ASSETWORKS USA, INC.

MASTER AGREEMENT

By using any of the products and services included in Attachments 1 – 5 listed below, provided by AssetWorks USA, Inc. (AssetWorks") located at https://recoupsoftware.com/recoup-msa/ (the **"Website"**) and providing your data to AssetWorks you, individually and on behalf of your employer (collectively, **"you", "your"** or **"Customer"**) agree to be bound by these Terms of Service (this **"Agreement"**). The Services are defined as Customer access to the Website and the information and applications received from AssetWorks through the Website (the "Services"). Should you object to anything contained in this Agreement, you must: (1) cease using the AssetWorks service immediately; (2) advise AssetWorks in writing of your specific objections; and (3) refrain from resuming use of the AssetWorks services unless and until your objections have been resolved to your satisfaction. Continued use of the AssetWorks service after your communication of any objections shall be considered your continued acceptance to be bound by this Agreement.

This Agreement, located at sets out the legally binding terms for Customer use of the Services and may be modified by AssetWorks from time to time in its sole discretion. Any modifications shall be effective upon posting by AssetWorks on the Website.

These terms shall apply to the products, software, and services under this Master Agreement, as applicable:

Attachment 1SaaS Terms

Attachment 2Professional Services Terms

Attachment 3Software License Terms

Attachment 4Software Maintenance Terms

Attachment 5Hardware Terms

Attachment 6 Case Study Authorization

1. Eligibility. The Services are solely for access and use by Authorized Users (as defined below). By using the Services, Customer represents and warrants that Customer (a) has the right, authority, and capacity to enter into this Agreement and (b) will abide by all terms and conditions of this Agreement. As you have agreed to become a paying Customer for the Services, Customer eligibility to use the Services shall be contingent on continued compliance with the terms of this Agreement.

2. Password. AssetWorks shall authorize individual employees of Customer as designated by Customer from time to time (each an **"Authorized User"**), who will have access to the Services. Customer must provide an email address and a password for each Authorized User. AssetWorks may change any password for any Authorized User at any time, with notice to Customer following such change. Each Authorized User must use his or her own email address and password and shall not disclose them. Customer shall immediately notify AssetWorks of any unauthorized disclosure. Customer is responsible for (a) each Authorized User's compliance with this Agreement and (b) any employee of Customer, any person to whom Customer has given access to the Services and any person who gains access to Customer's Services as a result of Customer's failure to use reasonable security precautions, even if such use was not authorized by Customer.

3. Term. This Agreement will remain in full force and effect while AssetWorks offers the Services and/or Customer is using the Services. Either party may terminate this Agreement for any reason, at any time. After this Agreement is terminated, the following provisions of this Agreement shall remain in effect: Sections 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, and any other Section that by its nature survives termination.

4. Fees, Payment & TAXES.

A. For recurring services AssetWorks shall invoice Customer in advance. All invoiced fees shall be due and payable within 30 days of the date of the invoice. All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset. The pricing on the **invoice** is based upon the **number of users**. In the event the number of licenses, assets or sites changes, the pricing is subject to change.

B.Any amounts not paid when due will be subject to interest accrued at 12% per annum compounded quarterly, which interest will be immediately due and payable from the due date for payment until the date of actual receipt of the amount in cleared funds by AssetWorks. Interest payments that are accrued during billing disputes will be credited back to the Customer if said dispute is found to be through no fault of the Customer.

C.Customer will be considered delinquent if payment in full is not received 45 days from the date of the invoice. AssetWorks reserves the right to suspend or terminate this Agreement and Customer access to the Service if the Customer account becomes delinquent and is not cured within 10 days. Customer will continue to be charged and hereby agrees to pay for Service during any period of suspension. Customer's failure to pay any invoice after this 10-day period shall constitute a material default hereunder and shall entitle AssetWorks to exercise any and all rights and remedies provided herein or at law including a suspension of Services under the Agreement. If Customer or AssetWorks initiate termination under any provision of the Agreement other than under Section 4, Customer will be obligated to pay the balance due for the remainder of the term for its account. Customer agrees that it shall be billed for such unpaid fees. In the event of a dispute between the Parties that does not result in a termination of the Agreement, Customer agrees to make all payments due under the Agreement pending the resolution of the dispute.

