Crow Canyon Software

IMPORTANT: DO NOT ALLOW LICENSED PRODUCT (AS DEFINED BELOW) TO BE INSTALLED OR USED WITHOUT READING THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE NOT WILLING TO ACCEPT THESE TERMS AND CONDITIONS, YOU MUST RETURN THE LICENSED PRODUCT TO CROW CANYON WITHIN TEN (10) DAYS OF RECEIPT. BY INSTALLING AND USING THE LICENSED PRODUCT AS PERMITTED BY THIS LICENSE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

LICENSED PRODUCT AGREEMENT – CROW CANYON SYSTEMS (SUBSCRIPTION LICENSE)

Note: This Licensed Product Agreement covers the Crow Canyon Systems software when licensed on a subscription license basis only. If Licensee is purchasing a license to the Crow Canyon Systems software on a perpetual basis, a different agreement applies; contact Crow Canyon to obtain a copy of the perpetual license agreement.

1. DEFINITIONS.

Crow Canyon Systems, Inc., the licensor of Licensed Product pursuant to this Agreement, is referred to herein as "Crow Canyon". The entity licensing Licensed Product is referred to herein as "Licensee." This Licensed Product Agreement is referred to herein as the "Agreement." In addition, the following definitions shall apply:

1.1 Documentation means all written user information, whether in electronic, printed or other format, delivered or made available to Licensee by Crow Canyon with respect to Licensed Product, now or in the future, including instructions, manuals, training materials, and other publications that contain, describe, explain, or otherwise relate to Licensed Product.

1.2 Embedded Applications means software developed by third parties that may be embedded in or bundled with the software developed by Crow Canyon as part of Licensed Product.

1.3 Licensed Product means all software (including Embedded Applications) and all related Documentation licensed to Licensee pursuant to this Agreement, now or in the future.

1.4 Licensed Site(s) means the Microsoft SharePoint site(s) for which Licensee has paid applicable license fees for Licensed Product and at which Licensee is authorized to utilize Licensed Product, as specified in writing by Crow Canyon in Crow Canyon's acknowledgment of Licensee's order or otherwise.

1.5 License Level means the applicable usage level for the Licensed Software as purchased by Licensee, such as the number of module instances, number of users, number of Microsoft SharePoint sites or site collections, Microsoft Office 365 tenancy, and other licensing parameters defined at time of purchase.

2. LICENSE GRANT

2.1 Basic Terms. Subject to the terms and conditions of this Agreement, Crow Canyon grants Licensee a fee-bearing, non-exclusive, non-transferable license to access and use the Licensed Software in the Licensed Sites, according to the License Level purchased, during the Term and Transition Period (defined below), provided that such access and Use of the Licensed Software is in accordance with this Agreement. In no event may License Product be: (a) used other than in the Licensed Sites; (b) made available via a network or otherwise to any third party other than the Licensed Sites; or (c) used to perform functions for third parties or to process or manage data for locations other than the Licensed Sites. Licensed Product will be provided by Crow Canyon and may be used by Licensee in executable code form only; source code to Licensed Product will not be provided. Licensed Product shall only be used as expressly authorized by this Agreement.

2.2 Copies. Licensee shall not make copies of or otherwise reproduce any Licensed Product, except that: (a) Licensee may make copies of the software component of any Licensed Product, in executable code form, only for backup or archival purposes; and (b) Licensee may make unlimited printed copies for Licensee's internal use of any Documentation delivered by Crow Canyon to Licensee. Licensee shall retain and include all of Crow Canyon's or any third parties' copyright and other proprietary rights notices on all copies of Licensed Product. Licensee shall not otherwise reproduce Licensed Product.

2.3 Supplemental Terms and Conditions. The product-specific terms and conditions set forth in the Supplemental Terms and Conditions attached hereto are incorporated herein by reference. These additional terms and conditions are applicable to the extent that Licensee licenses any of the specific products or modules listed therein.

