



CONTINENTAL UTILITY SOLUTIONS, INC.

SOFTWARE LICENSE ON-PREMISE AGREEMENT

THIS SOFTWARE LICENSE ON-PREMISE AGREEMENT (“**Agreement**”) is made as of _____, 20__ (the “**Effective Date**”), by and between **CONTINENTAL UTILITY SOLUTIONS, INC.**, a Delaware corporation with offices at 300 South Church Street, Suite 200, Jonesboro, Arkansas 72401 (“**CUSI**”) and the party identified below (the “**Licensee**”).

Licensee desires to obtain a license to use CUSI’s licensed proprietary software for the benefit of Licensee for its internal business operations as delineated in a Sales Agreement, incorporated herein by reference. This Agreement sets forth the terms and conditions under which CUSI will provide to Licensee the Licensed Software, as well as all services listed in a mutually agreed Sales Agreement.

1. DEFINITIONS. As used in the Agreement or in any Exhibit hereto:

1.1 “Named User License” means a license to enable a named user to connect to the Licensed Software as a client of Licensee.

1.2 “Confidential Information” means all trade secrets, business and financial information, computer software and documentation, machine and operator instructions, business methods, procedures, know-how, and other information that relates to the business or technology of either party that is marked as “confidential” or should be reasonably be understood to be confidential at the time of disclosure.

1.3 “Documentation” means the user guides, manuals and associated written documentation provided to Licensee along with the Licensed Software.

1.4 “Fees” means, collectively, the license fees and Technical Support Services fees set forth in the Sales Agreement.

1.5 “Hosting Services” means the Azure private cloud services provided to Customer from CUSI via its status as a partner in Microsoft’s Cloud Solution Provider program.

1.6 “Licensed Software” means CUSI’s computer software program comprising a customer information system and billing application for the management of customers, metered services and physical assets associated with a utility, any modules, add-ons or interfaces as specified on the Sales Agreement, and any modified, updated or enhanced versions of such programs that CUSI may provide to Licensee pursuant to the Technical Support Services.

1.7 “Licensee Data” means information, data, and other content, in any form or medium that is submitted, posted, or otherwise transmitted by or on behalf of Licensee or a Licensee Customer to CUSI in connection with the Technical Support Services.

1.8 “Managed Data Services” means those data management services provided by CUSI to Licensee with respect to the Licensed Software and Services as set forth on Exhibit A.

1.9 “Sales Agreement” means collectively the documents documenting the commercial terms for the use of the Licensed Software and receipt of Services, Technical Support and Maintenance Services, and Managed Data Services purchased by Licensee from time to time.

1.10 “Services” means the services accompanying the Licensed Software listed on the Sales Agreements, that may include but are not limited to: providing Hosting Services, software-as-a-service, providing the Technical Support and Maintenance Services, and any custom development or customization services.

1.11 “Service Location” means the location or delivery point to which a metered service is provided by Licensee that is managed by the Licensed Software.

1.12 “Site(s)” means the physical location(s) at which Licensee is entitled to use the Licensed Software set forth in the Sales Agreement.

1.13 “Technical Support Services” means those technical support and application maintenance services provided by CUSI to Licensee with respect to the Licensed Software.

1.14 “Third Party Features” means those features of the Licensed Software offered by third parties as identified on a Sales Agreement.

2. LICENSE GRANT AND OTHER RIGHTS.

2.1 Software License Grant. Subject to the terms and conditions of this Agreement, CUSI grants to Licensee a perpetual, non-exclusive, non-transferable limited license to: (a) install and use the Licensed Software in executable form only on Licensee’s servers and workstations at the Site(s), only for Licensee’s internal business purposes, and subject to the number of Service Locations and Named User Licenses specified in the Sales Agreement; (b) make one (1) copy of the Licensed Software solely for backup or archival purposes; and (c) copy and reproduce the Documentation provided to Licensee solely for the purposes of facilitating Licensee’s use of the Licensed Software.