D. Credit Card Transaction Information. Credit card transactions are facilitated using HubSpot. The transaction is subject to HubSpot terms and conditions available at https://legal.hubspot.com/checkout-termsofuse and https://legal.hubspot.com/privacy-policy. By using HubSpot for credit card payments herein, Customer agrees to be bound by the terms enumerated at HubSpot's links provided, and as updated. As of May 1, 2024, HubSpot fees are charged to Customers on a per transaction basis. Currently, Credit/Debit cards are charged 2.9% of the transaction amount per transaction; ACH is charged 0.5% per transaction amount, capped at $10.00 US per transaction. NOTE the following:

1. HubSpot transaction fees are separate from and in addition to the prices quoted for AssetWorks SaaS, Professional Services, Software Licenses, and Software Maintenance. HubSpot transaction fees always apply to credit card payment transactions, even if they do not appear as a separate line item in AssetWorks' quotes or pricing.
2. In all instances HubSpot fees are non-refundable. Non-refundability of HubSpot remains in effect regardless of customer cancellation or requests for refunds.
3. Subscription services auto-renew unless a written cancellation notice is sent to arawusa@assetworks.com at least sixty (60) days prior to expiration of the current term. All auto-renewals are subject to HubSpot fees.

E.Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay AssetWorks in full for Services provided to Customer under this Agreement within 30 days of the invoice date.

F. TAXES:

1. In no event whatsoever shall AssetWorks be liable for sales, use, business, gross receipts, or any other tax that may be levied by any State or Federal Government entity against a contractor to such governmental entity other than taxes upon income earned by AssetWorks for the goods and/or services provided pursuant this Agreement. This exclusion of tax liability is also applicable to any goods and/or services that may be provided by AssetWorks under any later Order Form or amendment hereto regardless of changes in legislation or policy.
2. In the event a taxing authority conducts an audit of this Agreement and determines that an additional tax should have been imposed on the Services or Deliverables provided by AssetWorks to Customer (other than those taxes levied on AssetWorks income), Customer shall reimburse AssetWorks for any such additional tax, including interest and penalties thereon. Similarly, if a taxing authority determines that a refund of tax is due as it relates to the Services or Deliverables provided by AssetWorks to Customer (except those taxes relating to AssetWorks income), AssetWorks shall reimburse Customer such refund, including any interest paid thereon by the taxing authority.

G.OUTDATED SOFTWARE AND CUSTOMER USAGE ERROR: Outdated Software is defined as a software version that does not include or has not incorporated the last two (2) deviation corrections, updates, revisions, or versions provided to Customer by AssetWorks. For example, the terms of this Section 1.F shall apply when deviation corrections, updates, revisions, or versions are not installed because: (i) AssetWorks cannot access the software;

or (ii) Customer will not allow AssetWorks access to the software; or (iii) Customer has not self-installed the deviation corrections, updates, revisions, or versions of the software. The terms in this Section 1.F shall apply to all Service Level Agreements attached to the software and services provided under this Agreement. Customer shall be responsible for payment of all support services rendered, requested, or required, at AssetWorks then-current hourly rate for Professional Service, due to Outdated Software or configuration changes to the software performed by any party other than AssetWorks. In such circumstances, charges shall include the hours of Professional Services needed to investigate, confirm, and resolve the Customer's reported issue(s).