3. RESTRICTIONS ON USE OF LICENSED PRODUCT

3.1 Intellectual Property Rights. Licensed Product is proprietary to Crow Canyon and/or third parties and is protected by copyright, trade secret, and other intellectual property rights. The placement of a copyright notice on any portion of Licensed Product does not mean that such portion has been published and will not derogate any claim of trade secret protection for the same. Title to all complete or partial copies, and all applicable rights to copyrights, patents, trademarks and trade secrets in Licensed Product, are and shall remain the property of Crow Canyon or their other owners, as applicable.

3.2 Confidentiality. Licensee agrees to keep Licensed Product confidential and to prevent unauthorized disclosure or use of Licensed Product in Licensee's possession. Licensee shall not transfer, assign, provide, or otherwise make Licensed Product available to any other party without the prior written consent of Crow Canyon. Any attempted sublicense, assignment or transfer of any rights, duties, or obligations by Licensee in violation of this Agreement shall be void. Licensee shall notify Crow Canyon immediately in writing of any unauthorized use or distribution of Licensed Product of which Licensee becomes aware and shall take all steps necessary to ensure that such unauthorized use or distribution is terminated. For any Licensed Product for which Crow Canyon makes available passwords or other user identification technology to access such Licensed Product,

Licensee shall advise all users of such passwords or other user identifications that such passwords or user identifications must be maintained in confidence and not transmitted or shared.

3.3 Modifications. Licensee shall not, and shall not allow any third party to, modify, decompile, disassemble or reverse engineer Licensed Product or attempt to create source code for Licensed Product by any means without Crow Canyon's express written authorization.

4. SUPPORT AND SERVICES.

Any support and/or services ordered from Crow Canyon by Licensee in connection with the license of Licensed Product shall be provided by Crow Canyon pursuant to Crow Canyon's terms, conditions and policies applicable at the time of order to the particular support and/or services purchased. Crow Canyon's current terms, conditions and policies for delivery of support and services, which are subject to change from time to time, are attached hereto as the Support and Services Policies. Licensee's license of Licensed Product does not, by itself, entitle Licensee to any support, upgrades, patches, fixes, or the like for Licensed Product; Licensee must maintain a current support subscription and pay any applicable support fees to be eligible for support services.

5. FEES AND TAXES.

Licensee agrees to pay Crow Canyon, in accordance with Crow Canyon's invoice terms, the fees charged for the Licensed Products and related support, services and/or other items ordered by Licensee, together with any other charges made in accordance with this Agreement, and all applicable sales, use or other taxes or duties, however designated, except for taxes based on Crow Canyon's net income. If Licensee claims tax exempt status, Licensee agrees to provide evidence of such tax exemption upon Crow Canyon's request. To the extent that such tax exemption cannot be properly claimed or does not extend to certain taxes or transactions, Licensee shall be responsible for any and all taxes and assessments that arise from this Agreement and related transactions (except for taxes based upon Crow Canyon's net income). Licensee shall pay a monthly charge of 1.5% (18% annually) on all amounts not paid when due, or, if a lower maximum rate is established by law, then such lower maximum rate. All pricing set forth in any Crow Canyon quotation or invoice is in United States dollars unless otherwise specified.

6. EMBEDDED APPLICATIONS; OPEN SOURCE SOFTWARE.

Licensed Product may contain Embedded Applications. If any additional license terms are identified in the Supplemental Terms and Conditions with respect to any Embedded Applications, Licensee shall comply with such conditions with respect to such applications. Certain Embedded Applications may also be subject to "Open Source" licensing terms. ("Open Source" is defined as computer software that is released under a license in which the copyright holder grants users the rights to use, study, change, and distribute the software and its source code to anyone and for any purpose. Open-source software may be developed in a collaborative public manner.) In some cases, the open source licensing terms may conflict with portions of this Agreement, and to the extent of any such conflict, the open source licensing terms shall govern, but only as to the software components subject to those terms. Notwithstanding the foregoing, Licensee acknowledges that if any open source software component is licensed under terms that permit Licensee to modify such component, and if Licensee does so modify such component, then Crow Canyon will not be responsible for any incompatibility with such modifications and the remainder of the Licensed Product.

