AURIGO SERVICE SUBSCRIPTION AGREEMENT

This Service Subscription Agreement (the "Agreement") is an agreement between Aurigo Software Technologies Inc. and <mark><Insert Customer Name Here></mark> (the "Customer"). This Agreement consists of the terms and conditions, the service level agreements ("SLAs") corresponding to the applicable Services, and the pricing and payment terms related to the applicable Services. The Services also may contain other posted notices or codes of conduct, which are incorporated by reference into this Agreement.

Please read this Agreement carefully. THIS AGREEMENT MUST BE SIGNED BY BOTH PARTIES PRIOR TO USING ANY OF THE SERVICE. CUSTOMER AGREES TO BE BOUND BY THIS AGREEMENT, INCLUDING ANY WRITTEN AND MUTUALLY AGREED MODIFICATIONS MADE TO IT FROM TIME TO TIME. IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, IT MAY NOT SUBSCRIBE TO OR USE THE SERVICES.

1. DEFINITIONS

"**Add-on Service**" means additional functionality or services that may be ordered by Users of the Services for an additional subscription fee or charge.

"**Affiliate**" means any legal entity that a party owns, that owns a party, or that is under its common ownership. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity. If Customer is an agency of a state, provincial, or local government, "Affiliate" means:

> 1. any government agency, department, office, instrumentality, division, unit or other entity, of Customer's state, provincial or local government that is supervised by, or is part of, Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

> 2. any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state or province and located within Customer's state's or province's jurisdiction and geographic boundaries; and

> 3. any other entity in Customer's state or province expressly authorized by the laws of Customer's state or province to purchase under state or provincial contracts; provided that a state or province and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government or its Affiliates. Notwithstanding the foregoing, provincial Crown corporations are not Affiliates for the purposes of this definition. If Customer is an agency of the U.S. government, "Affiliate" means any other agency of the U.S. government. If Customer is an agency of the Canadian government, "Affiliate" means any other agency of the Canadian government, except for a federal Crown corporation.

"**Annual Construction Value**" or "**ACV**" means the Customer's sum of all construction costs (both direct and indirect) for the period of one fiscal year.

"**Aurigo**" means Aurigo Software Technologies Inc. or its Affiliates.

"**CPGL**" means Core Product Go Live. It is the date that the base functionality of the Aurigo Commercially Off the Shelf platform and the licensed product(s) is/are made available to Customer. This is different from Solution Go-live date when the entire solution will be hosted in a production environment.

"**Client Software**" means any software provided to Customer by Aurigo related to the Services.

"**Confidential Information**" means all terms and conditions herein, and any and all financial, sales,

marketing, pricing, customer, personnel, present or future product (including, without limitation, the source code of the Services or Client Software and all know-how and trade secrets, relating to, contained in, or embodied in the Services or Client Software, technical, research, development or other business data and information of the parties (whether communicated orally, visually, in writing, or in any other recorded or tangible form) which is not in the public domain and which: (a) either party has marked as confidential or proprietary, (b) either party, orally or in writing, has advised the other party of its confidential nature, or (c) due to its character or nature, a reasonable person in a like position and under like circumstances would treat as confidential.

"**Content**" means all data, including all text, sound, or image files and software that are provided to Aurigo by, or on behalf of, Customer, its Users and associated account Users through their use of the Services. The term "Content" does not apply to any test data.

It is the date that the base functionality of the Aurigo Commercial Off the Shelf Cloud Software and the licensed product(s) is/are made available to Customer. "**Customer**" means the entity that has entered into this Agreement. If an individual enters into this Agreement on behalf of a company or other legal entity, such individual represents that he or she has the authority to bind such entity to this Agreement.

"**Go-Live**" means the date entire configured Service is hosted and available in Aurigo's production environment for user access.

"**Intellectual Property**" means any intellectual or industrial property rights protected or protectable under the laws of United States of America and includes copyrights, moral rights, trade secrets, patent rights, rights in inventions, trade-marks, trade names and service marks, as well as applications for, and registrations, extensions, renewals and re-issuances of, the foregoing, in whatever form such rights may exist and whether registered or unregistered.

"**License**" means the rights granted by Aurigo to Customer to copy, install, use, access, display, run and/or otherwise interact with the Services and/or Client Software for, as applicable, for Customer's internal business purposes.

"**Service" or** "**Services**" means any of the Aurigo-hosted service or services to which you subscribe under this agreement.

"**SLAs**" means service level agreements representing commitments Aurigo makes with regard to the Services. The term "SLAs" does not apply to any Third Party Software or Third Party Services.

"**Subscription**" means enrollment for a Service or Services for a defined Term.

"**Subscription Fee**" means the annual fee Customer is required to pay for the Subscription to the Services and Client Software. Customer is required to pay the Subscription Fee in advance. Payments are due and must be paid in accordance with the Order. Price level changes are not retroactive. Prices for each price level are fixed at the time the Subscription is first placed and apply throughout the Contract Term. Subscription Fees are subject to change by Aurigo at the end of the initial Contract Term and at the end of any contract renewal term.

"**Subscription Period**" means the one-year period corresponding to a given Subscription Fee.

"**Term**" or "**Contract Term**" means the duration of this Agreement, as set forth on Schedule 1.

"**Third Party Software**" means software provided by a third party to Customer (which may or may not be used through the Services), that are subject to additional terms and conditions between the third party and Customer associated with Customer's use of such third party software. The term "Third Party Software" does not include software embedded in the Services, or provided to Customer by Aurigo as part of the Services, that are necessary for Customer's use of the Services.

