

ISSUETRAK SOFTWARE LICENSE TERMS AND CONDITIONS

These Software License Terms and Conditions (the “**Terms and Conditions**”) govern the licensing of Software (as defined below) by Issuetrak, Inc. (“**Company**”) to the client identified in a quote (the “**Quote**”) executed by Company and the client (“**Licensee**”) and referencing these Terms and Conditions (each of Company and Licensee, a “**party**” and collectively, the “**parties**”). Any different or additional terms or conditions of any related quote, purchase order, confirmation, or similar form, which conflict with these Terms and Conditions, shall have no force or effect. These Terms and Conditions together with an Quote are collectively, the “**Agreement**”).

1. Grant of License and Restrictions.

(a) License. Subject to the terms hereof and the payment of all fees due hereunder, Company grants Licensee a non-sublicensable, nonexclusive, license to install and use the Company’s software described in the Quote (the “**Software**”) only on one server solely for Licensee’s internal business purposes. Licensee will maintain the copyright notice and any other notices that appear on the Software on any copies and any media.

(b) Users. The number of persons concurrently using the Software shall not exceed the number of authorized users specified in the Quote. At all times during the Term of this Agreement, Licensee will designate and retain (or replace) one or more system administrator(s) to be responsible for performing administrative tasks associated with Licensee’s Issuetrak Software application(s).

(c) Restrictions. Licensee will not (and will not allow any third party to) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of the Software. Licensee will not (and will not allow any third party to): (i) provide, lease, lend, disclose, resell, rent, use for timesharing or service bureau purposes, or otherwise use or allow others (except Company) to use for the benefit of any third party, the Software (except as expressly and specifically authorized by Company) or exceeding more than one (1) production instance and one (1) QA/development/Test instance per installation; ; (ii) possess or use the Software, or allow the transfer, transmission, export, or re-export of the Software or portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, U.S. Treasury Department’s Office of Foreign Assets Control, or any other government agency; (iii) disclose to third party any benchmarking or comparative study involving the Software; or (iv) modify the Software. All the limitations and restrictions on the Software in this Agreement also apply to any documentation related to the Software provided by Company (the “**Documentation**”).

(d) Services. To the extent described in the Quote, Company shall provide the Software implementation, installation, and training services (the “**Installation and Training Services**”). Company and Licensee may agree in writing upon descriptions of professional services to be performed (“**Professional Services**”) and deliverables (“**Deliverables**”) as defined in a statement of work referencing this Agreement and executed by Company and Licensee (“**SOW**”). The terms of this Agreement shall be deemed incorporated into and shall govern each SOW. Unless otherwise set forth in an SOW, Company will own all right, title, and interest in and to any Deliverables provided pursuant to an SOW, which Deliverables shall be deemed Software and licensed to Licensee in a manner consistent with the Software licensed under this Agreement. In the event of any conflict between this Agreement and an SOW, this Agreement will control unless otherwise expressly overridden in writing in an SOW.

(e) Company Responsibilities. Licensee shall be responsible for employing technician qualified to operate and utilize the Software. Company reserves the right to charge Company’s then-current time and materials rate to assist any user seeking assistance regarding basic background information or other matters not directly relating to the operation of the Software. Licensee acknowledges and agrees that: (a) the Software is designed and tested with the system requirements described at <https://helpcenter.issuetrak.com/home/2332-issuetrak-system-requirements> (the “**System Requirements**”) and (b) Licensee is responsible for ensuring that it maintains the (i) the Approved Configurations and (ii) a proper environment and proper utilities for the computer system on which the Software will operate. Company may update, augment or change System Requirements at any time in conjunction with product development, removal of end of life platforms or as deemed necessary for proper operations of Issuetrak Software.

(f) Chat Service. Licensee agrees that if the “Chat Messaging Service” is purchased by Licensee (as indicated in the Quote), Licensee’s use thereof is

subject to the terms and conditions attached hereto as Exhibit A. In the event of any conflict between these Terms and Conditions and Exhibit A, Exhibit A shall govern with respect to the Chat Messaging Service and these Terms and Conditions shall govern in all other cases.