2.2 Additional Named User Licenses and Service Locations. If Licensee wishes to order additional Named User Licenses or licenses for Service Locations in addition to the licenses granted in this Agreement, the parties shall execute a mutually agreed upon written Sales Agreement. No additional terms of an order submitted by Licensee or terms of such an order that are inconsistent with the terms of this Agreement will be binding on CUSI unless CUSI expressly agrees to the applicability of such terms in writing signed by an authorized officer of CUSI. In the event that certification or audit pursuant to Section 6.4 reveals that Licensee’s has exceeded its Named User Licenses or licenses for Service Locations, Licensee shall true-up such licenses through (i) purchase of the necessary licenses at the then-current license fee, and (ii) payment of Technical and Support Service fees for the licenses at the then-current fees as measured from the beginning on the most recent annual Technical and Support Service term.

2.3 Restrictions On Use. Licensee acknowledges that the Licensed Software and its structure, organization, and source code constitute valuable trade secrets and Confidential Information of CUSI and its suppliers. Except as expressly permitted by this Agreement, Licensee agrees that Licensee shall not, and shall not permit any third party, to: (a) reproduce, modify, adapt, alter, translate, or create derivative works of the Licensed Software or the Documentation; (b) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer the Licensed Software or the Documentation to any third party; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Licensed Software; (d) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the Licensed Software; or (e) otherwise use or copy the Licensed Software except as expressly permitted under Section 2.1.

2.4 Reservation of Rights. As between the parties, the Licensed Software and Documentation, and all worldwide intellectual property rights therein, are the exclusive property of CUSI and its licensors. All rights in and to the Licensed Software not expressly granted to Licensee in this Agreement are reserved by CUSI and its licensors. CUSI shall have the unrestricted right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Licensee or any other party relating to the Licensed Software (the “Feedback”) to the extent it does not constitute Confidential Information of Licensee. Licensee hereby assigns all of its right, title, and interest in and to such Feedback to CUSI.

2.5 Third Party Software. Licensee may receive Third Party Software, which is provided pursuant to the Third Party Software terms, if any, attached to a Sales Agreement and incorporated herein by reference.

2.6 Third Party Features. Licensee may receive Third Party Features, which are provided on an as-is and as-available basis from CUSI, provided that, to the extent permissible CUSI shall pass through any warranty CUSI receives regarding the Third Party Features to Licensee. CUSI shall also cooperate with Licensee in enforcing such warranty to the extent permissible.

3. DELIVERY, ACCEPTANCE AND INSTALLATION. CUSI will deliver the Licensed Software to Licensee as mutually agreed to by the parties. Unless otherwise agreed to by the parties in a separate professional services agreement or Sales Agreement, Licensee will be solely responsible for installing and integrating the Licensed Software on its computers and with its systems as permitted under this Agreement. The Licensed Software will be deemed accepted upon delivery.

4. TECHNICAL SUPPORT SERVICES. Subject to Licensee's payment of all applicable Technical Support Service fees, CUSI shall provide Licensee with those Technical Support Services described in Exhibit A attached hereto and incorporated herein by reference for the Licensed Software.

5. TRAINING SERVICES. CUSI will provide the training services defined in the applicable Sales Agreement. Licensee will be invoiced separately for any travel related expenses incurred by CUSI employees in connection with any such training services.

6. FEES AND PAYMENT.

6.1 Fees. All Fees are specified in the original Sales Agreement and any subsequent Sales Agreement executed by both parties.

6.2 Payments. All payment terms are specified in the original Sales Agreement and any subsequent Sales Agreement executed by both parties. All payments must be made in U.S. dollars. Any amounts not paid within thirty (30) days of the invoice date will accrue interest at the lesser of one and one-half percent (1½%) per month or the maximum rate permitted by applicable law, from the due date until paid. Licensee shall reimburse CUSI for all its costs and expenses, including reasonable fees of its legal counsel, reasonably incurred by CUSI in collecting any amounts past due from Licensee that are not subject to good faith dispute.