"**Third Party Services**" means services provided by a third party to Customer (which may or may not be used through the Aurigo Services), that are subject to additional terms and conditions between the third party and Customer associated with Customer's use of such third party services. The term "Third Party Services" does not include services provided to the Customer with, or as part of, the Aurigo

Services that are necessary for Customer's use of the Aurigo Services.

"**Users**" means individuals within Customer's organization who have the right to use the Services, as dictated by the number of User Licenses purchased by Customer.

"**User Licenses**" refers to the named user license subscriptions that Customer has purchased under its Subscription for Services.

"**Work Order**" or "**Order**" means an order for Services.

"**Work Product**" means any item (tangible or intangible) which is created or produced as a result of any customization or configuration services by Aurigo. For the sake of clarity, the term "Work Product" does not include any items that are considered to be derivative works of intellectual property owned by Aurigo, including but not limited to configuration of existing code.

2. LICENSE GRANT – WHAT CUSTOMER IS LICENSED TO USE

2.1   **General.** Aurigo grants Customer a non-exclusive, non-transferrable, non-assignable, limited License to the Services ordered by Customer during the Term, subject to Customer's obligation to pay and any rights and limitations described in this Agreement. Customer's ability to use the Services may be affected by minimum system requirements or other factors. Aurigo reserves all rights not expressly granted. No implied licenses flow from this Agreement.

2.2   **Ownership.** Each party shall retain ownership of its Intellectual Property and derivative works created therefrom. Ownership rights to Work Product provided to the Customer under this Agreement will be defined in an applicable statement of work associated with that Work Product.

2.3   **Client Software.** Customer may need to install Client Software wherever applicable (mobile client software for iOS and Android are available subject to users being licensed to access the Services) to access and use the Services, in which case Aurigo grants Customer a non-exclusive, non-transferrable, non-assignable, limited License to the Client Software during the Term, subject to Customer's obligation to pay and any rights and limitations described in this Agreement. Customer's ability to use the Client Software may be affected by minimum system requirements or other factors. Customer may make copies of the Client Software solely to support the Services for its Users, but only to the extent the copies are true and complete copies (including copyright and trademark notices) and are made from an Aurigo approved media or a network source. Customer agrees to use reasonable efforts to make all authorized Users (as discussed in Section 2.4 below) aware that use of the Services is licensed from Aurigo and subject to the terms of this Agreement. Additional rights and restrictions for the Client Software may accompany the provision of such Client Software, and Customer agrees to abide by all such additional rights and restrictions.

2.4   **Authorized Users.** Only those individuals who Customer designates as authorized Users may use and access the Services. Only Users who have administrator privileges may add additional authorized Users to the Services up to and including the total number of User Licenses purchased during the Subscription Period. User Licenses cannot be shared or used by more than one individual authorized User and cannot be reassigned to a new User to replace a current authorized User who has terminated employment or otherwise changed job status or function and no longer uses the Services. However, a User who has administrator privileges may delete an authorized User from the Services and add a new authorized User to the Services to replace the former authorized User.

2.5   **Limitations on use.** Customer shall not (and shall not permit any third party to) copy, reverse engineer, decompile or disassemble the Services or Client Software or make works derived from any version of the Services or Client Software or attempt to generate or access the source code for the Services or Client Software, whether by

converting, translating, decompiling, disassembling or merging any part of the Services or Client Software with any other software, except where applicable law requires it despite this limitation. Customer shall not (and shall not permit any third party to) rent, lease, lend, resell, or host to or for third parties any Services or Client Software. Customer shall not circumvent or disable any usage rules or other security features of the Services or Client Software; or remove, alter or obscure any proprietary notices or labels.

3. ORDERING, PRICING, PAYMENTS, RENEWALS AND TAXES

3.1 **Ordering.** Customer shall issue a purchase order to Aurigo for each Subscription and for each change to a Subscription during an applicable Subscription Period.

If Customer desires to increase the total number of User Licenses during a Subscription Period, Customer must purchase those additional User Licenses prior to exceeding its then-current number of authorized User Licenses. If Customer desires to reduce the total number of User Licenses, Customer may request a reduction in the number of User Licenses at any time during the applicable Subscription Period. If Aurigo assesses that Customer is eligible for such reduction, which Aurigo may determine in its sole discretion, the reduction in the number of User Licenses will be effective at the beginning of the next Subscription Period. Customer's reduction of User Licenses may trigger a price increase according to Aurigo's then-current Subscription Fee, and Customer may lose any locked-in pricing or volume discounts previously agreed with Aurigo.

If Customer has purchased an ACV-based Subscription, and if during the Contract Term, Customer uses a higher ACV than it originally purchased for the applicable Subscription period, then (i) at the end of the applicable Subscription period, Aurigo will have the right to invoice Customer in arrears at a price for the higher ACV tier actually used by Customer; and (ii) Customer will automatically be enrolled in the higher ACV tier actually used by Customer for the next applicable Subscription Period. If the Customer budget allocation changes, Customer may request a downgrade to a lower ACV tier. If Aurigo assesses that Customer is eligible for such downgrade, which Aurigo may determine in its sole discretion, Customer's downgrade to a lower ACV tier will be effective at the beginning of the next Subscription Period. There will be no refunds if Customer's ACV usage is lower than the tier selected for the then-current Subscription period. Customer's downgrade to a lower ACV tier may trigger a price increase according to Aurigo's then-current Subscription Fee, and Customer may lose any locked-in pricing or volume discounts previously agreed with Aurigo.