7. COMPATIBLE PLATFORMS/HARDWARE.

Licensee is responsible for obtaining and maintaining an appropriate operating environment with the necessary hardware, operating system software, and other items required to use and access Licensed Product. Crow Canyon will not be responsible for any incompatibility between Licensed Product and any versions of operating systems, hardware, browsers, or other products not specifically approved by Crow Canyon for Licensee's use with Licensed Product. Crow Canyon will make written requirements available to Licensee at Licensee's request.

8. LIMITED MEDIA WARRANTY.

Crow Canyon warrants that the media on which Licensed Product is recorded shall be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase. Licensee's exclusive remedy under this Section shall be replacement of the defective media.

9. DISCLAIMER OF OTHER WARRANTIES. LICENSED PRODUCT IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (EXCEPT AS PROVIDED IN SECTION 8), AND CROW CANYON AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CROW CANYON DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET LICENSEE'S REQUIREMENTS, OR THAT THE OPERATION OF THE LICENSED PRODUCT WILL BE UNINTERRUPTED OR ERROR- FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, CROW CANYON DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE LICENSED PRODUCT IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. LICENSEE AGREES THAT THE USE OF LICENSED PRODUCT IS AT LICENSEE'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CROW CANYON OR A CROW CANYON REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO LICENSEE.

10. TERMINATION

10.1 Termination for Breach. Crow Canyon shall have the right to suspend performance under this Agreement in the event that Licensee is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period, provided that Crow Canyon shall have the right to terminate this Agreement immediately upon written notice in the event that Licensee breaches any of its obligations under Section 3. Licensee further

acknowledges that, as breach of the provisions of Section 3 could result in irreparable injury to Crow Canyon, Crow Canyon shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

10.2 Effects of Termination. In the event of any termination of all or any portion of this Agreement, Licensee shall not be relieved of any obligation to pay any sums of money that have accrued prior to the date of termination. In addition, the provisions of Sections 3, 5, 6, 9, 10, 11 and 12 shall survive termination of this Agreement. Immediately upon any termination of a license for any Licensed Product under this Agreement, Licensee shall, at its own expense, either return to Crow Canyon or destroy all copies of such Licensed Product in its possession or control, and shall forward written certification to Crow Canyon that all such copies of such Licensed Product have either been destroyed or returned to Crow Canyon.

11. **LIMITATION OF LIABILITY. CROW CANYON SHALL NOT BE LIABLE TO LICENSEE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY ARISING OUT OF THIS AGREEMENT, LICENSED PRODUCT, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF CROW CANYON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, LICENSEE SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY LICENSEE TO CROW CANYON HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED. IN ADDITION, IN NO EVENT WILL THE LIABILITY OF CROW CANYON RELATING TO SUPPORT SERVICES EXCEED THE TOTAL AMOUNT OF MONEY PAID BY LICENSEE TO CROW CANYON DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD WITH RESPECT TO THE PARTICULAR SUPPORT SERVICES ON WHICH THE CLAIM IS BASED.**

12. INDEMNIFICATION.

Crow Canyon agrees to indemnify and defend Licensee, its subsidiaries, and clients (the "Indemnitees") from and against any and all claims, actions or proceedings, arising out of any claim that the Licensed Software infringes or violates any U.S. patent, copyright or trade secret right of any third party; so long as the applicable Licensee provides; (i) prompt written notice to Crow Canyon of such claim (provided that failure to promptly provide such notice will relieve Crow Canyon of its obligations only to the extent that Crow Canyon is materially prejudiced by such failure); (ii) cooperate with Crow Canyon in the defense and/or settlement thereof, at Crow Canyon's expense; and, (iii) allow Crow Canyon to control the defense and all related settlement negotiations, provided that Crow Canyon may not settle without the prior written consent of Licensee (which shall not be unreasonably withheld).

Crow Canyon shall have no indemnity obligation for claims of infringement to the extent resulting or alleged to result from (i) any combination, operation, or use of the Licensed software with any programs or equipment not supplied by Crow Canyon and not required for use of the Licensed Software for its intended purpose; (ii) any modification of the Licensed Software by a party other than Crow Canyon (excluding configuration options made available to users in the ordinary course of using the Licensed Software); and (iii) Licensee's failure, within a reasonable time frame (including time necessary for Licensee to fully test and implement in accordance with Licensee's standard practices), to implement any replacement or modification of Licensed Software provided by Crow Canyon that eliminates the infringement.

