Defects shall be corrected by the earlier of: (i) the date of the next release with respect to the Licensed Program if the next release is more than forty five (45) days after the date BlueFletch receives notification of the Non-critical Defect; (ii) the date of the following release with respect to the Licensed Program if the next release is forty five (45) days or less after the date BlueFletch receives notification of the Non-critical Defect; or (iii) one hundred and twenty five (125) days after the date BlueFletch receives notification of the Non-critical Defect.

For all Non-critical Defects, Licensee shall make available to BlueFletch a listing of output and such other data which BlueFletch reasonably may request in order to reproduce operating conditions similar to those present when the error, defect, or nonconformity was discovered. Should a defect be deemed to not be a defect in the Licensed Program but rather the result of an action, inaction, or other change by the Licensee ("Issue"), then, if the Licensee has no remaining Support Hours available, then Licensee shall be invoiced by BlueFletch for any associated costs and expenses incurred by BlueFletch in providing support to help resolve the Issue. In each case, BlueFletch shall demonstrate good faith and diligent prosecution of such corrective measures.

If BlueFletch fails to remedy any Non-critical Defect within the applicable time-period specified above, Licensee may be entitled to one (1) additional month of licensing of the Licensed Program.

Correction Procedures

The correction of any defect shall be implemented through a reasonable fix consisting of sufficient programming and/or operating instructions to implement the correction. Following completion of the correction of any Critical Defect or Non-critical Defect, BlueFletch shall include the correction in all subsequent updates and Releases of the Licensed Program.

NO OTHER WARRANTIES

THE EXPRESS WARRANTIES OF BLUEFLETCH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES ARISING UNDER THIS AGREEMENT FROM OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE LICENSED PROGRAM OR DOCUMENTATION OR THE DELIVERY OF SERVICES. BLUEFLETCH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE LICENSED PROGRAM OR DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM THE COURSE OF DEALING BETWEEN THE PARTIES OR USAGE OF TRADE. THESE DISCLAIMERS OF WARRANTY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT.

LIMITATIONS OF LIABILITY

(A) UNDER NO CIRCUMSTANCES SHALL A PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF USE OF DATA, OR INTERRUPTION OF BUSINESS, WHETHER SUCH ALLEGED DAMAGES ARE ALLEGED IN TORT, CONTRACT, OR INDEMNITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(B) IN NO EVENT WILL THE AGGREGATE LIABILITY OF BLUEFLETCH FOR ANY CLAIM(S) OR LOSS(ES) ARISING HEREUNDER EXCEED THE FEES PAID OR PAYABLE TO BLUEFLETCH IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO SUCH CLAIM(S) OR LOSS(ES), WHETHER SUCH CLAIM(S) OR LOSS(ES) ARE ALLEGED IN TORT, CONTRACT, INDEMNITY, OR OTHERWISE.

THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO:

- ANY THIRD PARTY CLAIM FOR PROPERTY DAMAGE, INTELLECTUAL PROPERTY INFRINGEMENT OR PERSONAL INJURY;
- A BREACH OF INTELLECTUAL PROPERTY RIGHTS;
- A BREACH OF THE CONFIDENTIALITY OBLIGATIONS;
- A BREACH OF ANY LICENSE RIGHTS GRANTED IN THIS AGREEMENT;
- A PARTY'S GROSS NEGLIGENCE, RECKLESSNESS, WILLFUL MISCONDUCT OR INTENTIONAL BREACH OF THIS AGREEMENT;
- ANY CLAIM INVOLVING A VIOLATION OF APPLICABLE LAW; OR
- A PARTY'S OBLIGATIONS TO PAY OR PROVIDE CREDITS UNDER THIS AGREEMENT.

UNIFORM COMPUTER INFORMATION TRANSACTION ACT

THE PARTIES EXPRESSLY REJECT THE INCLUSION OF ANY IMPLIED OR EXPRESS TERMS AND/OR CONDITIONS INTO THIS NEGOTIATED AGREEMENT BASED ON THE UNIFORM COMPUTER INFORMATION TRANSACTION ACT ("UCITA"), OR ANY VARIATION THEREOF.