Any Services added to a Subscription will expire at the end of the Term. Customer may place Orders for its Affiliates under this Agreement and grant its Affiliates administrative rights to use the Services. Affiliates may not place Orders under this Agreement. To the extent Customer grants any rights to Affiliates, such Affiliates shall be bound by the terms and conditions of this Agreement. Customer agrees that it is jointly and severally liable for any Services purchased for or other actions taken by any of its Affiliates or any third party to which it provides rights under this Agreement**.**

3.2 **Renewal.** The Contract Term of this Agreement is defined in the Schedule 1.

3.3 **New agreement.** Prior to placing new Orders, renewing any Subscriptions, or further use of the Services after the end of Contract Term, and upon notice, Aurigo may require that Customer enter into an updated agreement to govern Orders, renewal Subscriptions, usage or other terms from that date forward.

3.4 **Taxes and other Incidental Charges.** The prices and rate plans do not include any taxes, phone and the Customer's cost of their Internet access charges, mobile text messaging, wireless service and other data transmissions, unless stated otherwise. Customer is responsible for all such incidental charges and any taxes it is legally obligated to pay, including, but not limited to, paying Aurigo any applicable value

added, sales or use taxes or like taxes that are permitted to be collected from Customer by Aurigo under applicable law. If any taxes are required by law to be withheld on payments made by Customer to Aurigo, Customer may deduct such taxes from the amount owed Aurigo and pay them to the appropriate taxing authority; provided, however, that Customer shall promptly secure and deliver to Aurigo an official receipt for any such taxes withheld or other documents necessary to enable Aurigo to claim a Foreign Tax Credit. Customer will make certain that any taxes withheld are minimized to the extent possible under applicable law. If the Customer is tax exempt, it must provide a valid tax exemption certificate for Aurigo to exclude taxes from customer invoices.

3.5 **Refunds.** All charges are non-refundable unless expressly stated otherwise, or otherwise provided by law.

3.6 **Late Payments.** Payments to Aurigo are due 30 days from receiving an invoice. Aurigo may suspend or cancel the Services if Customer does not pay in full and on time.

4. TERM AND TERMINATION

4.1 This Agreement will become effective upon acceptance by the parties and will remain in force for the Term unless terminated pursuant to this Section 4.

4.2 **Suspension of Services by Aurigo.** Aurigo may immediately suspend Customer's use of the Services or a portion thereof at any time if (a) Aurigo believes that Customer's use of the Services represents a direct or indirect threat to its network function or integrity or anyone else's use of the Service, or (b) Aurigo is otherwise required by law to do so. Upon notification by Aurigo of any such suspension, Customer's right to use the Services will stop immediately. For the avoidance of doubt, during any suspension, the other terms of this Agreement remain in full force and effect.

Aurigo will endeavor to work with Customer to revoke a suspension, which may include the Customer taking remedial actions, after which Customer's right to use the Services will resume. If Aurigo determines in its sole discretion that a suspension cannot be revoked, then Aurigo may terminate this Agreement by written notice to Customer.

4.3 **Termination by Customer.** Customer may suspend Customer's use of the Services or a portion thereof at any time if Aurigo violates the terms of this Agreement. However, Customer's obligation to pay remains in effect until the date of termination.

4.4 **Termination of this Agreement for Cause.** A party may terminate this Agreement by written notice if the other party materially breaches this Agreement and fails to cure the breach during the Cure Period. The "Cure Period" will commence on the date the non-breaching party gives written notice of breach to the breaching party, specifying the nature of the breach, and will continue for a period of: (i) ten days in cases where the breach is the failure to pay any amounts due under this Agreement; or (ii) 30 days for all other breaches; provided that, notwithstanding the foregoing, there will be no period for curing or remedying a material breach by either party of its obligations pertaining to Confidential Information under Section 8. If Customer fails to make any payment required hereunder and fails to cure such breach within the Cure Period, Aurigo may declare all sums due and to become due hereunder immediately due and payable. If Aurigo terminates this Agreement for Customer's violation of the Agreement terms, Customer will be obligated to pay any Subscription fees due for the then-current Subscription Period.

4.5 **Termination for Insolvency.** This Agreement may be terminated by either party, immediately upon written notice to the other party in the event (i) the other party files a petition for bankruptcy or is adjudicated bankrupt; (ii) a petition in bankruptcy is filed against the other party and such petition is not dismissed within sixty (60) calendar days; (iii) the other party becomes insolvent or makes an assignment for the

benefit of its creditors or an arrangement for its creditors pursuant to any bankruptcy or other similar law; (iv) the other party discontinues its business; or (v) a receiver is appointed for the other party or its business.

4.6   **Effect of termination.** Upon termination or cancellation of the Services or this Agreement by either party for any reason, (i) Customer will immediately cease all use of the Services and Client Software, (ii) Customer shall certify in writing to Aurigo that, within 30 calendar days after termination, Customer has erased from computer memory, destroyed, or returned to Aurigo all Client Software, as well as any copies thereof on any media or in any form, whether partial or complete, whether modified or in original form, (iii) Aurigo may delete Customer's Content permanently from its servers. Notwithstanding the foregoing, Aurigo will keep Customer's Content for a period of 90 days before it is deleted from Aurigo's servers. Customer is solely responsible for taking the necessary steps, and incurring the costs, to back up its Content and ensure that it maintains its primary means of business. Termination of the Services or this Agreement or any license granted herein shall not limit either party from pursuing any other remedies available to it at law or in equity.