2. Support and Maintenance. Company will provide annual maintenance and support services for the Software (“**Maintenance and Support Services**” and, together with the Installation and Training Services and Professional Services, the “**Services**”) as and to the extent identified in the Quote and described in Exhibit B attached hereto (the “**Maintenance and Support Terms**”). Maintenance and Support Services shall be provided on an annual basis subject to Licensee’s payment of the applicable maintenance and support fees set forth in the Quote (“**Maintenance Fees**”). The first year of Maintenance and Support Services commences on the date set forth in the Quote (the “**Effective Date**”) and continues for a period of one (1) year. On each anniversary of the Effective Date, the Maintenance and Support Services shall automatically renew for a successive one (1)-year term unless a party provides to the other party written notice of its intent to terminate Maintenance and Support Services to the other party at least thirty (30) days. If Licensee fails to pay Maintenance Fees when due, Company will have the right to terminate all Maintenance and Support Services unless Licensee cures such failure within thirty (30) days of the date Company provides notice of such payment failure. Such termination rights will not limit any of Company’s other rights or remedies with respect to such payment failure. Company will have the right to modify the Maintenance and Support Terms, effective upon thirty (30) days’ notice. If such changes would reasonably be expected to materially adversely affect Licensee, Licensee will have the right to terminate Maintenance and Support Services by providing Company with notice within thirty (30) days of receipt of Company’s notice describing such changes and Licensee will receive a pro-rated refund of pre-paid Maintenance Fees.

3. Fees and Payment. For the license of Software and provision of Services, Licensee will pay Company the fees set forth in the Quote and SOW (if any). Such fees shall be due and payable as set forth in the Quote or applicable SOW. All payments shall be made by wire transfer to an account designated by Company or by check drawn on a U.S. depository institution. Any payments not made when due shall accrue interest from the date due until the date paid at twelve percent (12%) per annum or, if less, the maximum per annum rate permitted by law. Company

may change fees at any time upon not less than sixty (60) days prior written notice to Licensee.

4. Term; Termination; Breach.

(a) Term.

(i) Perpetual License. If the Quote indicates that the license granted hereunder is perpetual, then the term of this Agreement shall commence on the Effective Date and shall continue until this Agreement is terminated pursuant to this Section 4 or Section 8(a).

(ii) If the Quote indicates that the license granted hereunder is for a fixed term, then term of this Agreement shall commence on the Effective Date and end on the one (1)-year anniversary of the Effective Date (the “**Initial Term**”). Thereafter, this Agreement shall automatically renew for successive one (1)-year terms (each, a “**Renewal Term**”) unless either party provides written notice of its intent to terminate to the other party at least thirty (30) days prior to the end of the then-current Initial Term or Renewal Term. The Initial Term and all Renewal Terms shall be referred to as the “**Term**.”

(b) Termination for Breach. Should either party commit a material breach of its obligations hereunder, the other party may, at its option, terminate this Agreement upon thirty (30) days’ written notice of termination, which notice shall identify and describe the basis for such termination. If, prior to expiration of such period, the breaching party cures such breach, termination shall not take place

(c) Termination Upon Insolvency. Either party may, at its option and without notice, terminate this Agreement, effective immediately, should the other party: (1) admit in writing its inability to pay its debts generally as they become due; (2) make a general assignment for the benefit of creditors; (3) institute proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against it; (4) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (5) seek reorganization under any bankruptcy act, or consent to the filing of a petition seeking such reorganization; or (6) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such party’s property or providing for the liquidation of such party’s property or business affairs.

(d) Effect of Termination. Upon termination or expiration of this Agreement, amounts owed to Company hereunder before such termination or expiration will be immediately due and payable, all

license rights granted hereunder will immediately terminate, and Licensee will immediately discontinue all use of the Software, erase all copies of the Software from computers on which it installed Software, and destroy all copies of the Software in Licensee's possession or control and certify in writing to Company that it has fully complied with these requirements. Sections 4, 5, 6, 7, 8, 10, and 11 shall survive termination or expiration of this Agreement.