6.3 Taxes. Fees exclude, and Licensee will make all payments of the Fees to CUSI free and clear of, all applicable sales, use, and other taxes and all applicable export and import fees, customs duties and similar charges. When applicable, CUSI may include any taxes that it is required to collect as a separate line item on an invoice, otherwise Licensee shall be responsible for payment of all applicable sales, use, and other taxes.

6.4 Audit Rights. On CUSI's request, no more frequently than annually, Licensee shall furnish to CUSI an executed certification: (a) verifying that the Licensed Software is being used pursuant to the terms of this Agreement; (b) verifying the number of current Service Locations and Named User Licenses; and (c) listing the Site(s) where the Licensed Software is being used. Licensee agrees to grant CUSI reasonable access to Licensee's Site(s), upon two (2) weeks prior written notice during normal business hours to audit the use of the Licensed Software.

7. WARRANTIES

7.1 Performance. For a period of ninety (90) days after the date of delivery of the Licensed Software (the "**Software Warranty Period**"), CUSI warrants that the Licensed Software, when used as permitted by CUSI and in accordance with the Documentation, will operate substantially as described in the Documentation. CUSI does not warrant that the functions provided by the Licensed Software will meet all of the business requirements of the Licensee or that the Licensee's use of the Licensed Software will be error-free or uninterrupted. CUSI will, at its own expense and as its sole obligation and Licensee's exclusive remedy for any breach of this warranty, use commercially reasonable efforts to correct any reproducible error in the Licensed Software reported to CUSI by Licensee in writing during the Software Warranty Period. Any such error correction provided to Licensee will not extend the original Software

Warranty Period. The limited warranty granted under this Section 7.1 does not extend to: (a) changes in the characteristics of the operating system or hardware on which the Licensed Software operates; (b) problems caused by the mishandling of or alterations to the Licensed Software by Licensee or any third party; (c) problems caused by any data input into the Licensed Software; or (c) problems caused by third party equipment or software.

7.2 Disclaimers. THE EXPRESS WARRANTIES IN THIS SECTION 7 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE LICENSED SOFTWARE, DATA MANAGEMENT SERVICES, AND TECHNICAL SUPPORT SERVICES, AND CUSI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. LICENSEE ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES PROVIDED HEREIN AND THAT NO WARRANTIES ARE MADE HEREIN BY ANY OF CUSI'S LICENSORS.

LICENSEE ACKNOWLEDGES THAT THE LICENSED SOFTWARE AND TECHNICAL SUPPORT SERVICES ARE PROVIDED TO ASSIST LICENSEE IN THE USE OF THE LICENSED SOFTWARE AND NOT AS A REPLACEMENT OF LICENSEE'S EXPERTISE AND KNOWLEDGE OF ITS BUSINESS. THE APPLICATION AND IMPACT OF LAWS CAN VARY WIDELY BASED ON THE SPECIFIC FACTS INVOLVED. GIVEN THE CHANGING NATURE OF LAWS, RULES AND REGULATIONS, THE LICENSED SOFTWARE AND TECHNICAL SUPPORT ARE NOT WARRANTED TO BE IN COMPLIANCE WITH THESE LEGAL CHANGES AT ALL TIMES OR ANY APPLICABLE LAW. LICENSEE IS SOLELY RESPONSIBLE FOR ANY DATA INPUT INTO THE LICENSED SOFTWARE AND THE ACCURACY OF ANY CONFIGURATION OF THE LICENSED SOFTWARE, INCLUDING SITUATIONS WHERE CUSI HAS WORKED WITH LICENSEE THROUGH TECHNICAL SUPPORT SERVICES TO CONFIGURE THE LICENSED SOFTWARE. THE LICENSED SOFTWARE AND/OR TECHNICAL SUPPORT SERVICES ARE PROVIDED WITH THE UNDERSTANDING THAT CUSI IS NOT RENDERING LEGAL, ACCOUNTING, TAX OR OTHER PROFESSIONAL ADVICE OR OTHER PROFESSIONAL ADVICE OR SERVICES FROM CUSI. AS SUCH, SUCH CONSULTATION, TECHNICAL SUPPORT SERVICES AND INFORMATION OBTAINED THROUGH USE OF THE LICENSED SOFTWARE SHOULD NOT BE USED AS A SUBSTITUTE FOR CONSULTATION WITH PROFESSIONAL ACCOUNTING, TAX, LEGAL OR OTHER COMPETENT ADVISERS AND FROM A COMPLETE REVIEW AND TESTING BY LICENSEE PRIOR TO IMPLEMENTING THE LICENSED SOFTWARE OR RESULTS OF TECHNICAL SUPPORT SERVICES INTO A PRODUCTION ENVIRONMENT.