12.1 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

12.2 General Provisions. Neither party shall be held liable to the other party for failure of performance where such failure is caused by supervening conditions beyond that party's control, including acts of God, civil disturbance, strikes or labor disputes. If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, this Agreement shall be enforced to the maximum extent possible to effectuate the original express intent of the parties. Licensee may bring no action arising out of this Agreement, regardless of form, more than one (1) year after the cause of action has arisen. In the case of notices to Crow Canyon, such notices shall be sent to: Crow Canyon Systems, Inc., Attn.: Contracts Department, 565 Lori Drive #71, Benicia, CA 94510. In the case of notices to Licensee, such notices shall be sent to Crow Canyon's address of record for Licensee. Either party may change its notice address by notifying the other in like manner. Licensee agrees that the terms of this Agreement, including all pricing for Crow Canyon's products and services, shall be kept confidential and not disclosed to any third party without the prior written consent of Crow Canyon; provided, however, that Crow Canyon's consent shall not be required if Licensee is required to disclose the provisions of this Agreement in order to comply with applicable public records laws.

12.3 Export. Without in any way limiting the restrictions on transfer set forth elsewhere in this Agreement, Licensee specifically agrees that Licensee will not, directly or indirectly, export or transfer any export-controlled commodity, technical data or software (a) in violation of any laws, regulations, rules or other limitations imposed by any government authority; or (b) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals.

12.4 U.S. Government Restricted Rights. Licensed Product is a "commercial item" as that term is defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. §12.212, 48 C.F.R. §227.7202 and 48 C.F.R. §52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to

time, all U.S. Government end users acquire Licensed Product only with those rights set forth herein.

12.5 Entire Agreement. This Agreement, inclusive of the Supplemental Terms and Conditions and the Support and Services Policies attached hereto, constitutes the complete and entire agreement between the parties with respect to its subject matter, and supersedes all prior discussions, understandings, arrangements, proposals and negotiations with respect to same. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Licensee with respect to Licensed Product or any related support or services, and Crow Canyon hereby refuses any such different or additional provisions in purchase orders or other documents. This Agreement shall not be subject to the Uniform Computer Information Transactions Act. This Agreement shall not be modified or amended without the written agreement of both parties.

SUPPORT AND SERVICES POLICIES

1. DEFINITIONS.

Capitalized terms not defined herein shall have the meanings assigned to them in the applicable Licensed Product Agreement ("Agreement") between Licensee and Crow Canyon to which these Support and Services Policies ("Policies") are attached. In addition, for purposes of these Policies, the following definitions shall apply:

1.1 Errors shall mean a reproducible failure of Licensed Product to operate in accordance with its standard Documentation, despite the proper installation and use of Licensed Product in a proper operating environment and on hardware and system software sufficient to meet Crow Canyon's then-current minimum requirements, which are subject to change as New Versions are released. User mistakes are not Errors within the meaning of these Policies. Errors may be due to problems in Licensed Product, the Documentation, or both.

1.2 Fix shall mean a patch, service pack or corrective update of Licensed Product that Crow Canyon may prepare in its discretion on an interim basis, prior to issuance of a New Version, to correct programming Errors that prevent or obstruct normal operation of Licensed Product in accordance with the applicable then-current Documentation.

1.3 New Products shall mean new products, programs, or modules developed by Crow Canyon that provide features, functions, or applications not included in the Licensed Product originally licensed by Licensee and for which additional license fees may apply as determined by Crow Canyon. A New Product may be usable with or in addition to the Licensed Product originally licensed by Licensee. New Products will be licensed to Licensee under the terms of Crow Canyon's then-current license agreement only after payment of applicable fees.

1.4 New Version shall mean an updated version of Licensed Product issued by Crow Canyon, which may include Fixes, together with such other modifications, updates, enhancements, and improvements to Licensed Product that Crow Canyon may, in its discretion, develop, and deem ready for distribution.

1.5 Support Services shall mean those support services described in Section 3.1 that will be provided hereunder with respect to Licensed Product during Licensee's Subscription Term.