5. Confidentiality and Restrictive Covenant.

(a) Confidentiality. Each party agrees, except (i) as required as part of the performance of this Agreement or (ii) as permitted pursuant to any other agreement between the parties: (a) not to disclose any Confidential Information (as defined below) belonging to the other party to any person (other than on a need to know basis to such directors, employees, or other persons engaged in activities required for the performance of the obligations set out in this Agreement who have entered legally binding written obligations at least as protective as those set out in this Section 5); (b) not to use any Confidential Information belonging to the other party for any purpose other than in accordance with this Agreement; (c) to take all reasonable steps necessary to prevent the unauthorized disclosure and/or use of any Confidential Information belonging to the other party; and (d) to notify the other party promptly in writing in the event that a party becomes aware of an unauthorized disclosure of Confidential Information of the other party.

For the purposes of this Agreement, "**Confidential Information**" means any information received by one party (the "**receiving party**") from the other party (the "**disclosing party**") and which the receiving party has been informed or has a reasonable basis to believe is confidential to the disclosing party, unless such information: (1) was known to the receiving party prior to receipt from the disclosing party; (2) was lawfully available to the public prior to receipt from the disclosing party; (3) becomes lawfully available to the public after receipt from the disclosing party, through no act or omission on the part of the receiving party; (4) corresponds in substance to any information received in good faith by the receiving party from any third party without restriction as to confidentiality; or (5) is independently developed by an employee or agent of the receiving party who has not received or had access to such information.

6. Proprietary Rights. Except as expressly set forth herein, Company alone (and its licensors, where applicable) do and will retain all intellectual property rights relating to the Software. If, in the course of performing under this Agreement, Licensee provides

Company with any written comments, suggestions, or feedback regarding the Software, which do not include any Licensee Confidential Information ("**Feedback**"), Licensee hereby grants Company a non-exclusive, perpetual and irrevocable, worldwide, royalty-free license to use and disclose the Feedback in any manner Company chooses and, directly or indirectly through third parties, to display, perform, copy, have copied, make, have made, use, sell, offer to sell, and otherwise dispose of Company's products and services (including any improvements or modifications thereof) embodying the Feedback in any manner and via any media the Company chooses, but without reference to Licensee as the source of the Feedback. This Agreement is not a sale and does not convey to Licensee any rights of ownership in or related to the Software or any intellectual property rights.

7. Indemnification.

(a) Company Indemnification. Company will defend at its own expense any third party action against Licensee to the extent based on a claim that the Software infringes any copyrights or misappropriates any trade secrets recognized as such under the Uniform Trade Secret Act, and Company will pay those costs and damages finally awarded against Licensee in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action, provided that Licensee: (a) notifies Company promptly in writing of such action, (b) gives Company sole control of the defense thereof and any related settlement negotiations, and (c) cooperates with Company and, at Company's request and expense, assists in such defense. If the Software becomes, or in Company's opinion is likely to become, the subject of an infringement claim, Company may, at its option, either: (1) procure for Licensee the right to continue using the Software, (2) replace or modify the Software so that it becomes non-infringing while maintaining all material features and functionality, or (3) accept return of the Software and give Licensee a refund of the license fees paid by Licensee, less a reasonable allowance for the period of time Licensee has used the Software, in which event, Licensee's right to use the Software will immediately terminate. Company will have no obligation under this Section 7(a) or otherwise with respect to any infringement claim based on: (A) use of the Software not in accordance with this Agreement, (B) use of the Software in combination with other products, equipment, software, or data not supplied by Company if such infringement would not have occurred but for such combination, (C) use of any release of the Software other than the most current release made available to Licensee, or (D)

modification of the Software by any person other than Company. THIS SECTION 7(a) STATES COMPANY'S ENTIRE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT ACTION.

(b) Licensee Indemnification. Licensee shall indemnify, defend and hold harmless Company and its directors, officers, employees and agents from and against any and all liabilities, damages, costs expenses and losses, resulting or arising from or in connection with Licensee's use of the Software (excluding those Losses for which Company is responsible under Section 7(a)).