5. Availability of and Access to Services. AssetWorks will attempt to provide continuous availability and access to Services. In the event that AssetWorks is unable to provide access for reasons beyond our control, AssetWorks will communicate the reasons for the outage and expected duration of the outage to the Customer. These outages may be due to third parties, including but not limited tom Amazon AWS or other required third-party service providers. Also, AssetWorks will employ commercially reasonable attempts to backup all Customer data. However, in the event of recovery from disaster, Customer may be required to reconfigure the Service, so the Services resumes the previous performance levels used prior to the outage. AssetWorks is hosted by a third-party hosting service provider. AssetWorks and its third party service providers have implemented and maintain commercially reasonable technical and organizational security measures designed to meet the following objectives: (a) ensure the security and confidentiality of Customer data; (b) protect against anticipated threats or hazards to the security or integrity of Customer data; (c) protect against unauthorized access to or use of Customer data; (d) encrypt Customer's Content and data during transmission by AssetWorks and its third party service providers and when being uploaded by Customer for use in connection with the Services using an https connection; and (e) ensure that AssetWorks' return or disposal of Customer data is performed in a manner consistent with the foregoing. AssetWorks does not guarantee unauthorized access to Customer data will be prevented. Customer acknowledges there are risks inherent in Internet connectivity that could result in the loss of Customer's privacy, confidential information, and property.

6. Proprietary Rights in Content of AssetWorks. The Services contain copyrighted material, trademarks, patents, trade secrets, and other proprietary information (**"Intellectual Property"**) of AssetWorks and its suppliers and licensors. AssetWorks and its suppliers and licensors own and retain all proprietary rights in the Services, including all Tools. **"Tools"** include functionality provided through the Services that support adding, removing, and editing room and receiver configurations, including any improvements, modifications, or derivative works to any of the foregoing. Customer shall not copy, modify, publish, transmit, distribute, perform, display, or otherwise use any Intellectual Property and the provision of such Intellectual Property to Customer through the Services does not transfer to Customer or any third party any right, title or interest in or to such Intellectual Property including, without limitation, any Intellectual Property rights in any content and material included therein. Customer shall not: distribute, sub-license, translate, reverse-engineer, decompile, or disassemble the Services or Intellectual Property or the source code thereof, or attempt to derive the source code thereof in any other way, save and only to the extent any foregoing restriction is prohibited by applicable law; modify the Services or Intellectual Property or merge all, or any part, of the Services or Intellectual Property or the source code thereof into another program; or remove, modify or alter any AssetWorks' Intellectual Property from any part of the Services or Intellectual Property or the source code thereof.

7. Confidentiality & Non-Disclosure & Intellectual Property.

A.Confidentiality

1. Because either Party may have access to information of the other Party that the other Party considers to be confidential or proprietary ("Confidential Information"), each Party will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this Agreement and any applicable Statement of Work. Nothing herein will be deemed to restrict a Party from disclosing Confidential Information to its employees and subcontractors in the discharge of such obligations. The Parties agree that AssetWork's SOC2 reports may be provided under this Agreement and shall not be disclosed to any other party without the express written consent of AssetWorks.
2. Confidential Information will not include information that (i) is, or becomes, generally known or available through no fault of the, recipient; (ii) is known to the recipient at the time of its receipt from the disclosing Party; (iii) the disclosing Party provides to a third party without restrictions on disclosure; (iv) is subsequently and rightfully provided to the recipient by a third party without restriction on disclosure; (v) is independently developed by the recipient, without reference to the disclosing Party's Confidential Information; or (vi) is required to be disclosed pursuant to a governmental agency or court subpoena, provided the recipient promptly notifies the disclosing Party of such subpoena to allow it reasonable time to seek a protective order or other appropriate relief.
3. Because of the unique nature of the Confidential Information, each Party agrees that the disclosing Party may suffer irreparable harm in the event the recipient fails to comply with its obligations under this Section 7, and that monetary damages may be inadequate to compensate the disclosing Party for such breach. Accordingly, the recipient agrees that the disclosing Party may, in addition to any other remedies available to it, be entitled to injunctive relief.