4.7   **No liability for deletion of Content.** Customer acknowledges that, other than as expressly described in these terms, Aurigo will have no obligation to continue to hold, export or return Customer's Content. Customer acknowledges that Aurigo will have no liability whatsoever for deletion of Content pursuant to these terms.

5. DATA PRIVACY

5.1   **Use of Customer Data.** Content and other data that Customer may provide or cause to be provided to Aurigo for use with the Services ("**Customer Data**") will be used only to provide Customer the Services, and in other limited circumstances, including troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Services, the improvement of features including but not limited to those features that involve the detection of, and protection against, emerging and evolving threats to the user (such as malware or spam), and develop new Service capabilities. Aurigo may also use Customer Data for the limited purposes of marketing, advertising and customer communications. Customer hereby grants to Aurigo a limited, nonexcusive licnese to use Customer Data for the limited purposes set forth above in this Section 5.1.

Notwithstanding the forgoing, Aurigo will not otherwise disclose customer data to a third party (including law enforcement, other government entity, or civil litigant; excluding Aurigo subcontractors and affiliates) except as Customer directs or unless required by law. Should a third party contact Aurigo with a demand for customer data, Aurigo will attempt to redirect the third party to request it directly from Customer. As part of that, Aurigo may provide Customer's basic contact information to the third party. If compelled to disclose customer data to a third party, Aurigo will use commercially reasonable efforts to notify Customer in advance of a disclosure unless legally prohibited. Customer is responsible for responding to requests by third parties defined in this clause regarding Customer's use of the Service, such as a request to take down content under the Digital Millennium Copyright Act.

6. USE RIGHTS AND LIMITATIONS

6.1 **SLAs.** Aurigo will comply with the then-current SLA in place relating to the Services

6.2 **Customer's Use.** In using the Service,

Customer agrees to:

- comply with all laws;
- comply with any codes of conduct or other notices provided by Aurigo;
- keep its password secret, and
- promptly notify Aurigo if it learns of a security breach or unauthorized access related to the Service.

Customer agrees to not:

- use the Services in any way that harms Aurigo or its Affiliates, resellers, distributors and/or vendors, or any customer of the same, or the Services or other Users;
- engage in, facilitate, or further unlawful conduct;
- damage, disable, overburden or impair the Services (or the networks connected to the Services) or interfere with anyone's use and enjoyment of the Services;
- resell or redistribute the Services, or any part of the Services, unless Customer has a contract with Aurigo that permits it to do so;
- use any portion of the Services as a destination linked from any unsolicited bulk messages or unsolicited commercial messages ("spam");
- use any unauthorized automated process or service to access and/or use the Services (such as a BOT, a spider, periodic caching of information stored by Aurigo or "meta-searching"), however, periodic automated access to the Services for report creation or scheduling is permitted;
- use any unauthorized means to modify or reroute, or attempt to modify or reroute, the Services or work around any of the technical limitations in the Services;
- modify, create derivative works from, reverse engineer, decompile or disassemble or otherwise attempt to discover any trade secret contained in the Services or in any technology, or system used by Aurigo in connection with providing the Services, except and only to the extent that applicable law expressly permits Customer to do so despite this limitation;
- create a "mirror" of any content of the Services to give the impression that Customer is offering all of the functionality of the Services as its service located on its own servers;
- build a product or service using similar ideas, features, functions or graphics of the Services;
- copy any ideas, features, functions or graphics of the Services.

6.3 **Use of Other Aurigo Services.** Customer may need to use certain Aurigo websites or services to access and use the Services. If so, the terms of use associated with those websites or services, as applicable, apply to Customer's use of them.

6.4 **Third Party Services.** Aurigo or its partners may make Third Party Services available to Customer (a) through the Services or (b) that interface with the Aurigo Services. These Third Party Services are the responsibility of the Third Party Service provider, not Aurigo. The Third Party Service providers may require Customer to accept additional terms and conditions and/or pay a fee in order to use their services. Those additional terms and conditions are between Customer and the Third Party Service provider. Customer must maintain an active Subscription in order to use the Aurigo Services with Third-Party Services.

Any Third Party Service provider's use of information that Customer provides as part of using their Third Party Service is subject to the privacy statements and practices of that Third Party Service provider and/or their suppliers. Aurigo encourages Customer to review the privacy statement of these Third Party Service providers. Aurigo is not responsible for the privacy statements or privacy practices of these Third Party Service providers or their suppliers.

6.5   **Third Party Software.** Some Third Party Software may be appropriate or necessary for use with the Service. Customer is solely responsible for any Third Party Software installed in or used with the Aurigo Services, and Customer's right to use such Third Party Software is governed by the terms of any applicable Third Party Software license agreement. Aurigo is not a party to and is not bound by any terms governing Customer's use of the Third-Party Software, and Customer acknowledges that it will direct and control the installation and use of such Third Party Software with the Aurigo Services.

Customer must maintain an active Subscription in order to use the Aurigo Services with Third Party Software. Aurigo will not run or make any copies of Third Party Software licensed by the Customer except as may be necessary to support Customer's use of the Aurigo Services. Customer may not install or use the Third Party Software in any way that would subject Aurigo's intellectual property or technology to obligations beyond those included in the Agreement. Aurigo does not, and will not have any obligation to, provide technical or other support for any Third Party Software. Aurigo does not make any representation or guaranty that any Third Party Software will operate successfully with the Services or continue performing after an update, upgrade, services patch, support fix or platform migration has been made to the Service.