1.6 Support Term shall mean the length of time Support Services are to be provided hereunder and for which Licensee has paid any applicable Support Services fees, including any initial Support Term and any renewal Support Terms.

1.7 Telephone and E-mail Support shall mean telephone and e-mail support services, available Monday through Friday, during Crow Canyon's normal business hours, exclusive of Crow Canyon's holidays, regarding Licensee's use of Licensed Product and any problems that Licensee experiences in using Licensed Product.

2. SUPPORT TERM; FEES.

For Support Services purchased concurrently with Licensee's license to Licensed Product, Licensee's initial Support Term will begin upon shipment of Licensed Product (or, in the case of Licensed Product made available for download electronically, upon Crow Canyon's provision of the necessary licensing information to enable Licensee to download Licensed Product) and terminate one (1) year thereafter, unless a different Support Term is specified in Crow Canyon's written acknowledgment of Licensee's order, or unless terminated earlier in accordance with the terms of these Policies or the Agreement. For Support Services for Licensed Product that are purchased after the Licensee's initial purchase of Licensed Product, Licensee's Support Term will begin upon the date of purchase of said Support Services and terminate one (1) year thereafter, unless a different Support Term is specified in Crow Canyon's written acknowledgment of Licensee's order, or unless terminated earlier in accordance with the terms of these Policies or the Agreement. Either party may terminate the provision of Support Services as of the end of the then-current Support Term by providing written notice to the other party prior to the end of the then-current Support Term that such party does not wish to renew the Support Term. If no notice of non-renewal is given by either party, then Crow Canyon will invoice Licensee for the applicable renewal fees for a subsequent Support Term. If Licensee pays the applicable renewal fees, then Licensee's Support Term will renew for the applicable renewal term stated on Crow Canyon's renewal invoice; otherwise, Licensee's Support Term will terminate at the end of Licensee's current paid-up Support Term. If Licensee's Support Term is so terminated due to non-payment, and then Crow Canyon subsequently reinstates Licensee's access to support, such reinstated access shall remain subject to the terms of these Policies. For the initial Support Term, Licensee shall pay the charges specified in Crow Canyon's initial invoice. For renewal Support Terms, Licensee shall pay Crow Canyon's then-current annual Support Services fees. Crow Canyon may supply new or modified Support and Services Policies or other terms and conditions to Licensee related to the provision of Support Services in a renewal term, in which event such new or modified Support and Services Policies or other terms and conditions will govern Crow Canyon's provision of Support Services in such renewal term.

3. SUPPORT SERVICES.

Crow Canyon, or an entity under contract with and authorized by Crow Canyon to provide Support Services, will provide Support Services for Licensed Product during the Support Term. The scope of Support Services shall be as follows:

3.1 Support. Support Services shall include: (a) E-mail Support; (b) access to an online support website, as maintained by Crow Canyon for customers maintaining a current support subscription; (c) Fixes, as developed and made generally available by Crow Canyon in its discretion to address Errors that Licensee is experiencing in using Licensed Product; and (d) New Versions, as developed and made generally available by Crow Canyon. Support Services do not include New Products. Crow Canyon determines,

in its sole discretion, what constitutes a New Product (for which additional license fees apply), and what improvements and enhancements to existing Licensed Product functionality are to be included in a New Version (and are therefore provided at no cost to customers with a current support subscription).

3.2 Customizations to Microsoft SharePoint and Office 365. To the extent that Licensed Product includes functionality that allows Licensee to customize Microsoft SharePoint and Office 365, Crow Canyon will support the Licensed Product but will not be responsible for supporting any such customizations of Microsoft SharePoint and Office 365.

4. LICENSEE RESPONSIBILITIES.

To receive Support Services, Licensee shall: (a) report Errors or suspected Errors for which Support Services are needed, and supply Crow Canyon with sufficient information and data to reproduce the Error; (b) procure, install, operate and maintain hardware, operating systems and other software that are compatible with the most current supported version of Licensed Product; (c) establish adequate operational back-up provisions in the event of malfunctions or Errors; (d) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Licensed Product; (e) maintain hardware and system software consistent with Crow Canyon's minimum requirements; and (f) timely install all Fixes supplied by Crow Canyon in the proper sequence. Licensee acknowledges that Fixes and New Versions may be made available electronically, and that, in some cases, Crow Canyon may maintain e-mail distribution lists that are used to notify customers of the availability of Fixes and New Versions and to provide other information to customers that are maintaining a current support subscription. Licensee shall be responsible for including the appropriate Licensee personnel on any such e-mail distribution lists of Crow Canyon so that Licensee receives such notifications and other information.