INSURANCE

Without limiting its liability hereunder, BlueFletch shall maintain during the life of this Agreement the following insurance and shall furnish Licensee, in duplicate, Certificates of Insurance as evidence thereof upon request. BlueFletch agrees to maintain the following insurance coverages:

A. ***Workers' Compensation***:
Workers' Compensation Insurance in accordance with the laws of the applicable state covering BlueFletch and its employees for all costs, statutory benefits and liabilities under State Workers' Compensation and similar laws and Employers Liability insurance with limits of at least:
- $500,000 for Bodily Injury – each accident
- $500,000 for Bodily Injury by disease – policy limits
- $500,000 for Bodily Injury by disease – each employee

B. Commercial General Liability
Commercial General Liability written on an ISO CG0001 form or its equivalent covering Bodily Injury or Property Damage arising from premises or products/completed operations, and liability assumed under an insured contract (Contractual Liability) with limits of at least:
- $1,000,000 each occurrence limit for all bodily injury or property damage
- $2,000,000 General Aggregate limit

C. Automobile Liability
Automobile Liability with a limit of at least $1,000,000 combined single limit, covering all owned, hired, and non-owned automobiles operated by BlueFletch.

D. Umbrella and/or Excess Liability Insurance
With limits of at least $1,000,000 per occurrence and $1,000,000 aggregate in excess of the limits provided by Supplier's insurance policies set forth in A., B., & C. above. The coverage terms of the Umbrella/Excess insurance must be at least as broad as the underlying policies as shown above.

E. Technology Errors & Omissions or Professional Liability
Covering liability for errors and omissions arising out of BlueFletch's performance of its obligations pursuant to this Agreement, in an amount not less than $5,000,000 per claim and $5,000,000 in aggregate, which policy shall include coverage for negligent acts and errors and omissions arising out of or related to the design, development, installation, and operation of the deliverables and the furnishing of Services by BlueFletch.

F. ***Cyber Insurance***
Which will include coverage for Privacy Liability & Network Security Liability, Regulatory Proceedings, Internet Media Liability, Data Breach Expenses, Network Extortion, Digital Asset Coverage, and Business Interruption Coverage in the amount of at least $5,000,000 for each incident and at least $5,000,000 in the aggregate.

G. ***Additional Requirements***
   a. BlueFletch may meet the required insurance coverages and limits above with any combination of primary and Umbrella/Excess liability insurance; and
   b. BlueFletch is responsible for any deductible or self-insured retention.
   c. Additional Insured shall apply to B., C., & D. above in favor of Licensee.
   d. All insurance above will be procured from an insurance company eligible to do business in the state or states where work is performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, BlueFletch may procure insurance from the state fund of the state where work is to be performed.

H. All policies above will include coverage for Subcontractors of BlueFletch or BlueFletch shall cause any Subcontractor to provide insurance with limits and provisions at least equal to those above.

BlueFletch shall provide Licensee with a certificate of insurance evidencing the above coverage upon request. Licensee shall be covered to the full insurance coverage limits held by BlueFletch, and BlueFletch will be liable for all deductible portions of each policy described above. This Article shall not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a party hereto to indemnify, defend and hold the other harmless under this Agreement).

IMPORT/EXPORT CONTROLS

Licensee and BlueFletch specifically acknowledge that the items and services under this Agreement may be subject to the United States and other country's import and export control laws. Each party shall strictly comply with all applicable import and export requirements. In the event that BlueFletch maintains offices outside of the United States, it shall be solely responsible for compliance with all import and export requirements with regard to information exchanged with such non-US locations whether such information is exchanged directly with Licensee or via one of BlueFletch's US locations.

Service Level Agreement

To the extent Licensee has access and uses any hosted platform or portal ("**Solution**") provided by BlueFletch or a third party on behalf of BlueFletch, BlueFletch shall provide the Solution in accordance with the Service Level Agreement Exhibit, attached hereto.

MISCELLANEOUS PROVISIONS

Amendment

This Agreement may only be amended by an instrument in writing signed by both of the parties hereto.

Antitrust Claims

BlueFletch hereby conveys, assigns, and transfers to Licensee one hundred percent (100%) of all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or the common or statutory law of any State arising out of or relating to BlueFletch's purchase of Products which are subsequently resold to Licensee after the Effective Date of this Agreement.