8. Warranty; Disclaimer; Limitation of Liability.

(a) For ninety (90) days following the Effective Date (the "**Software Warranty Period**"), Company warrants that the Software, when used as permitted under this Agreement and in accordance with the Documentation, will operate without any reproducible material non-conformities with the Documentation. Company will, as its sole obligation and Licensee's exclusive remedy for any breach of this warranty reported to Company during the Software Warranty Period, use commercially reasonable efforts to correct any such nonconformities reported to Company by Licensee in writing during the Software Warranty Period, or, if the nonconformity is not so corrected within thirty (30) days, Company will refund to Licensee all license fees paid for licensing the Software and this Agreement will terminate. The warranty set forth in this Section 8(a) shall not apply to any nonconformity in the Software caused by (i) use of the Software not in accordance with this Agreement, (ii) use of the Software in combination with other products, equipment, software, or data not supplied by Company or (iii) modification of the Software by any person other than Company.

(b) Company warrants that the Services will be performed in a professional and workmanlike manner. If Licensee notifies Company of a breach of the foregoing warranty within thirty (30) days following the performance of any Service (the "**Services Warranty Period**"), then Company will, at its own expense and as its sole obligation and Licensee's exclusive remedy for any breach of this warranty reported to Company during the Services Warranty Period, use commercially reasonable efforts to reperform the Service in a conforming manner, or if Company determines that it is unable to reperform the Service in a conforming manner, then Company will refund to Licensee the fees paid for the nonconforming Service.

(c) Disclaimer. EXCEPT AS SET FORTH IN SECTIONS 8(a) AND 8(b), COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE AND ALL SERVICES PROVIDED HEREUNDER AND THERE ARE HEREBY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, COMPANY DOES NOT WARRANT RESULTS OF USE OR THAT THE SOFTWARE IS BUG FREE.

(d) Limitation of Liability. NEITHER COMPANY OR LICENSEE WILL HAVE ANY LIABILITY TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON TORT, CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY CLAIMS IN AN AGGREGATE AMOUNT EXCEEDING THE LICENSE FEE PAID BY LICENSEE TO COMPANY UNDER THIS AGREEMENT. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 8(D) SHALL NOT APPLY TO BREACHES OF SECTION 5 OR LIMIT A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7.

9. Identification. During the Term of this Agreement, Company shall be permitted to use Licensee's name on its website and in marketing materials to indicate that Licensee is a customer of Company.

10. Miscellaneous.

(a) Force Majeure. Neither party shall be liable or deemed in default for any delay or failure in performance hereunder (other than for payment of monies owed) resulting from any cause beyond its reasonable control.

(b) Governing Law. This Agreement shall be deemed accepted in and governed by the laws of the Commonwealth of Virginia, without regard to conflicts of laws principles. The parties agree to the exclusive jurisdiction for any disputes arising hereunder shall be in the state and federal courts located in Norfolk, Virginia.

(c) Assignment. Licensee may not assign this Agreement without the prior written consent of

Company, which it may withhold in its sole discretion. No assignment shall relieve Licensee of its obligations under this Agreement. Any prohibited assignment is void. Any merger, consolidation or change of ownership of a controlling voting interest in a party shall be considered to affect an assignment for purposes of this paragraph.

(d) Invalidity. If any parts or part of this Agreement are held to be invalid, the remaining parts of the Agreement will continue to be valid and enforceable.

(e) Waiver. The failure to enforce any right or provision herein shall not constitute a waiver of that right or provision. Any waiver of a breach of a provision shall not constitute a waiver of any subsequent breach of that provision.

(f) Entire Agreement. This Agreement (including all Exhibits) contains the complete understanding of the parties with respect to the subject matter hereof and supersedes any prior written or oral agreements regarding such subject matter. In making this Agreement, neither party relies on any promise, action or statement made by the other party, other than those contained in this Agreement and its exhibits. In the event of a conflict between the provisions of the

exhibits to this Agreement and the provisions of this Agreement itself, the conflicting provision of the Agreement shall control over the language in the exhibit, unless otherwise agreed by the parties.

(g) Amendment. No amendment, waiver, alteration or modification of any of the provisions of this Agreement will be binding unless it is in writing and signed by a duly authorized representative of each party.