5. SUPPORT FOR PRIOR VERSIONS.

As set forth in Section 4 of these Policies, Licensee must timely install all Fixes to receive Support Services. In some cases, it may not be practical for certain customers to install a Fix or New Version immediately upon release. Therefore, Crow Canyon may, in its discretion, continue to provide Support for the prior version of Licensed Product for a period of time after release of a New Version. Licensee acknowledges that Fixes and other code maintenance may not be available for prior versions of Licensed Product after the release of a New Version.

6. PROFESSIONAL SERVICES

6.1 Fees and Expenses. In addition to providing Support Services during the Support Term, Crow Canyon will perform such other professional services (training, installation, consulting, project management, etc.) as may be specified in Crow Canyon's written acknowledgment of Licensee's order, or as may be subsequently agreed upon, in writing, by the parties; provided that Crow Canyon may, at its option, arrange for any such services to be performed by another entity on behalf of Crow Canyon. Licensee agrees to pay for such services at the rates and charges specified in Crow Canyon's written acknowledgment of Licensee's order, or, for work subsequently requested, at the rates agreed upon by Licensee and Crow Canyon for such subsequent work. Crow Canyon reserves the right to require a purchase order or equivalent documentation from Licensee prior to performing any services, or to require prepayment of certain services. Unless otherwise specified, all rates quoted are for services to be performed during Crow Canyon's normal business hours; additional charges may apply for evenings, weekends or holidays. Licensee shall also pay Crow Canyon for travel expenses (lodging, meals, transportation and other related expenses) incurred in the performance of services. All such additional charges will be due and payable concurrently with payment for services. Crow Canyon reserves the right to impose a minimum labor charge for each on- site visit. The rates and charges specified in Crow Canyon's acknowledgment of Licensee's order shall apply to those services originally ordered; however, Crow Canyon reserves the right to change service rates or other terms as a condition of entering into any subsequent service engagement. In the event that Licensee pays in advance for any services, all services must be scheduled and delivered within twelve (12) months of such payment, unless otherwise agreed in writing by Crow Canyon; any portion of any prepaid services amount that has not been used by Licensee toward services actually rendered within such twelve (12) month period shall be forfeited.

6.2 Facilities. Licensee acknowledges that certain services are intended to be performed by Crow Canyon off-site (e.g., through remote communication capabilities). If any portion of the work will be performed on Licensee's premises, Licensee agrees to provide appropriate access to utilities, work space and other on-site accommodations reasonably necessary to enable Crow Canyon to perform such work.

6.3 Confidentiality. Crow Canyon agrees to use commercially reasonable efforts to maintain the confidentiality of Licensee confidential information that is disclosed to Crow Canyon in connection with the performance of services, and to use such Licensee confidential information solely for purposes of performing services hereunder. Crow Canyon shall require its employees, agents and subcontractors performing work hereunder to do likewise. For purposes of this Section, "Licensee confidential information" shall mean any personnel data belonging to Licensee, or any other Licensee information or data labeled or identified as confidential at the time of disclosure, provided, however, that this definition and the obligations of this Section shall not extend to any information that: (a) is or becomes publicly known through no fault or negligence of Crow Canyon; (b) is or becomes lawfully available from a third party without restriction; (c) is independently developed by Crow Canyon; or (d) is disclosed without restriction by Licensee to any third party at any time.

7. OWNERSHIP OF MATERIALS.

Crow Canyon shall be the owner of all copyrights, patent rights and other intellectual property rights in any software code, documentation, reports or other deliverables (collectively, "Deliverables") created for or provided to Licensee pursuant to these Policies or any associated Statement of Work entered into by the parties. Provided that Licensee pays Crow Canyon all fees and expenses associated with the development and provision of such Deliverables, Licensee shall have a paid-up, royalty-free license to use such Deliverables for Licensee's internal use only, solely for the purpose for which such Deliverables

were provided. Nothing in this Agreement shall prevent Crow Canyon from providing any Deliverables to Crow Canyon's other customers or third parties. Notwithstanding the foregoing, Crow Canyon acknowledges and agrees that any Licensee confidential information (as defined in Section 6.3) that is incorporated into any Deliverable remains subject to the provisions of Section 6.3.