Assignment

No party shall assign this Agreement, in whole or in part without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, provided, however, that BlueFletch may assign this Agreement and its rights and obligations hereunder without the other party's consent in connection with the transfer or sale of all or substantially all of the business of BlueFletch, whether by merger, sale of stock, sale of assets or otherwise. Any assignment not in accordance with this Agreement shall be void.

Attorney's Fees

In connection with any legal proceeding brought to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all costs, expenses and reasonable attorneys' and paralegals' fees incurred by said prevailing Party in such proceedings, including all costs, expenses, and reasonable attorneys' and paralegals' fees incurred on appeal, in appeals, administrative proceedings, or in mediation or arbitration.

Compliance with Laws

BlueFletch represents and warrants that it is in compliance with, and that all items and services provided by BlueFletch shall be in compliance with, all applicable laws, rules, and regulations.

Confidentiality

A party that receives or acquires Confidential Information (as that term is defined herein) directly or indirectly under this Agreement (the "**Receiving Party**") agrees: (a) not to disclose or otherwise make available Confidential Information of the party that discloses Confidential Information under this Agreement (the "**Disclosing Party**") to any third party without the prior written consent of the Disclosing Party; *provided, however*, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its officers, employees, consultants and legal advisors, and in the case of BlueFletch to Permitted Subcontractors, who have a "need to know", who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Article (all such individuals and entities to which Confidential Information is disclosed, "**Authorized Persons**"); (b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Licensee, to make use of the Services and Licensed Programs; (c) to immediately notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party; and (d) to be responsible for any breach of confidentiality caused by any of its Authorized Persons. For purposes of this Agreement, "**Confidential Information**" means any information that is treated as confidential by a party, including, without limitation, data, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, marketing. Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (a) to the extent permitted under the law, prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon

the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

BlueFletch agrees and covenants that it: shall implement administrative, physical and technical safeguards to protect Confidential Information that are no less rigorous than accepted industry practices.

If the Parties hereto have executed a non-disclosure agreement or similar contract, the provisions of such agreement shall control in the event of a conflict between the terms of this Confidentiality section and the terms of such agreement.

Entire Agreement

This Agreement, along with the attached Exhibits, represents the entire agreement of the parties and supersedes all prior agreements concerning the same subject matter. No purchase order, amendment, modification or release from any provision hereof, shall arise out of a course of action or mutual agreement unless such agreement is in writing, signed by both parties. Notwithstanding any online terms and conditions on any of BlueFletch's websites, the terms of this document shall govern all transactions between the parties. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule, Exhibit or Statement of Work, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits and Schedules; (b) and second, its Exhibits and Schedules.

Governing Law, Venue, and Dispute Resolution

BlueFletch and Licensee agree to attempt in good faith to resolve any disputes which may arise hereunder. With the exception of emergency or interim injunctive relief, an aggrieved party shall discuss any claim or dispute with the other party prior to initiating any legal action.

If Licensee is organized under the laws of a state of the United States or has its principal place of business in the United States, the following law and venue provision shall apply:

This Agreement, and any disputes, claims, legal suits, actions or proceedings ("**Claims**") arising out of or related to this Agreement or the Services provided hereunder, shall be governed by and construed in accordance with the internal laws of the State of Georgia to the exclusion of the law of any other state and without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Georgia. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any Claims arising out of or related to this Agreement or the Services provided hereunder shall be instituted by the parties or related non-parties, including but not limited to Affiliates and third-party beneficiaries, exclusively in the federal courts of the United States located in the State of Georgia or the courts of the State of Georgia located in the County of Fulton, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such Claims and waives any objection based on improper venue, lack of personal jurisdiction, or forum non conveniens.

If Licensee is organized under the laws of a jurisdiction outside the United States and has its principal place of business outside the United States, the following law and venue provision shall apply:

This Agreement, and any disputes, claims, legal suits, actions or proceedings ("**Claims**") arising out of or related to this Agreement or the Services provided hereunder, shall be governed by and construed in accordance with laws of England and Wales to the exclusion of the law of any other jurisdiction and without giving effect to any choice or conflict of law provision or rule (whether of England and Wales or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any Claims arising out of or related to this Agreement or the Services provided hereunder shall be instituted by the parties or related non-parties, including but not limited to Affiliates and third-party beneficiaries, via arbitration pursuant to the provisions below.