6.6   **Third Party Software and Third Party Services Release of Claims.** Aurigo will not be liable for any claims arising out of Customer's use of Third Party Software or Third Party Services, including but not limited to, claims pertaining to privacy, performance, availability, or data integrity.

6.7   **Third Party Software and Third Party Services Indemnity for Use**. Customer will indemnify and hold harmless Aurigo for all claims resulting from, related to, or in connection with Customer's use of Third Party Software or Third Party Services associated with the Aurigo Services.

6.8   **Use of Third Party Software or Third Party Services Websites.** If Customer accesses any third party website to use Third Party Software or Third Party Services in conjunction with the Aurigo Services, Customer must abide by the third party's terms of use, and also must abide by Aurigo's terms of use for those third party websites, as set forth in section 7.1.

7. CUSTOMER CONTENT

7.1   **Links to third-party Web sites.** The Services may contain links to third party websites belonging to Third Party Software and Third Party Service providers. These third party websites are not under Aurigo's control and Aurigo has no responsibility for the content contained in such third party websites. If Aurigo has included these links in the Services, it provides them as a convenience to Customer only. The inclusion of these links is not an endorsement by Aurigo of any third party website, Third Party Software, Third Party Services, or any other third party service or product. Aurigo reserves the right to disable links to any third party website that Customer posts on the Services. Customer's use of any such third party website will also be subject to Aurigo's Third Party Terms of Use, available here: http://www.aurigo.com/third-party-terms-of-use/

7.2   **Aurigo will not own any Content.** Aurigo performs regular backups of Content for the purpose of recovery in the event of a failure in Aurigo's data centers. However, notwithstanding the foregoing, Customer is solely responsible for the Content it provides to Aurigo through the Services either through integrations or through manual entry. Customer, not Aurigo, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use such Content. Aurigo shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Content that Customer uses with the Service.

8. CONFIDENTIALITY

8.1   Aurigo and Customer shall treat the terms and conditions of this Agreement, to the extent permitted by law, as confidential and shall not disclose them to any third party except in the furtherance of the parties' business relationship with each other. For government Customers, this Section is subject to the requirements of applicable trade secret, public records, or similar laws.

8.2   **Protective Measures.** Each party acknowledges the proprietary nature of the other party's Confidential Information and the business advantage and opportunity provided thereby. Customer acknowledges and agrees that the Services and Client Software, its object code and source code, whether or not provided to Customer, and all ideas, methods, algorithms, formulae, processes, and concepts used in developing or incorporated into the Services or Client Software, all future updates and upgrades, and all other improvements, revisions, corrections, bug-fixes, hot- fixes, patches, modifications, enhancements, releases, signature sets, upgrades, and policy and database updates and other updates in, of, or to the Services or Client Software, all derivative works based upon any of the foregoing, and all copies of the foregoing are trade secrets, Confidential Information and proprietary property of Aurigo, having great commercial value to Aurigo. Accordingly, each party agrees that the Confidential Information it receives from the other party will be disclosed only to such of its employees and agents who have a need to know such particular information in furtherance of their duties and are bound to an enforceable written agreement prohibiting them from disclosing any such information to any other party or using such information except for the purposes permitted by this Agreement. Except as expressly permitted by this Agreement, neither party will use the other party's Confidential Information or disclose such information to any third party without the prior written consent of the other party.

8.3   **Exceptions Regarding Disclosure.** Nothing in this Agreement will prevent the receiving party from disclosing the other party's Confidential Information to the extent the receiving party is legally compelled to do so by any court or governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction, on condition that prior to the disclosure, the receiving party shall (i) assert the confidential nature of the Confidential Information; (ii) immediately notify the

disclosing party in writing of the order or request to disclose; and (iii) cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.

8.4 **Injunctive Relief.** Each party acknowledges and agrees that due to the unique nature of Confidential Information, there can be no adequate remedy at law for any unauthorized use or copying of the Services or Client Software by Customer or any breach of the obligations under this Section 8 regarding Confidential Information by either party. Any such breach would result in irreparable harm to the non-breaching party and, therefore, upon any such alleged breach, the non-breaching party will be entitled to seek appropriate equitable relief, in addition to whatever remedies it might have at law, in equity or under this Agreement.

9. WARRANTIES

9.1 **Limited warranty.** Aurigo warrants that the Services and Client Software will conform as per specification, and will be subject to the following limitations:

- this limited warranty applies only during the Term, including any renewals ("Warranty Period");
- any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last only during the Warranty Period;
- this limited warranty does not cover problems caused by accident, abuse or use of the Services in a manner inconsistent with this Agreement, or resulting from events beyond Aurigo's reasonable control;
- this limited warranty does not apply to problems caused by the failure to meet minimum system requirements;
- this limited warranty does not apply to downtime or other interruption in access to the Services, or any other performance metrics that are addressed in an applicable SLA;
- this limited warranty does not apply to problems caused by Customer's use of any Third-Party Services, Third-Party Software and any other third-party provided goods or services; and
- This limited warranty expressly excludes any Third-Party Services, Third-Party Software and any other third-party provided goods or services.