LICENSEE AGREES THAT IT HAS FULL RESPONSIBILITY FOR THE SECURITY OF ITS SYSTEMS AND DATA AND CUSI MAKES NO REPRESENTATION REGARDING THE SECURITY OF THE LICENSED SOFTWARE.

8. INDEMNITIES

8.1 INFRINGEMENT CLAIMS. CUSI will defend at its own expense any action against Licensee brought by a third party to the extent that the action is based upon a claim that the Licensed Software infringes any valid United States patents or any copyrights or misappropriates any trade secrets of a third party, and CUSI 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. The foregoing obligations are conditioned on Licensee: (1) notifying CUSI promptly in writing of such action; (2) giving CUSI sole control of the defense thereof and any related settlement negotiations; and (3) cooperating and, at CUSI's request and expense, assisting in such defense. If the Licensed Software becomes, or in CUSI's opinion is likely to become, the subject of an infringement claim, CUSI may, at its option and expense, either: (a) procure for Licensee the right to continue using the Licensed Software; (b) replace or modify the Licensed Software so that it becomes non-infringing; or (c) accept return of the Licensed Software, terminate this Agreement, in whole or in part, as appropriate, upon written notice to Licensee and refund to Licensee the Fees paid for such Licensed Software upon such termination, computed according to a thirty-six (36) month straight-line amortization schedule beginning on the Effective Date. Notwithstanding the foregoing, CUSI will have no obligation under this Section 8.1 or otherwise with respect to any infringement claim based upon: (i) any use of the Licensed Software not in accordance with this Agreement, including without limitation the Documentation; (ii) any use of the Licensed Software in combination with products, equipment, software, or data not supplied by CUSI; (iii) any use of any release of the

Licensed Software other than the most current release made available to Licensee; or (iv) any modification of the Licensed Software by any person other than CUSI or its authorized agents or subcontractors. THIS SECTION 8.1 STATES CUSI'S ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY FOR ANY CLAIMS OF INFRINGEMENT.

8.2 THIRD PARTY CLAIMS. Licensee will defend at its own expense any action against CUSI brought by a third party except to the extent that the action is covered under Section 8.1 and Licensee will pay those costs and damages finally awarded against CUSI 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. The foregoing obligations are conditioned on CUSI: (1) notifying Licensee promptly in writing of such action; (2) giving Licensee sole control of the defense thereof and any related settlement negotiations; and (3) cooperating and, at Licensee's request and expense, assisting in such defense.

9. LIMITATION OF LIABILITY. CUSI'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH ANY LICENSED SOFTWARE OR TECHNICAL SUPPORT SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO CUSI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL CUSI BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, TORT, LOST, DAMAGED OR CORRUPTED DATA, LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR REPUTATION, BUSINESS INTERRUPTION, WASTED MANAGEMENT TIME, DATA CONVERSION OR FOR DAMAGE TO LICENSEE'S COMPUTERS OR COMMUNICATIONS NETWORK, AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THE LICENSED SOFTWARE, TECHNICAL SUPPORT SERVICES OR THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, TORT, INTENTIONAL MISCONDUCT, STRICT LIABILITY, CONTRACT OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CUSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. CONFIDENTIALITY.