Arbitration: Any Claims arising out of or relating to this Agreement (including its formation, interpretation, performance, breach, termination, or validity) which cannot be settled through good faith negotiation between the Parties shall be finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC) in effect at the time the arbitration is commenced. The parties agree that arbitration under the ICC Rules shall be the exclusive method for resolving Claims and each party waives its right to bring any action, suit, or proceeding in any other judicial forum except to enforce an arbitral award in a court of competent jurisdiction.

Arbitration Procedure:

a. The arbitration shall be conducted by one (1) arbitrator (or three (3) arbitrators, if the parties agree or if required by the ICC Rules).

b. The seat of arbitration shall be London, England.

c. The language of the arbitration shall be English.

d. The arbitration award shall be final and binding on the parties, and judgment on the award may be entered in any court of competent jurisdiction.

e. The parties may seek emergency, interim, or conservatory measures (including injunctive relief) from the arbitrator(s).

f. Each party shall bear its own attorneys' fees and expenses in connection with the arbitration, and the arbitrator(s) shall not award attorneys' fees to the prevailing party except upon a finding that a party has acted in bad faith. The costs of the arbitration, including tribunal costs and ICC administrative fees, shall be allocated by the arbitrator(s) in accordance with the ICC Rules.

g. The parties may participate in arbitration remotely unless otherwise required by the ICC rules or the arbitrator(s).

Injunctive Relief:

Notwithstanding the forgoing provisions, either party may seek temporary or preliminary injunctive relief in any court of competent jurisdiction to protect its intellectual property rights or confidential information.

Headings

Headings in this Agreement are for reference only. Capitalized terms not otherwise defined in an exhibit shall have the meaning ascribed to them in the Agreement.

No Third-Party Beneficiaries

There are not intended or unintended third-party beneficiaries to this Agreement.

Parties Bound

This Agreement shall be binding upon the Parties hereto and their respective successors, heirs, personal representatives and assigns.

Publicity

Neither Party shall disclose to any person the terms of this Agreement. Neither Party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or its relationship with the other Party or that otherwise refer to or mention the other Party or its business without the prior consent of the other Party. Parties also shall not use the other Party's trademarks, service marks, trade names, logos, symbols or brand names, in each case, without the prior consent of the other Party.

Severability

In the event that any provision of this Agreement shall be held unconscionable, unenforceable, or void for any reason by any tribunal of competent jurisdiction; it is agreed that the provision in question shall be modified to eliminate the elements of concern to the tribunal and shall then be binding on the parties hereto. The remaining provisions of this Agreement shall not be affected by the action of any tribunal or modification of such provision and shall remain in full force and effect.

Survival

The terms of the sections entitled: Grant of License, Confidentiality, Term and Termination, Indemnity, Remedies, Providing Warranty Service, and Limitation of Liability shall survive the termination of this Agreement.

Waiver

Failure of either party to enforce at any time, or for any period of time, one or more of the terms or conditions of this Agreement shall not be a waiver of such term or condition or of such Party's rights thereafter to enforce each and every term and condition of this Agreement.

LICENSED PROGRAMS EXHIBIT

1. LICENSE FEE PAYMENT PROCEDURE.

- At least thirty (30) days prior to the start of an applicable License Term, BlueFletch shall submit an invoice for the applicable License Fees to the Licensee (or to the applicable VAR), which shall be payable by the Licensee pursuant to the terms of the End User License Agreement. BlueFletch shall issue licenses to the Licensee within three (3) days of receipt of payment of a respective invoice(s) for the License Fees. BlueFletch will have no obligation to issue licenses to the Licensee until payment is received by BlueFletch from or on behalf of the Licensee.
- BlueFletch has the right to periodically audit the number of licenses in use by the Licensee in accordance with the True Up Section above, and if over the count which the Licensee purchased, BlueFletch shall have the right to True Up the licenses by invoicing Licensee the prorated amount owed for the duration of time the licenses were used in excess of the purchased amount and remaining duration of the License Term based on pricing in the Agreement.
- All invoices issued by BlueFletch under this End User License Agreement are due NET 30 from the date of invoice.

In addition to the foregoing, and notwithstanding anything to the contrary, if Licensee desires to add any additional Licenses/Devices during the Licensed Term, the additional License Fees for such additional Licenses/Devices will be due and payable in full no later than the date in which the additional Licenses/Devices are added under this Agreement.