B.Non-Disclosure

1. Subject to the other paragraphs in this Section, Customer agrees that the Software shall be held in confidence by Customer and shall not be disclosed to others without the prior written consent of AssetWorks, which may be withheld by AssetWorks in its sole discretion.
2. AssetWorks provides documentation for the Software electronically. The Customer may copy, in whole or in part, any such documentation relative to the Software for Customer's internal use consistent with this Agreement.
3. Customer's records with regard to use of the Software shall be made available to AssetWorks at all reasonable times at AssetWorks' request to audit Customer's compliance with this Agreement, and Customer shall certify to the truth and accuracy of such records.

- **Intellectual Property**
    1. Customer and AssetWorks shall each retain ownership of, and all right, title, and interest in and to, their respective pre-existing Intellectual Property.
    2. The Services performed, code developed, and any Intellectual Property produced pursuant to this Agreement are not "works for hire."

3. As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, copyright, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Statement of Work or Deliverable whether or not first created or developed by AssetWorks in providing the Services.
4. Notwithstanding any order of precedence language, or other conflicting terms and conditions contained in any document considered to be part of this Agreement, regardless of incorporation method, including, but not limited to, (i) click-through process, (ii) attaching a copy hereto, (iii) reference, or (iv) similar processes are for Customer's internal purposes only and any provisions contained therein shall have no effect whatsoever upon this Agreement. For clarity, execution of a Customer Purchase Order shall be considered an acknowledgement of receipt of said Customer Purchase Order and shall not be deemed to satisfy the terms of Section 16 H of this Agreement.
5. The terms of this Section 7. Intellectual Property shall take precedence over any/all conflicting terms and conditions located elsewhere, and any conflicting terms are specifically objected to and rejected by AssetWorks.

8. Customer Information Provided to AssetWorks. AssetWorks will not publicly disclose any Customer-specific information but may disclose aggregated and de-identified Customer information related to the Services for promotional purposes, such as summary and high-level outcomes of the Services. Customer agrees that AssetWorks may copy, use and modify any Customer information provided to AssetWorks, including all Customer's suggestions related to the Services (collectively, "Content") for the sole purposes of providing the Services and to improve the quality of AssetWorks products and services. For clarity, Customer hereby agrees that AssetWorks shall have an unlimited, royalty-free, worldwide, and perpetual license to use, copy, distribute, practice and make derivatives works of, including but not limited to, copyrights, trademarks, trade secrets and patents. By providing Content to AssetWorks, Customer represents and warrants that Customer has the right to provide such Content to AssetWorks and such Content does not infringe, misappropriate, violate or contravene any laws, regulations or third-party rights (including, without limitation, any rights in Intellectual Property).

9. Use of Services. Customer must use the Services in a manner consistent with any and all applicable laws and regulations. AssetWorks and its suppliers use reasonable efforts to protect the confidentiality of Customer Content. AssetWorks cannot guarantee that unauthorized third parties will never be able to defeat those measures to access content for improper purposes. AssetWorks does not guarantee unauthorized access to Customer data will be prevented. Customer acknowledges there are risks inherent in Internet connectivity that could result in the loss of Customer's privacy, confidential information, and property. Customer acknowledges that Customer is under no obligation to provide Customer's confidential information in order to use the Service.

10. Warranty Disclaimer. Except as expressly set forth herein, AssetWorks disclaims all warranties relating to the services or deliverables provided hereunder, including but not limited to any warranty of fitness for a particular purpose or merchantability.