10.1 Confidentiality Obligations. Each party agrees to maintain any Confidential Information received from the other party in confidence using the same degree of care that it uses to maintain its own confidential information in confidence, but in no event not less than reasonable care. The recipient of any Confidential Information shall not disclose any Confidential Information to any third party without prior written approval of the disclosing party or use such Confidential Information for any purpose not contemplated by this Agreement. The foregoing restrictions shall not apply to any information for which the receiving party can document: (a) was already lawfully known to the receiving party at the time of disclosure by the disclosing party; (b) is disclosed to the receiving party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving party has become, generally available to the public; or (d) is independently developed by the receiving party without access to, or use of, the disclosing party's Confidential Information. In addition, the receiving party may disclose Confidential Information of the other party to the extent required by applicable law or regulation; provided that the party required to make such disclosure gives the other party prompt written notice and sufficient opportunity to object to such disclosure, or to request confidential treatment.

10.2 Return of Confidential Information. The receiving party will return to the disclosing party or destroy all Confidential Information of the disclosing party in the receiving party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the disclosing party upon the expiration or termination of the Agreement. The receiving party will certify in writing signed by an officer of the receiving party that it has fully complied with its obligations under this Section 10.2.

11. TERM AND TERMINATION

11.1 Term. The term of the Agreement will begin on the Effective Date and will continue unless earlier terminated by either party as provided in Section 11.2.

11.2 Termination. Either party may terminate the Agreement if the other party breaches any material provision of the Agreement and does not cure such breach within thirty (30) days after receiving written notice thereof.

11.3 Effects of Termination. Upon termination of the Agreement for any reason: (a) any amounts owed to CUSI under this Agreement before such termination will be immediately due and payable; (b) all licensed rights granted in the Agreement will immediately cease to exist; and (c) Licensee must promptly discontinue all use of the Licensed Software, erase all copies of the Licensed Software from Licensee's computers, and return to CUSI or destroy all copies of the Licensed Software and Documentation on tangible media in Licensee's possession. Notwithstanding the foregoing, if this Agreement is terminated for any reason other than by Licensee for CUSI's material breach, then Licensee shall pay all Fees for the remainder of the then-current term.

11.4 Survival. Sections 1, 2.3, 2.4, 6.3, 6.4, 7.2, 8, 9, 10, 11.3, 11.4 and 12, together with any accrued payment obligations, will survive expiration or termination of the Agreement for any reason.

12. GENERAL.

12.1 Assignment. Licensee may not assign or transfer, by operation of law, merger or otherwise, any of its rights under the Agreement (including its licenses with respect to the Licensed Software) to any third party without CUSI's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. In the event of a change of control of Licensee, Licensee shall provide CUSI with prior written notice of such intended change of control and shall consult with CUSI how the new ownership will work within the restrictions of this Agreement. CUSI shall have the right to assign this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise.

12.2 Notices. Any notice required or permitted by this Agreement will be in writing and will be deemed effective upon receipt, when sent by confirmed email or when delivered in person or mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as such party may specify in writing.

12.3 Governing Law and Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware, without reference to its choice of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. For purposes of this Agreement and any controversy arising hereunder, Client hereby irrevocably consents to the jurisdiction and venue of applicable federal or state courts located in Craighead County, Jonesboro, Arkansas and agrees to commence any litigation exclusively in such courts. The party's agree that the provision of the Services will be further enhanced by the timely and open resolution of any disagreements between such the parties. Each party agrees to use its best efforts to cause any disputes or disagreements between such parties to be considered, negotiated in good faith, and resolved as soon as possible. In the event that any dispute between the parties cannot be resolved to each party's satisfaction within ten (10) days after either CUSI's or Licensee's business or project managers have notified the other in writing of the need for resolution, then the dispute shall immediately be referred to the executive level of both CUSI and Licensee for consideration. In the event that such executives cannot resolve such dispute or disagreement to their mutual satisfaction within fifteen (15) days, either party may take any legal or equitable action available to it. No resolution or attempted resolution of any dispute or disagreement pursuant to this Article shall be to be a waiver of any term or provision of this Agreement or consent to any breach or default unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented..