(h) Notices. All notices under this Agreement shall be in writing. All notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, return receipt requested or (iv) by electronic mail to the address of the party specified in the Quote, provided that there is confirmation of receipt. All notices shall be effective upon receipt by the party to which notice is given. Each party may change its address for receipt of notice by giving notice of such change to the other party

(i) Counterparts. This Agreement may be executed in multiple counterparts, and all such counterparts shall constitute one and the same agreement.

EXHIBIT A

CHAT TERMS

NOTE: This Section is only applicable to users of Company's optional chat messaging service.

If Licensee is utilizing optional third-party chat service that allows the sharing of messages with other users through the Chat Provider's website ("Website"), you agree to the terms detailed in this Attachment.

1. Chat Service customers agree not to record, upload, post, transmit; cause the display, playback or performance of; or otherwise make available any content that:
 - is harmful, threatening, abusive, harassing, tortious, vulgar, hateful, obscene, pornographic, excessively violent, or racially, ethnically or otherwise offensive or discriminatory;
 - is illegal, tortious, defamatory, libelous, or invasive of another's privacy or publicity rights;
 - infringes any patent, trademark, trade secret, copyright, or other proprietary or intellectual property rights of any party or include copyrighted materials for which you do not possess appropriate rights;
 - you do not have a right to make available under law or contractual or fiduciary relationships;
 - includes private information of any third party;
 - is advertising, solicitations, or promotional material;
 - contains software viruses or any other computer code, files, or programs designed to destroy, interrupt, or otherwise limit the functionality of any computer software, computer hardware, or other equipment.

2. All messages, information, videos or other content, whether publicly posted, displayed, or performed on, or privately transmitted, are the sole responsibility of the person who sends or publishes such items. Accordingly, you are responsible for all items that you record, upload, post, cause a display, playback, or performance of, email, transmit, or otherwise make available via the website. Company reserves the right to, but has no obligation to, monitor or screen the content posted and/or displayed or performed in the Website and to remove any content at its sole discretion. Nevertheless, **YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT YOU RECORD, UPLOAD, POST, CAUSE TO BE DISPLAYED, PLAYED BACK, OR PERFORMED IN ANY AREAS OF THE WEBSITE AND THAT YOU TRANSMIT IN ANY OF YOUR COMMUNICATIONS THAT USE THE WEBSITE AND THE SERVICE PROVIDED THEREBY.**

3. You may not do any of the following to the Website:
 - use the Website in any manner that could damage, disable, overburden, disrupt, or impair the Website or any Website server, or the network(s) connected to any Website server, or interfere with any other party's use and enjoyment of the Website;
 - disobey any applicable policies or regulations of networks connected to the Website;
 - use any robot, spider, site search/retrieval application, or other device to retrieve, index, or interface with any portion of the Website;
 - modify, adapt, translate, reverse engineer, or frame the Website, or reformat it in any way or create user accounts using any automated means or under false pretenses.

4. **No Responsibility for Third-Party Content.** You understand that the chat service acts only as a technical interface between users and Company and its Chat licensor does not verify the qualifications of users, nor do they evaluate or control in any ongoing manner exchanges between users. Any opinions or statements expressed by a user are of those of the user alone, and are not to be attributed to Company or its Chat licensor who cannot and do not assume responsibility for the accuracy, completeness, safety, reliability, timeliness, innocuousness, legality, or applicability of anything said, written, posted, displayed, or otherwise made available by any user. You understand that you may be exposed to content that you find offensive, and that you use the Service at your own risk.