2. DELIVERY SCHEDULE. Licensor agrees to deliver licenses to the Licensed Program to Licensee within three (3) business days after the payment for the licenses has been received from the Licensee.

3. FEE PAYMENT SCHEDULE. At least thirty (30) days prior to the start of an applicable License Term, BlueFletch shall submit an invoice for the applicable License Fees to the Licensee (or to the applicable VAR), which shall be payable by the Licensee pursuant to the terms of the End User License Agreement. BlueFletch shall issue licenses to the Licensee within three (3) days of receipt of payment of a respective invoice(s) for the License Fees. BlueFletch will have no obligation to issue licenses to the Licensee until payment is received by BlueFletch from or on behalf of the Licensee.

4. LICENSED PROGRAM SPECIFICATIONS The Licensed Program shall meet the specifications and perform the functions set forth in the Documentation, including the specifications set forth at docs.bluefletch.com, which may be updated from time to time.:

SUPPORT EXHIBIT

SERVICES

BlueFletch hereby agrees to provide to Licensee, the Support Services described below for the Licensed Program for the Support Period(s) for which Licensee has paid the Support Fees (the "Support Period(s)").

DESCRIPTION OF SUPPORT SERVICES

BlueFletch shall provide Licensee with the following Support Services for the Licensed Program, and shall use commercially reasonable efforts to ensure that BlueFletch's services do not adversely impact Licensee's use of the Licensed Program:

Defect Correction

During the Support Periods, BlueFletch shall use all reasonable diligence to correct Defects in accordance with the "Providing Warranty Service" section of the Agreement.

Software Updates and Corrections

BlueFletch shall promptly make available to Licensee all modifications, upgrades, updates, enhancements, improvements, and corrections released by BlueFletch for the Licensed Program, including all relevant documentation prepared by BlueFletch. In addition, BlueFletch shall provide all modifications, upgrades, and enhancements in order to permit the Licensed Program to operate on any upgraded operating systems, hardware, and firmware on which the Licensed Program is licensed to operate. All updates, enhancements, and corrections shall be made available by download from BlueFletch's website or by shipment to Licensee. BlueFletch shall provide reasonable assistance to help Licensee install and operate such updates, enhancements, and corrections. If Licensee chooses not to install any modifications, upgrades, updates, enhancements, improvements, and/or corrections released by BlueFletch, BlueFletch shall continue to provide support to Licensee for a period commensurate with the Active License Dates as described in the Licensed Programs Exhibit .

If BlueFletch should at any time make a successor product available for the Licensed Program that includes substantially similar functionality and features as a Licensed Program for which Customer has purchased a program license (the "New Software"), BlueFletch shall provide Licensee with: (i) a commercially reasonable migration path from the Licensed Program to the New Software; and (ii) the right to use the New Software under the Agreement at no charge.

Modifications, upgrades, updates, enhancements, improvements, and corrections released by BlueFletch for the Licensed Program shall not require the use of new computer hardware, firmware, or operating system.

Technical Support

BlueFletch shall provide to Licensee with respect to the Licensed Program technical support (which may be by telephone or e-mail) in the following time windows:

North America / Europe: 7:00 a.m. to 5:00 p.m. Eastern Time (GMT-5 Standard Time, GMT-4 during Eastern Daylight Time), Monday through Friday.

Australia / New Zealand: 7:00 a.m. to 5:00 p.m. GMT +8.

In addition, BlueFletch shall provide information, software patches and upgrades and other materials through BlueFletch's website. BlueFletch shall maintain a trained staff capable of providing such technical support services.

After Hours Support

BlueFletch provides 24/7 technical support to all End Users worldwide. If Licensee requires support outside the normal hours stated above, Licensee may call 1-833-258-6330 or visit https://bluefletch.atlassian.net/servicedesk/customer/portal/1 to submit a technical support ticket.

SOFTWARE LICENSE

All modifications, enhancements, updates or other software provided under this Exhibit shall be subject to all of the terms of the License Agreement and shall be deemed part of the Licensed Program.

WARRANTY OF PERFORMANCE

The following warranty is in addition to the warranties set forth in the Agreement.

Performance

During the Support period, BlueFletch warrants that:

- The Licensed Program shall operate in accordance with the Documentation and the specifications and standards set forth in the Documentation; and
- Any services provided under this Exhibit or under the License Agreement shall be performed in a professional and workmanlike manner in accordance with generally accepted professional and ethical practices applicable to the service being performed, using personnel and equipment suitable therefore.