9.2 **Remedies for breach of limited warranty.** If Customer notifies Aurigo within the Warranty Period that the Services or a portion thereof do not meet the limited warranty, then Aurigo will either (1) return the amount paid for the applicable Services or portions thereof during the Term, but only in an amount equal to the portion of the payments for which Customer's warranty claim applies, and only to the extent Customer requests termination of the contract, or (2) update such Services to make it conform to the limited warranty. These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

9.3 **DISCLAIMER OF OTHER WARRANTIES.** OTHER THAN THIS LIMITED WARRANTY, AURIGO PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES. AURIGO DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW.

9.4 **DISCLAIMER OF LIABILITY.** Aurigo will not be in breach of any of its obligations under this Agreement (including in respect of any service levels, to the extent applicable) or be liable to Customer, to the extent such act or omission (which would constitute such a breach, or give rise to liability) is caused by or directly attributable to an act or omission of any third party not affiliated with Aurigo, including for the avoidance of doubt, Customer.

10.DEFENSE OF INFRINGEMENT AND MISAPPROPRIATION CLAIMS

10.1 **Agreement to protect.** Aurigo will defend Customer against any claims made by an unaffiliated third party that any Services or Client Software infringes that third party's patent, copyright or trademark or makes intentional unlawful use of its trade secrets or confidential information. Aurigo will also pay the amount of any resulting adverse final judgment (or settlement to which Aurigo consents). This Section provides Customer's exclusive remedy for these claims.

10.2 **What Customer must do:** Customer must notify Aurigo promptly in writing of the claim and give Aurigo control over its defense or settlement of the claim. Aurigo will work with Customer's designated representative to process and defend against the claim. Customer's designated representative must provide Aurigo with reasonable assistance in defending the claim. Aurigo will reimburse Customer for reasonable out of pocket expenses that it incurs in providing that assistance, but Aurigo will not be liable to Customer for any attorney fees of counsel hired by Customer unless Aurigo has expressly agreed to pay such fees in advance and in writing.

10.3 **Limitations on defense obligation.** Aurigo's obligations in this Section 10 will not apply to the extent that the claim or award is based on:

- Customer's use of the Services or Client Software after Aurigo notifies it to discontinue its use due to a third party claim;
- Customer's combination of the Services or any related Client Software with a non-Aurigo product, data or business process, including Third Party Software and Third Party Services;
- damages attributable to the value of the use of a non-Aurigo product, data or business process;
- Customer's use of Aurigo's trademark(s) without express written consent to do so;
- any trade secret or undisclosed information claim, where Customer acquires the trade secret or undisclosed information (1) through improper means; (2) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (3) from a person (other than Aurigo) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret or undisclosed information.

10.4 **Specific rights and remedies in case of infringement.**

- **Aurigo's rights in addressing possible infringement.** If Aurigo receives information concerning an infringement claim related to the Services or Client Software, Aurigo may, at its expense and without obligation to do so: (1) procure for Customer the right to continue to use the allegedly infringing Services and/or Client Software, (2) modify the Services and/or Client Software, or (3) replace the Services and/or Client Software with a functional equivalent, to make it non-infringing, in which case Customer will immediately stop using the allegedly infringing Services and/or Client Software after receiving notice from Aurigo.

- **Customer's specific remedy in case of injunction.** If, as a result of an infringement claim, Customer's use of the Services or Client Software is enjoined by a court of competent jurisdiction, Aurigo will, at its option, either: (1) procure the right to continue its use; (2) replace it with a functional equivalent; (3) modify it to make it non-infringing; or (4) terminate the License as to the infringing Services and/or related Client Software and refund any amounts paid in advance by Customer for unused Services.

11. LIMITATION OF LIABILITY

11.1 **Limitation on liability.** Except as otherwise provided in this Section, to the extent permitted by applicable law, the liability of Aurigo and of Aurigo's contractors to Customer arising under this Agreement is limited to direct damages up to the amount Customer paid Aurigo for the Services and/or Client Software giving rise to that liability during the (1) Term or (2) twelve months prior to the filing of the claim, whichever is less. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:

- Aurigo's obligations under the Section titled "Defense of infringement and misappropriation claims";
- Customer's use of Aurigo's trademark(s) without express written consent to do so;
- liability for damages awarded by a court of final adjudication for Aurigo's or its employees' or agents' gross negligence or willful misconduct;
- liabilities arising out of any breach by Aurigo of its obligations under the Section entitled "Confidentiality"; or
- liability for personal injury or death caused by Aurigo's negligence or that of its employees or agents or for fraudulent misrepresentation.

11.2 **EXCLUSION OF CERTAIN DAMAGES.** To the extent permitted by applicable law, whatever the legal basis for the claim, neither party, nor any of its affiliates or suppliers, will be liable for any indirect damages (including, without limitation, consequential, special or incidental damages, damages for lost profits or revenues, business interruption, or loss of business information) arising in connection with this agreement, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. However, this exclusion does not apply to either party's liability to the other for violation of its confidentiality obligations or of the other party's intellectual property rights.