12.4 Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.5 Severability. If any provision of the Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

12.6 Force Majeure. No party shall be liable for failure or delay in performing its obligation (other than payment of money) for causes beyond its reasonable control, including but not limited to, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or pandemic.

12.7 Entire Agreement; Counterparts. This Agreement, together with any Exhibits and related Sales Agreements, constitutes the entire agreement between the parties regarding the subject hereof and

supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be modified upon notice to Customer, where notice for purposes of this Section 12.7 shall constitute posting on CUSI's website or email notice to CUSI's business contact of Licensee. This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

12.8 Rules of Interpretation. To the fullest extent possible this Agreement, the Sales Agreement, and the documents incorporated herein by reference shall be construed wherever reasonable as being consistent with each other. When such construction is unreasonable, the order of precedence shall be: (1) this Agreement, (2) Exhibit A and any attachments thereto, and (3) Sales Agreement.

IN WITNESS WHEREOF, the parties by their authorized representatives have entered into this Agreement as of the Effective Date.

<p>CONTINENTAL UTILITY SOLUTIONS, INC.</p> <p>Signed: _____</p> <p>Name: Michael F Guerriero</p> <p>Title: President</p> <p>Date: _____</p>	<p>LICENSEE: _____</p> <p>Signed: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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EXHIBIT A

TECHNICAL SUPPORT SERVICES

Continental Utility Solutions, Inc. ("CUSI") will provide technical support and maintenance services for the computer software program Utility Management Solution .Net, any associated modules, add-ons or interfaces where a license has been purchased under a Sales Agreement, and any modified, updated or enhanced versions of such programs ("Licensed Software") based upon the following terms and conditions and those set forth in the Agreement:

1. Technical Support Services: Technical Support Services shall include call management, entitlement verification, issue prioritization, installation assistance, issue analysis, program error re-creation, application diagnostics and the corresponding resolution of such issue or issues through operational instruction or corrections to the object code of the application, where CUSI shall use commercially reasonable efforts to provide the Technical Support Services.

2. Maintenance Services: Maintenance Services shall include all updates for the Licensed Software as new versions, including any related documentation, which is commercially released during the term of this Technical Support and Maintenance Services Agreement (each an "Update"). Updates consist of new releases which may provide functional enhancements and error corrections. New products or separately serialized modules are not included in this Agreement and may be purchased by Licensee under a separate agreement. The Licensee understands and agrees that they shall have sole responsibility for the installation of any Updates. CUSI shall use commercially reasonable efforts to provide the Maintenance Services.

3. Managed Data Services: CUSI shall perform Managed Data Services at the level set forth in the Sales Agreement (if any), and subject to the terms and conditions of this Agreement and the Data Management Agreement, if applicable, which shall be attached hereto and incorporated herein by reference if applicable. CUSI shall use commercially reasonable efforts to provide the Managed Data Services.

4. Licensee Data. To the extent that CUSI accesses, stores, or receives Licensee Data in connection with these Technical Support Services, the following provisions apply: (i) CUSI shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality, availability, and integrity of the Services, including the Licensee Data, to the extent that CUSI hosts the Services; (ii) CUSI acknowledges that, as between CUSI and Licensee, Licensee owns all right, title, and interest, including all intellectual property rights, in and to the Licensee Data. Licensee hereby grants to CUSI a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Licensee Data and perform all acts with respect to the Licensee Data as may be necessary for CUSI to provide the Technical Support and Maintenance Services to Licensee. Notwithstanding the foregoing, CUSI shall have no obligation to store, maintain, or provide back-ups of Licensee Data unless agreed to by the parties in a separate professional services agreement, Sales Agreement, or other written agreement between Licensee and CUSI.