BlueFletch does not warrant that the functions contained in the Licensed Program shall meet Licensee's requirements or that the operation of the Licensed Program shall be uninterrupted or Defect free.

Remedies

If BlueFletch or a Licensed Program at any time fails to fulfill or is not in compliance with one or more of the warranties set forth herein, then Licensee may so inform BlueFletch in writing and provide to BlueFletch such information and materials as BlueFletch may reasonably request to document and reproduce such noncompliance. Such information may include, if and to the extent applicable, a written explanation of the problem with the software or other noncompliance, a written description of the operating environment and (if permitted) a copy of any software program used with the Licensed Program.

Within ten (10) business days following the receipt of such information and materials, BlueFletch shall, as applicable, either:

Modify the appropriate Licensed Program(s);

Replace the appropriate Licensed Program(s) with other software offering comparable functionality; and/or

Re-perform the affected services, in each case as may be necessary to cause BlueFletch and the Licensed Program to fulfill and be in compliance with the warranties set forth in this Exhibit and the Agreement.

Additional Support. Additional Support hours are available at a blended rate of $200.00/hour (exclusive of travel expenses), the terms of which shall be set forth in a Statement of Work to be signed by the Parties, and can only be purchased at minimum blocks of forty (40) hours (noting that several blocks can be purchased at one time). Additional Support refers to consultative work outside the scope of warranty and technical support which BlueFletch provides for the Licensed Program to meet the specifications herein. Additional Support is provided as consulting services around the Licensed Program which may be used towards (but not limited to):

- Custom configurations to the Licensed Program
- Quarterly review and impact analysis of OS upgrades, enhancements, security patches to the customers' devices;
- Onsite impact analysis and remediation (if necessary) for custom connectors, configurations, and software required due to Licensed Program updates and enhancements/changes made by customers to their respective environments;
- Quarterly review and consulting around best practices and how to get the most out of the Licensed Program;
- Advanced support (combination of on-premise and remote) to dive into customer's environment and conduct deep-root-cause analysis by leveraging analytics output at the source code-level.

Payment Terms for Additional Support Fees

- During the Support period, Licensee shall pay BlueFletch the fees indicated above for additional Support services. All fees for Support services are due and payable in advance, within thirty (30) days of the date of receipt of BlueFletch's respective invoice provided that such invoice is sent no earlier than thirty (30) days prior to the commencement date of any new Support period.

SERVICE LEVEL EXHIBIT

SERVICE LEVEL DEFINITIONS

“Availability” means that the URL by which Licensee accesses the BlueFletch Solutions and associated Services and/or Solutions (“Solution URL”) are accessible to Licensee and its end-users, excluding any Qualifying Outage Minutes defined below

“Compromised Data” is defined when there is a suspected or verified breach of Solution access or when it is suspected or verified that Licensee’s Electronic Data or Confidential Information has been compromised

“Critical Function Failure’ is defined when critical functions of the Solution such as content management, task scheduling, event activation, and/or system notification and transmission outages occur which prevent the Solution from processing content changes, executing tasks, handling events, or an inability of the Solution to send notifications or data file transmissions.

“Performance” is defined as the total time a representative transaction takes to execute. The representative transaction shall involve execution of a command against the production Solution. The representative transaction shall not exercise network paths outside BlueFletch-approved network architecture.

“Monthly Availability Percentage” means the amount equal to the total number of minutes (multiply the number of calendar days in any given month by the product of 24 times 60) in the applicable month, minus the Qualifying Outage Minutes for that month, then divided by the total number of minutes in that month.

“Outage” means the period (measured in minutes) that a Solution URL fails to allow Licensee to authenticate to the Solution and access its information.

“Problem” shall mean any problem, inquiry or request relating to the Solutions. Problems shall be initially classified by Licensee.

“Qualifying Outage Minutes” means the aggregate of all Outages in a month, minus any Outages in that month resulting from any exclusion described herein or in section Exclusions. Licensee understands that from time to time a Solution URL may be inoperable during Scheduled Downtime.

“Scheduled Downtime” is Solution unavailability required for upgrading or maintaining the Solution.