12. VERIFYING COMPLIANCE

During the Term of any Subscription and for three years thereafter, Customer must keep all records relating to the Subscription(s) and Customer's use of the Services and/or Client Software under this Agreement. Aurigo may request that Customer conduct an internal audit of all Services in use throughout Customer's organization, comparing (i) the number of User Licenses in use to the number of User Licenses purchased by Customer or (ii) the ACV tier actually used by Customer to the ACV tier purchased by Customer, as the case may be. By requesting an audit, Aurigo does not waive its rights to enforce this Agreement or to protect Aurigo's intellectual property by any other means permitted by law. If verification or self-audit reveals any unlicensed use, Customer must promptly order sufficient User Licenses or purchase a higher ACV tier, as the case may be, to cover its past and present use. If use in excess of what Customer has purchased from Aurigo is found, Customer must also reimburse Aurigo for the costs Aurigo has incurred in verification and acquire the necessary additional User Licenses or ACV tier, as the case may be, at single retail subscription cost within 30 days.

13.MISCELLANEOUS

13.1   **Notices.** Notices, authorizations, and requests to Aurigo in connection with this Agreement must be sent by regular or overnight mail, or express courier, to the addresses listed below. Notices will be treated as delivered on the date shown on the return receipt. Termination of the Agreement, a Subscription, or cancellation of a Subscription initiated by a Customer should be sent via the Aurigo customer service contact.

Notices should be sent to Aurigo:	Copies should be sent to:
Addresses provided at: http://www.aurigo.com/contact/	Aurigo Software Technologies Inc. 12515-7 Research Blvd. Suite 300, Austin, TX 78759

Notices, authorizations, and requests to Customers may be emailed to account administrators Customer identifies. Notices are effective on the date on the return receipt or, for email, when sent.

Notices should be sent to the Customer:	Copies should be sent to:
<Insert Customer Name Here>	

13.2   **Assignment.** Customer may not assign this Agreement.

13.3   **Severability.** If a court holds any provision of this Agreement to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this Agreement will be amended to give effect to the eliminated provision to the maximum extent possible.

13.4   **Waiver.** A waiver of any breach of this Agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.

13.5   **Applicable law.** This Agreement is governed by the laws of the State of Texas without regard to its conflict of laws principles, except that (1) if Customer is an entity of the

U.S. Government, this Agreement is governed by the laws of the United States, and (2) if Customer is an entity of a state or local government in the United States, this Agreement is governed by the laws of that state. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement. The Services are protected by copyright and other intellectual property rights laws and international treaties.

13.6   Dispute Resolution. The Parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled to the extent possible by good faith negotiations. Any dispute which the parties cannot resolve by good faith negotiations within 30 days or such longer period as the Parties may mutually agree, shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a single arbitrator appointed in accordance with such Rules. The arbitration will take place in Austin, TX, USA, in the English language and the arbitral decision may be enforced in any court. Notwithstanding the foregoing, claims for injunctive or equitable relief or claims regarding intellectual property rights may be brought in any competent court. Subject to the preceding arbitration provision, the parties consent to exclusive jurisdiction and venue in the state and Federal courts located in Austin, TX.

13.7   This Agreement is not exclusive. Customer is free to enter into agreements to license, use or promote non-Aurigo software or services, subject to the terms of this Agreement.

13.8   Survival. Provisions regarding fees, restrictions on use, transfer of licenses, export restrictions, defense of infringement and misappropriation claims, limitations of liability, confidentiality, compliance verification, indemnification, obligations on termination and the provisions in this Section entitled "Miscellaneous" will survive expiration or termination of this Agreement.

13.9   Force majeure. Neither party will be liable for any failure in performance due to causes beyond either party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Services)). This Section does not apply to Customer's payment obligations under this Agreement to the extent that any services continue during the force majeure period, for services rendered prior to the force majeure period, or once services resume following the force majeure period.

13.10   U.S. export jurisdiction. The Services are subject to U.S. export jurisdiction. Customer must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

13.11   Entire Agreement; Amendment. This Agreement and the schedules thereto constitute the entire agreement between the parties and supersede all prior agreements, understandings and other communications with respect to the subject matter hereof. Except as specifically provided for in this Agreement, no modification or amendment of this Agreement will be effective unless in writing and executed by a duly authorized representative of each party.

SCHEDULE 1 - Description of Service Subscription

Product Name	Aurigo Essentials
Products SKU	ESU-PU
Contract Term	X years
# of Users	"XXX" Users
Customer Name	<Customer Name>
Time & Materials Standard Rate	$ per Hour

Note:

1. Change Requests will require a separate statement of work, including scope, list of deliverables and cost of deliverables. Change Requests are provide on a Time & Materials basis.
2. Service Requests for configuration changes are provided on a Time & Materials basis.

SCHEDULE 2 – Support Plan & Service Level Agreement

Aurigo provides this Service Level Agreement (SLA) subject to the terms and conditions below, which will be fixed for the duration Contract Term of the Service. If a new SLA is proposed, it must be agreed upon in writing between both Aurigo and Customer.

Aurigo will provide product support to the administrative users of the system. Administrative users can contact Aurigo for support during the support times define in the purchased Support Plan.

Customer end-users must contract Customer's helpdesk for general support. In case the Customer helpdesk is not able to resolve the issue, Customer's designated and authorized personnel can contact Aurigo support helpdesk to help resolve the issue as set forth below. Aurigo support (business) hours are from 8 AM – 5 PM Customer Local Time (Monday through Friday, excluding US federal and state holidays).

A. Application Uptime Service Level

1. The Service Level for Application Uptime is 99.5%

2. The Monthly Application Uptime Percentage is calculated for a given calendar month using the following formula:

Monthly Uptime Percentage =		
Total number of minutes in a given calendar month	**minus**	Total number of minutes of Unplanned Downtime in a given calendar month
Total number of minutes in a given calendar		

3. To monitor the Service and to ensure availability, Customer agrees to provide a read-only user account to access Customer's instance of the Service.