11. Limitation of Liability. AssetWorks shall have no liability to Customer under this Agreement, it being acknowledged and agreed that AssetWorks' provision of the Services is provided solely for the convenience of Customer. If the foregoing limitation of liability is found to be unenforceable, AssetWorks' liability to Customer for any cause of action arising from its use of the Services or under this Agreement, and regardless of the form of the action, will at all times be limited to the greater of (1) any amount paid by Customer to AssetWorks for the Services during the twelve (12) months preceding such cause of action; and (2) Fifty U.S. Dollars (US$50). Notwithstanding anything to the contrary contained herein, this Agreement shall not limit or exclude either party's liability for gross negligence or intentional misconduct of a party or its agents or employees, or for death or personal injury. The parties agree that the limitations on and exclusions of liability in this Agreement were freely negotiated and are an integral part of the bargain, in that the Services would not have been available for the same price and under the same terms and conditions had such limitations on and exclusions of liability not been included in this Agreement.

12. U.S. Export Controls. Any software provided by AssetWorks through the Services (the "Software") and the Services themselves are subject to United States export controls. Neither the Services nor any Software downloaded from the Services may be exported or re-exported (i) into the territory of (or to a national or resident of) Cuba, North Korea, Iran, Syria, Sudan, or any other Country to which the U.S. has embargoed goods or services; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By accessing the Services or downloading or using the Software, Customer represents and warrants that Customer and any of its Authorized Users are not located in, under the control of, or a national or resident of any such country or on any such list.

13. ACCEPTANCE & CHANGE ORDER MANAGEMENT PLAN (C.O.M.P.).

- Within five (5) business days of receipt of the notice of delivery from AssetWorks, Customer will inspect the products or services to ensure conformity with the agreed ordering document [Quote, SOW, or its equivalent]. Acceptance shall be presumed unless within five (5) business days of receipt of the notice of delivery Customer provides written notice to AssetWorks outlining the specific reason(s) why the product or service does not comply with the SOW. AssetWorks will have three (3) business days to respond to such notice. Customer and AssetWorks shall continue to communicate in good faith to resolve the issue. Should the acceptance and payment be withheld by Customer for more than thirty (30) days from the date AssetWorks received the Customer's initial written notice, AssetWorks reserves the right to: (1) grant the Customer additional time to resolve the issue; (2) suspend the Customer's access to the product or service at issue; and/or (3) terminate the Agreement.

- This Agreement may be amended or supplemented only by the mutual written consent of the Parties' authorized representative(s).

C.Any change to any Quote, SOW or its equivalent shall only be done as follows:

I. Customer must send a change order request via E-mail to a designated point of contact at AssetWorks with sufficient details to identify and describe:

1.The nature of the requested change(s).

2.The reason(s) for the requested change(s).

3.The potential impact to the project (if known), including, but not limited to:

i.Implementation and Completion Schedule

ii.Scope

iii. Pricing

iv. Payment Schedule

II.AssetWorks will:

1.Evaluate the change order request.

2.Communicate to Customer about the required change(s) to the relevant products and services.

3.Communicate to Customer the estimated additional payments/increased fees associated with the requested change(s).

4.Provide Customer with a written **C**hange **O**rder **Q**uote ("COQ") summarizing the information from 2. and 3. above for Customer to review and approve.

III.Customer will review, execute, and return the COQ to AssetWorks.

IV.AssetWorks will review, execute, and return a fully executed copy of the COQ to Customer.

V.The COQ must be signed by a representative from both Customer and AssetWorks possessing the authority to enter a legally enforceable agreement on behalf of the party they represent.

VI.In the event of a conflict between the executed COQ and the previous Quote (or its equivalent), the terms of the mutually executed COQ shall control.

VII. The COQ shall not contain any legal terms or conditions; it shall only contain terms or conditions relevant to the products/services provided by AssetWorks, including, but not limited to: price, payment, quantity, functionality, or time to complete delivery/implementation. Any legal terms or conditions contained in any COQ which conflict with this Agreement shall be null and void, having no legal effect.

VIII.Upon receiving the mutually executed COQ, AssetWorks shall stop work on any milestones in-progress which are affected by the COQ, close out any such milestones, and invoice Customer for the work performed on the closed-out milestone(s).

IX.Upon receiving full payment of the invoice(s) for the closed-out milestone(s), AssetWorks shall commence implementation of the requested change(s).