“Severity” is the assessed possible risk or effect of a problem on Licensee’s business operations. All notifications, escalations and standards for responding to problems are set by Severity.

“Solution Down” is defined as any Licensed Program URL, which is not Available for use, or such Licensed Program URL is otherwise not fully operational such that Licensee content residing within such Licensed Program URL cannot be accessed by end users.

“Solution Response Time” performance is defined as the average monthly page load time for all pages for all BlueFletch customers within the subscribed service actually accessed during the month and is calculated based on the logs of the web servers delivering the service. The Solution Response Time standard metric shall be computed as follows:

sum (page load times for all pages during the month)/

total number of page load time measurements taken during the month

SERVICE LEVEL STANDARDS

Scheduled Downtime.

BlueFletch shall provide five (5) business days prior written notice regarding any Scheduled Downtime of the Licensed Program, which such Scheduled Downtime shall be performed between the hours of 21:00 ET USA 05:00 ET USA, Friday though Sunday, unless other hours have been specifically approved by Licensee. Furthermore, in no event shall such scheduled downtime exceed eight (8) hours per month, unless specifically approved by Licensee.

Minimum Monthly Availability Percentage Standard for Solution URL

Days of Week	Availability
Monday-Sunday	99.8%

Note: All times are in Eastern Time

Response Standards by Severity Levels:

Severity 1 an error or other emergency condition which is classified as Hosted Solution Down or Compromised Data.

BlueFletch's response time – within 60 minutes of Licensee's notification.

BlueFletch's resolution time – 8 hours from time issue was first reported.

Severity 2 an error or other condition which is classified as a 'Critical Function Failure' of the Solution.

BlueFletch's response time – within 120 minutes of Licensee's notification.

BlueFletch's resolution time – 24 clock hours. The resolution of Severity 2 issues may include the following interim remedies: data correction by BlueFletch workaround technique, or Solution correction.

Data Correction – BlueFletch will take all reasonable measures to correct data in the database to resolve the issue.

Workaround Technique – BlueFletch will provide the user with an alternate method to perform or accomplish the same task, until the issue is resolved in the next appropriate release of the Solution.

Solution Correction – BlueFletch will incorporate the Severity 2 issue in the Solution development lifecycle for repair. An estimated time of delivery will be provided to Licensee within 5 business days.

Emergency Escalation – If Data Correction and Workaround Techniques do not provide a method for successful execution of critical functions as defined above, BlueFletch will perform an emergency repair within 48 hours of the invocation of Emergency Escalation.

Severity 3 A secondary Solution failure which shall be defined as any failure of the Solution to perform as documented in the online help system or users' manuals in a manner that inhibits effective utilization of the Solution but does not meet the criteria defined for Severity 2 above. This class of problem will be submitted to the BlueFletch for evaluation and resolution no later than in the next appropriate release of the Solution.

BlueFletch's response time – within the same business day of Licensee's notification.

BlueFletch's resolution time – The problem will be resolved within 4 business days. The resolution of Severity 3 issues may include the following interim remedies: workaround technique or Solution correction scheduling.

Workaround Technique – BlueFletch will provide the user with an alternate method to perform or accomplish the same task, until the issue is resolved in the next appropriate release of the Solution.

Correction Scheduling – BlueFletch will incorporate the Severity 3 issue in the Solution development lifecycle for repair. An estimated time of delivery will be provided to Licensee within 10 business days.

Severity 4 Any non-critical, remedial maintenance to any URL; no performance degradation or component failures; Licensee content remains fully accessible. This class of problem will be submitted to the BlueFletch for evaluation and resolution no later than in the next appropriate release of the Solution.

BlueFletch's response time – within 8 business hours of Licensee's notification.

BlueFletch's resolution time –the problem will be reviewed within 10 business days. The resolution of Severity 4 issues will only occur by scheduled Solution releases.

Solution Correction – BlueFletch will incorporate the Severity 4 issue in the Solution development lifecycle for repair at the appropriate time as determined by the BlueFletch.

All Problem resolutions shall include details of the Problem cause and resolution. Upon resolving a Severity 1 or 2 Problem, BlueFletch shall immediately notify Licensee. With respect to Severity 3 and 4 Problems, BlueFletch shall notify Licensee within one (1) business day of the resolution of such Problems.

Exclusions to Service Level Standards.