5. Scope of Services: Technical Support and Maintenance Services shall be provided during normal hours of operation Monday through Friday 7:00 AM to 6:00 PM Central Time excluding national holidays. Basic services shall include unlimited toll free, fax and email access to Technical Support as well as online access to CUSI's Client Services Website. CUSI shall endeavor to respond to all Licensee support inquiries within an hour or receipt during normal hours of operation. Enhanced services may also be made available by CUSI from time to time and contracted by Licensee under a professional services agreement, Sales Agreement, or other written agreement between CUSI and Licensee. CUSI provides Technical Support and Maintenance Services on the current and next most current versions of the Licensed Software.

6. Term: Subject to the terms of this Exhibit A and the Agreement, the Licensee is entitled to receive the Technical Support and Maintenance Services described herein for a period of one year. The first

year of service will begin 90 days from the purchase date of the Licensed Software following the Software Warranty Period.

7. Annual Renewal of Service: Thirty (30) days prior to the annual expiration date of this Exhibit A, CUSI will send to Licensee an invoice for the annual renewal of Technical Support and Maintenance Services pursuant to the current terms, conditions and pricing then in effect. Such Technical Support and Maintenance Services will be automatically renewed unless canceled in writing by Licensee sixty (60) days prior to the annual expiration date.

8. Fees: Support Fees for such services are charged on an annual basis and are equal to twenty-eight percent (28%) of the then-current list price of the Licensed Software. The Support Fee amount is calculated on the date of annual renewal based upon the list price of the Licensed Software as if it were being purchased at such time. The Licensee will be invoiced for annual renewals on or before the date of expiration of the then current term. CUSI reserves the right to amend its Support Fees and License Fees annually with prior written notice. CUSI's invoice for renewals hereunder shall constitute notice for purposes of this Section 8.

CUSI reserves the right to charge Support Fees for services rendered in connection with reported program errors which are subsequently determined to have been due to hardware or software not supplied by CUSI. CUSI will perform such services on a time and materials basis. Notwithstanding the foregoing, CUSI does not have an obligation to perform technical support services related to hardware or software not supplied by CUSI.

9. Payment: Licensee is responsible for the full payment of Support Fees including any applicable sales and/or use taxes. In the event of nonpayment this Exhibit, the Agreement shall immediately expire and the Licensee shall not be entitled to receive the Technical Support and Maintenance Services described herein. In the event of cancellation of Technical Support and Maintenance Services during the annual period, no refund, pro-rated or otherwise, will be provided.

10. Reinstatement of Services: In the event of cancellation of or nonpayment for Technical Support and Maintenance Services, any subsequent renewals will be subject to a reinstatement charge of 50% multiplied by the then current Licensed Software license fee, plus any unpaid historical and current annual Support Fees.

11. Per-Call Technical Support Service: If Licensee is not current on Technical Support and Maintenance Services fees, Licensee may request Technical Support Services on a per-call basis. Such per-call support terms are as follows: (i) Per-call support includes telephone and online support; (ii) Per-call support is billed at \$6.00 per minute, with a \$90 minimum plus a \$25.00 Admin fee per service call; (iv) Per-call support shall be paid via credit card only, and is accepted prior to the provision of support; and (v) Per-call support is for technical support only and does not include Maintenance Services.

12. Registered Users: Licensee shall provide and maintain a list of registered users that may be contacted by CUSI in support of this Agreement. Licensee may amend the list of registered users at any time by providing written notice to CUSI.

13. Conditions of Service: The receipt and use of the Licensed Software is subject to the terms and conditions of the Agreement and the adherence to associated Documentation and maintenance of the system requirements of the Licensed Software.

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