5. **Interstate and International Use.** Users in the European Union consent to the collection and processing of personal information, as described in this Agreement, in the United States. All users understand the potential cross-border nature of communications made using the Website, and acknowledge that using the Website may result in interstate and international transmission of data.
6. **Content License.** You retain copyright and any other rights you already hold in content which you submit, post, or display on or through the Service. By submitting, posting, or displaying the content you give Company or its Chat licensor a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, transmit and distribute any content which you submit, post, or display on or through the Services. This license is for the sole purpose of enabling Company or its Chat licensor to maintain, operate, and provide the Service. This license includes no rights for Company or its Chat licensor to make such content available to other companies, organizations, or individuals without your permission.
7. **Copyright Policy.** In addition to any other use restrictions set forth in this Agreement, you may not engage in or facilitate the posting, modification, distribution, reproduction of any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is the policy of Company or its Chat licensor to terminate all privileges of any user who repeatedly infringes the copyright rights of others.
8. **Third-Party Web Sites, Services, and Content.** The Website may contain links to third-party sites that are not under the control of Company or its Chat licensor who are not responsible for and do not guarantee the accuracy or integrity of these links.
9. **Disclaimer of Warranties and Limitation of Liability.** Company and its Chat licensor disclaims any and all responsibility or liability for the content, legality, reliability, operability, or availability of information or material displayed in or from the Website. Company and its Chat licensor disclaims any responsibility for the deletion, failure to store, mis-delivery, or untimely delivery of any content, information or other material, and disclaim any responsibility for any harm resulting from downloading or accessing any information or material on the Internet through the Website.

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. IN ADDITION, EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, COMPANY AND ITS CHAT LICENSOR DISCLAIM ANY WARRANTIES OF NON-INFRINGEMENT, TITLE, OR QUIET ENJOYMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY AND ITS CHAT LICENSOR DO NOT REPRESENT OR WARRANT TO YOU THAT: YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, YOUR USE OF THE SERVICE WILL MEET YOUR REQUIREMENTS, AND, ANY INFORMATION OR CONTENT OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE LEGAL, ACCURATE, RELIABLE OR OF A QUALITY THAT MEETS YOUR EXPECTATIONS. TO THE FULLEST EXTENT PERMITTED BY LAW, AND DISCLAIM ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SERVICE OR RECEIVED THROUGH ANY LINKS PROVIDED IN SERVICE, AS WELL AS FOR ANY INFORMATION OR ADVICE RECEIVED THROUGH THE SERVICE OR THROUGH ANY LINKS PROVIDED IN THE SERVICE. COMPANY AND ITS CHAT LICENSOR DISCLAIM ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL AND DISCLAIM ANY RESPONSIBILITY OR LIABILITY FOR ANY HARM RESULTING FROM DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIAL THROUGH THE SERVICE, INCLUDING, WITHOUT LIMITATION, FOR HARM CAUSED BY VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL DOWNLOADED OR OTHERWISE ACCESSED OR OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM, MOBILE TELEPHONE, OTHER DEVICE OR DATA THAT RESULTS IN THE DOWNLOAD OF SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM COMPANY AND ITS CHAT LICENSOR, THEIR EMPLOYEES OR REPRESENTATIVES SHALL

CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS. YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES SHALL COMPANY AND ITS CHAT LICENSOR BE LIABLE TO ANY USER OF THAT USER'S USE OR MISUSE OF THE SERVICE OR RELIANCE ON THE SERVICE. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES (EVEN IF COMPANY AND ITS CHAT LICENSOR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SERVICE, FROM INABILITY TO USE THE SERVICE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICES AND THE DELETION OF CONTENT (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SERVICE OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE SERVICE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON THE SERVICE OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE SERVICE. SUCH LIMITATION SHALL APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. SUCH LIMITATION SHALL APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICE OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO THE SERVICE OR TO COMPANY OR ITS CHAT LICENSOR. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SUCH LIMITATION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

SUCH LIMITATION OF LIABILITY SHALL ALSO APPLY TO ANY DAMAGE CAUSED BY LOSS OF ACCESS TO, DELETION OF, FAILURE TO STORE, FAILURE TO BACK UP, OR ALTERATION OF USER CONTENT. YOU AGREE THAT COMPANY AND ITS CHAT LICENSOR'S ENTIRE LIABILITY, IF ANY, FOR ANY AND ALL CLAIMS ARISING FROM THE USE OF THE SERVICE SHALL NOT EXCEED THE AMOUNT OF THE MOST RECENT ONE MONTH SERVICE FEE PAYMENT OR TEN (\$10) US DOLLARS, WHICHEVER IS LOWER. UNDER NO CIRCUMSTANCES SHALL COMPANY OR ITS CHAT MESSAGING LICENSOR BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR LOSS OF OR FLUCTUATIONS IN HEAT, LIGHT, OR AIR CONDITIONING.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF THIS SECTION MAY NOT APPLY TO YOU.