8. DISCLAIMER OF WARRANTIES. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES IN RELATION TO THE SUPPORT SERVICES OR OTHER PROFESSIONAL SERVICES THAT ARE THE SUBJECT MATTER OF THESE POLICIES, AND CROW CANYON EXPRESSLY DISCLAIMS ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE.

9. LIMITATION OF LIABILITY. CROW CANYON SHALL NOT BE LIABLE TO LICENSEE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THESE POLICIES OR CROW CANYON'S PROVISION OF SUPPORT SERVICES OR OTHER PROFESSIONAL SERVICES HEREUNDER, EVEN IF CROW CANYON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THESE POLICIES, LICENSEE SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY LICENSEE TO CROW CANYON HEREUNDER FOR THE APPLICABLE SUPPORT SERVICES OR OTHER PROFESSIONAL SERVICES ON WHICH THE CLAIM IS BASED (AND, IN THE CASE OF SUPPORT SERVICES, IN NO EVENT WILL THE LIABILITY OF CROW CANYON EXCEED THE TOTAL AMOUNT OF MONEY PAID BY LICENSEE TO CROW CANYON DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD WITH RESPECT TO THE PARTICULAR SUPPORT SERVICES ON WHICH THE CLAIM IS BASED.)

SUPPLEMENTAL TERMS & CONDITIONS

1. SUBSCRIPTION PERIOD, PRICE, and LEVEL

The Subscription period, price, and level will be specified on the signed purchase agreement.

2. CHANGES TO SUBSCRIPTIONS

2a. Move from Annual to Monthly

If Licensee is on an Annual Subscription, Licensee can move to a Monthly Subscription at the end of the Annual Subscription period. At that time, the Monthly Subscription will start and the respective pricing and payment terms will apply.

2b. Move from Monthly to Annual

If Licensee is on a Monthly Subscription, Licensor can move to an Annual Subscription at the end of the Monthly Subscription period. At that time, the Annual Subscription will start and the respective pricing and payment terms will apply.

2c. Upgrades

Licensee can upgrade a Subscription level at any time. The cost of the upgrade will be the Subscription price increase pro-rated to the end of the Subscription period. The pro-rated amount will be due at the time of upgrading.

2d. Downgrades

Licensee may downgrade license level only when the Subscription renews. There will be no refund or pro-rating for downgrades during the Subscription term.

2e. Ending a Subscription

Licensee can elect to not renew a Subscription at the end of a Subscription period by informing Crow Canyon in writing at least 30 days prior to end of the current Subscription period.

3. CHANGES TO PRICING

Crow Canyon retains the right to increase the Subscription price up to 5% per year, at its sole discretion, unless inflation, as measured by the Consumer Price Index (published by the US Bureau of Labor Statistics, www.bls.gov) exceeds 5% over the previous year. In that case, Crow Canyon reserves the right to increase the subscription in accordance with the CPI.

4. PAYMENTS TERMS

a. Payment for the full-term of a Subscription is due before Subscription starts.

b. Payment for the full-term of a Subscription renewal is due before Subscription renewal date.

c. Payments not received by the due date (the Subscription start or renewal date) are subject to the payment terms (late fees) defined in Page 2, Section 5. If payment is not received by 15 days after due date, the Subscription will be suspended and a reinstatement fee will apply to reactivate the Subscription.

d. For monthly subscriptions, payment needs to be made by credit card or ACH (bank transfer). Payments for monthly subscriptions (whether credit card or ACH) do not carry a service fee.

e. For annual subscriptions, payments can be made by check, credit card, or ACH (bank transfer). Payments made by credit card for annual subscriptions carry a 3.5% service fee. Payments by check or ACH do not carry a service fee.

f. No refunds will be issued once the subscription period has started.