B. Claims against Application Uptime Service Level

1. Customer may stake a claim if the Application availability does not meet uptime service level guarantee. In order to make a claim against Application Uptime Service Level, Customer account should be active and in good standing.

2. Customer must submit a formal claim to billing support at support@aurigo.com.

3. Customer must provide all reasonable application downtown details related to the Claim.

4. Customer must provide sufficient evidence to support the Claim, by the end of the month following the month in which the Incident which is the subject of the Claim occurs (for example, Incident occurs on January 15th, Customer provides Notice on January 20th, Customer must provide sufficient evidence to support the Claim by February 28th).

5. Aurigo will use all information reasonably available to it to validate Claims and make a good faith judgment on application uptime Service Level.

6. Aurigo will use commercially reasonable efforts to process Claims within 45-days.

C.   **Incident (application issue) definitions and support process**

Aurigo commits to responding to support requests in a timely manner. Application issues (incidents) are defined in the table below.

Severity Level	Category	Description
1	**Urgent**	Service outage has halted normal functioning of business. Service is completely inaccessible to users or Service is unusable because of severe performance degradation.
2	**High**	Major functionality in the Service is not working as designed and having a high impact on portions of the Customer's business and impacting majority of users. If a reasonable workaround is found for an "urgent" issue, it can be downgraded to "high" with Customer's consent.
3	**Normal**	Partial, non-critical loss of use of the Service with a medium-to-low impact on business. However, business can continue to function. If a reasonable workaround is found for a "high" issue, it can be downgraded to "normal" with Customer's consent.
4	**Low**	Minor inconveniences. Clarifications are also categorized as "low". If a reasonable workaround is found for a "normal" issue, it can be downgraded to "low" with Customer's consent.

The Service level time will be measured from the first communication to Aurigo via email or the support line or support website during standard business support hours. The support clock will pause if Aurigo is waiting for Customer approval, clarification or confirmation for corrective change. This applies to all severity levels.

For all incidents, Aurigo will provide the progress on incident resolution in the following way:

o   Severity Level 1 (Urgent) – Aurigo helpdesk will respond to Severity 1 incidents within 1 business hour of the first contact by Customer. Resolution of severity 1 tickets is guaranteed within 4 hours of receiving sufficient details of the incident from the Customer. Customer will be updated every 60 minutes until resolution. All Severity 1 incidents are escalated to Aurigo's Head of Customer Success team within first 60 minutes.

o   Severity Level 2 (High) – Aurigo helpdesk will respond to Severity 2 incidents within 4 business hours of the first contact by Customer. Within 3 business day, Aurigo will either resolve the issue or provide a committed date to fix the issue.

o   Severity Level 3 – Aurigo helpdesk will respond to Severity 3 incident within 4 business hours of the first contact by Customer. Within 10 business day, Aurigo will either resolve the issue or provide a committed date to fix the issue.

o   Severity Level 4 – Aurigo helpdesk will respond to Severity 4 incident within 6 business hours of the first contact by Customer.

D.   Exclusions

1.   Unplanned Downtime does not include:

   a.   The period of time when the Service is not available as a result of Planned Downtime or

   b.   The following performance or availability issues that may affect the Service:

      i.   Due to factors outside Aurigo's reasonable control;

      ii.   That resulted from Customer's or third party's, or Customer's use of any third party, hardware, software or services (including Third Party Software or Third Party Services, as defined in this Agreement);

      iii.   That resulted from actions or inactions of Customer or third parties;

      iv.   That resulted from actions or inactions by Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to Aurigo's network by means of Customer's passwords or equipment.

      v.   That were caused by Customer's use of the Service after Aurigo advised Customer (through an email to a Customer representative) to modify its use of the Service, if Customer did not modify its use as advised;

2. SLAs are applicable to production systems only

E.   Definitions:

1.   **"Claim"** means a claim submitted by Customer to Aurigo that a Service Level under this SLA has not been met and that a Service Credit may be due to Customer.

2.   **"Downtime"** means a period of time when Service is not functional and is not available to Customers for use.

3.   **"Incident"** means an unplanned interruption or degradation in Service.

4.   **"Monthly Uptime Percentage"** is calculated on a calendar month basis (according to the formula set forth in Section A) using data collected about the Service's availability for a given calendar month by a third-party provider who makes frequent log-in attempts to the Service on a 24-hour/seven day a week basis.

5.   **"Planned Downtime"** means published maintenance windows or times when Aurigo notifies Customer of periods of scheduled Downtime for network, hardware, Service maintenance, or Service upgrades at least 5 days before the commencement of such Downtime. If an emergency Downtime is required (such as a fix to a zero-day vulnerability), Aurigo is authorized to give Customer notification that is less than twenty-four (24) hours before the required downtime. Except all Emergency Downtime, Customers approval is mandatory for Scheduled Downtime. For Emergency Downtime, Customer will be notified. Every month, a three hour maintenance (over weekend) is scheduled for security patching.

6.   **"Service Level"** means the percentage of Service availability for a given month that Aurigo agrees to provide Customer, which is measured by the Monthly Uptime Percentage.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

[<mark><Insert Customer Name Here></mark>]

_____
Signature

_____
Printed Name

_____
Printed Title

AURIGO SOFTWARE TECHNOLOGIES

_____
Signature

Balaji Sreenivasan
Chief Executive Officer