10. **Indemnity.** You agree to indemnify, defend, and hold Company and its Chat Licensor, their officers, agents, co-branders, partners, and employees harmless from any claim or demand made by any third party due to or arising out of your use of the Website, your connection to the Website, your violation of the Terms of Service or Privacy Policy, or your violation of any rights of other users of the Website. Any such indemnification shall include the payment of reasonable attorney's fees incurred in the defense of such claim.
11. **Termination or Modification; Consequences of Violation of Terms of Service.** Company, and its Chat Licensor reserve the right to terminate your privilege to use the Website at any time for any reason. In addition, Company and its Chat Licensor shall have the right but no obligation to:
 - remove any material that in its sole opinion may violate, or that is alleged to violate, any applicable law or these Terms of Service;

- terminate a Website discussion or any other portion of the Website, and/or remove a user or users from a discussion or otherwise terminate any use of the Website if Company, or its Chat Licensor determine or had a good faith concern that such use is unlawful and/or prohibited by these Terms of Service;
 - inform law enforcement of any illegal activity or material that is suspected or discovered on, through, or otherwise relating to the Website and provide law enforcement officials with all requested information about the user account from which the illegal activity or material originated.
12. European Union (“EU”) customers have the ability to store Chat Service content on EU servers. If you are a customer in the EU and you wish to store your content on EU servers, contact Company for additional information.

EXHIBIT B

MAINTENANCE AND SUPPORT TERMS

MAINTENANCE PLUS (UPGRADES, PRODUCT SUPPORT, TRAINING)

During the first year of the Term Company will provide "Maintenance Plus" (as described in Attachment A) to Licensee for the Maintenance Plus Fee set forth in the Quote. Thereafter, during the Term Company will provide Maintenance Plus to Licensee upon Licensee's (a) prior written request and (b) advance payment of the Maintenance Plus Fee set forth in the Quote. The terms and conditions governing Company's provision of Maintenance Plus hereunder are set forth in Attachment A hereto as well as in the body of this Agreement. Licensee acknowledges and agrees that the provision of Maintenance Plus as described I Attachment A will be effective during the first year of the Term but not thereafter unless Licensee purchases Maintenance Plus as provided herein and then only for the period(s) covered by any such purchase(s) (the "Additional Maintenance Plus Period"). If any terms or conditions of Attachment A conflict with any terms or conditions of the body of this Agreement, the terms and conditions of the body of the Agreement, not Attachment A, will govern.

ATTACHMENT A (Maintenance Plus)

1. **Technical Support.** During the first year of the Term and the Additional Maintenance Plus Period (if any), Company will accept requests related to Issuetrak Software via telephone, electronic mail, or the Issuetrak Support site twenty-four (24) hours per day, seven (7) days a week. Company will provide technical support staff during the hours of 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday, excluding U.S. Federal and/or company holidays. Company may employ a Third-Party answering service, as needed, to facilitate a time in which technical support staff is not available. Outside normal business hours, during the Term, Company will use reasonable efforts to provide technical support for any problem related to the Issuetrak Software or ISSUETRAK, INC. Company's equipment that renders unusable the Company Software available to Licensee ("EMERGENCY"). Such after-hours EMERGENCY support shall be provided only by telephone and only to the extent that Company has technicians available during such times. Severity of the EMERGENCY will be determined by the Company support staff in conjunction with the Licensee. Under EMERGENCY conditions, Company may opt to follow the quickest path to resolution in order to restore services as quickly as possible, including, but not limited to, rolling back executed changes that inflicted the EMERGENCY. Licensee acknowledges and agrees that to ensure accurate issue logs and to facilitate the creation of a "lessons-learned" database that can help speed recovery from future incidents requiring Company's support, Company may monitor and track all support-related requests and monitor and record all support-related telephone calls and electronic mail.

Issuetrak Maintenance Plus coverage does not include customization, Issuetrak Software that has been modified or altered, software not covered by this Agreement, on-site support, support of hardware and related equipment, supplies, or training except as expressly provided for in this Agreement.