BlueFletch is not responsible to the extent that any Outage is outside of its control, including but not limited to the following examples, which would all therefore not be included in the calculation of the "Qualifying Outage Minutes:

- periods of Scheduled Downtime.
- outage due to system administration, commands, or file transfers performed by Licensee representatives outside of published guidelines.

- lack of availability or untimely response of Licensee to incidents that require Licensee's participation for problem source identification and/or problem resolution.
- outage due to Licensee's breach of material obligations under the Agreement.
- outage due to failure of Licensee software/equipment to respond to asynchronous or synchronous communication file transfer request from BlueFletch.
- other outages due to inability of Licensee to access the internet and/or BlueFletch website, where inability to access the website is not the result of a failure by BlueFletch or its website.

NOTIFICATION AND RESPONSE COMMUNICATION STANDARDS

To report Problems:

Licensee will contact BlueFletch's support desk at support@bluefletch.atlassian.net

To report Compromised Data:

- when suspected or verified by Licensee, Licensee will contact BlueFletch within 60 minutes of such suspicion or verification, using informationsecurity@bluefletch.com
- when suspected by BlueFletch, BlueFletch will contact an agent of the Licensee within 60 minutes of such suspicion or verification.

To report Solution Changes:

Any emergency change will be communicated to the Licensee at the earliest possible time. All other solution changes will be published concurrently with the release of the revised Solution.

LACK OF SERVICE LEVEL PERFORMANCE

Requirements.

Without prejudice to BlueFletch's obligations or to any of the requirements above or elsewhere in the Agreement, BlueFletch shall be subject to the remedies set forth below when any of the following events occur:

- BlueFletch's failure to satisfy the availability standard set forth in section SERVICE LEVEL STANDARDS, Scheduled Downtime Standards and Minimum Monthly Availability Standards, for any two consecutive months or a total of three months in a consecutive 12-month period;
- BlueFletch's failure to maintain at least 99.8% availability during the Week Day periods set forth in section SERVICE LEVEL STANDARDS, Minimum Monthly Availability Standards, for any two consecutive week periods for the duration of the Agreement. BlueFletch will provide a two-week Availability Report at Licensee's reasonable request;
- BlueFletch's failure to satisfy the Solution Response Time Standards set forth in section SERVICE LEVEL STANDARDS, Solution Response Time Standards, above for any two consecutive months or any three months in a consecutive 12-month period;
- BlueFletch's failure to satisfy the Problem Response or Problem Resolution standards for Problems of Severity Level 1 or 2 in excess of two (2) times the applicable resolution time set forth in SERVICE LEVEL STANDARDS, Problem Response Standards by Severity Levels, not to exceed three (3) Problems in aggregate for any two consecutive months or any three months in a consecutive 12 month period; and
- The occurrence of any material unauthorized access to or misuse of Licensee Confidential Information or Electronic Data.

Remedies.

Without prejudice to any of its rights or remedies for breach of this Agreement or applicable law, in the event that any of the events described above occur, the following shall apply in Licensee's sole discretion -

- Licensee may be provided with an extension of time to their licensing at no additional charge, based on the length of the outage experienced by the Licensee;
- Licensee may terminate the applicable Agreement or Statement of Work, without liability other than payment for services already performed.

Additional Warranties.

BlueFletch hereby represents and warrants to Licensee that: (a) the Licensed Program will be free from Viruses; (b) it has used efforts consistent with best industry standards to ensure that the Licensed Program is free of Disabling Procedures and Viruses; (c) it has the right to grant licenses to the Licensed Program and all other components thereof,

including all rights, authorizations, consents and/or licenses necessary to incorporate any third party intellectual property rights into the Licensed Program, and such shall be granted to Licensee free of all claims, liens, encumbrances and other restrictions and without otherwise violating the rights of any third party; (d) it updates and patches the Licensed Program on a regular basis and such updates and patches shall be promptly made available to Licensee at no additional charge; (e) it employs the best industry standards and safeguards to prevent unauthorized users from gaining entry or access to the Licensed Program; (f) it will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management and cloud service systems) and networks used by or for BlueFletch in connection with the Licensed Program and shall prevent unauthorized access to Licensee's systems through its Licensed Program; and (g) it will employ best efforts to prevent unauthorized access to its Systems, and shall notify Licensee immediately of any known or suspected unauthorized use or breach of its Systems.