2. **Reporting and Resolution Procedures.** Company will address and attempt to correct any Problem and any Emergency Problem within a reasonable time after Licensee reports the Problem or Emergency Problem to Company, as follows:

- (a) **Problem Reporting:** Upon discovering a Problem, Licensee will report the Problem to Company by opening an issue in Company's support website or, if that option is unavailable, by placing a telephone call to Company's support desk or sending electronic mail to Company (regardless of which of the foregoing reporting methods is used, each such report a "Service Request").
- (b) **Emergency Problem Reporting:** Upon discovering an Emergency Problem, Licensee will report the Emergency Problem to Company by placing a telephone call to Company's support desk (an "Emergency Service Request").
- (c) **Normal Support:** During normal support hours, Company will provide telephone and/or electronic mail support in the form of consultations, assistance, and advice concerning use of Issuetrak Software and

correction of the Problem or Emergency Problem (collectively, "Service Desk Support") within four (4) hours after receiving a Service Request or Emergency Service Request, as the case may be.

- (d) **After-Hours Support:** After normal support hours, Company will provide Service Desk Support for Emergency Issues within (4) hours if it receives the Service Request through a telephone call to Company's support desk.
- (e) **Resolution:** If a Problem or Emergency Problem is not corrected within forty eight (48) hours after Company receives a Service Request or Emergency Service Request, Company may conduct tests and analyses at Company's facility designed to reproduce, isolate and correct the Problem or Emergency Problem using data and information provided to Company by Licensee.

3. **Software Releases.** During the first year of the Term and during the Additional Maintenance Plus Period (if any), Licensee will receive at no additional charge all Updates to the relevant Issuetrak Software in the form of Major, Minor, and Patch Releases (as defined below), provided that Company reserve the right to charge for any rewrites or other complete overhauls of Issuetrak Software that go beyond the scope of a standard Release. Licensee's use of a Release with or in place of the relevant Issuetrak Software application will be governed by and subject to the terms and conditions of this Agreement. Licensee agrees promptly to install each Release supplied by Company and to destroy or return to Company any portion of the relevant Issuetrak Software application(s) replaced or modified by a Release.

Major, Minor, and Patch Release versions are identified by a release version number consisting of a sequence of three numbers separated by a dot ("."). The first number in the sequence identifies a Major Release where dramatic or substantial changes to the product are included. The second number identifies a Minor Release when a few new features are included but are not substantial enough to be considered a Major Release. The third number in the sequence is a Patch Release which includes fixes to issues, but no new features.

4. **Licensee Contacts.** Licensee will designate one person as its primary point of contact and another person as its secondary point of contact for Company hereunder. Those two persons will be the only persons with whom Company is obligated to communicate with respect to Maintenance Plus hereunder, and Company may, at its sole option, communicate with such persons by telephone, electronic mail (including without limitation electronic mail sent through Company's website[s]), or facsimile.

5. **Access to Software and System(s).** Solely to enable Company to perform its obligations under this Agreement, Licensee will (a) give Company reasonable access to (i) the Issuetrak Software licensed hereunder, (ii) the system(s) in connection with which that Issuetrak Software is used, (iii) all Documentation and (iv) all other relevant documents in Licensee's possession or control, and (b) provide to Company any and all such technical consultation and/or other assistance that Company may reasonably request.

6. **Customized, Altered, or Modified Software.** Company, at its sole option, will use reasonable efforts to support Licensee with respect to any customization, alteration, or modification of relevant Issuetrak Software that is performed by or on behalf of Licensee, but Licensee acknowledges and agrees that Company (a) has no obligation to do so and (b) cannot and does not guarantee any results with respect to any such support that Company chooses, in its sole discretion, to provide with respect to such customized Issuetrak Software. Company reserves the right to charge Licensee, at Company's then-current hourly rates, for any support that Company provides with respect to customized Issuetrak Software and to require that Licensee pay in advance (or, at Company's sole option, reimburse Company for) any costs, fees, or expenses, including without limitation travel expenses, that Company reasonably incurs in connection with providing such support.