14. Dispute Resolution. This Agreement shall be governed by the laws of the State of Delaware without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. Customer agrees to submit to the exclusive personal jurisdiction of, and agree that venue is proper in, the state and federal courts located in Delaware in such legal action or proceeding. Notwithstanding the foregoing, AssetWorks may seek injunctive or other equitable relief to protect its Intellectual Property rights in any court of competent jurisdiction.

15. Electronic communications. The communications between Customer and AssetWorks use electronic means, whether Customer visits the Website or sends an email to AssetWorks, or whether AssetWorks posts notices on the Services or communicates with Customer via email. For contractual purposes, Customer (a) consents to receive communications from AssetWorks in an electronic form; and (b) agrees that all terms and conditions, agreements, notices, disclosures, and other communications that AssetWorks provides electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect Customer non-waivable rights.

16. Indemnification.

- AssetWorks will indemnify and defend Customer against any claim, action, suit, or proceeding brought by a third party ("Claim") to the extent Customer's use of the Software within the scope of this Agreement directly infringes a United States patent or copyright issued to or held by a third party, or misappropriates a trade secret of such third party; provided, Customer notifies AssetWorks promptly in writing of such Claim and provides AssetWorks with the sole control, authority, information and assistance necessary to defend or settle such Claim.

- In the event of an infringement Claim, or AssetWorks believes that such a Claim is likely, then AssetWorks shall at its expense: (i) procure the right for Customer to continue using the Software; (ii) replace or modify the Software so that it becomes non-infringing, without materially decreasing the functionality of the Software; or (iii) if neither (i) or (ii) is commercially practical, then, at AssetWorks' sole option, terminate this Agreement and refund depreciated license fees paid hereunder based on five year straight line depreciation.

- AssetWorks will not be liable for any infringement Claim based upon any (i) use of a version of the Software that was not, at the time that the Claim arose, the current unaltered version of the Software provided by AssetWorks hereunder, including, without limitation, failure of Customer to install Updates containing modifications to make the Software non-infringing; (ii) combination, operation, integration, or interfacing of the Software with other products, equipment, devices, software, systems, or data not supplied by AssetWorks, or which the Software was not intended to operate as specified in the Documentation, to the extent such Claim would not have arisen but for such combination, operation, integration, or interfacing (regardless of whether or not AssetWorks has advised Customer that such use would likely result in a Claim of infringement by a third party); (iii) use of the Software in a manner other than as authorized by the Documentation or this Agreement; (iv) AssetWorks' compliance with the designs, plans, or specifications furnished by or on behalf of Customer; (v) modifications to the Software made by anyone other than AssetWorks; or (vi) Customer's failure to accept any procured right to continue using the Software.

THE FOREGOING STATES ASSETWORKS' SOLE AND EXCLUSIVE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS OF ANY THIRD PARTY.

- Customer shall defend and indemnify AssetWorks from and against any and all Claims, liabilities, damages, costs, and expenses, including reasonable legal fees, arising from or related to Customer's negligence and/or Customer's violation of paragraph c. above, and Section 7.

17. Other.

A.ENTIRE AGREEMENT.

1. The Agreement and any schedules and exhibits thereto contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous proposals, discussions, agreements, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof or the Services to be provided hereunder.
2. **This Agreement may be updated or amended by AssetWorks at any time, with or without notice to Customer. Updated or amended Agreement terms are incorporated herein by this reference. Customer is advised and acknowledges Customer's responsibility to monitor any updates or amendments to the terms of this Agreement by accessing the Agreement located at the following link, https://recoupsoftware.com/recoup-msa/.**
3. **Customer acknowledges the foregoing link is also provided in AssetWorks Quotes, SOWs or Order Forms. Customer's c**ontinued use of any of the products or services offered by AssetWorks that are purchased and subsequently used by Customer shall constitute of acceptance of the terms and conditions set forth in this Agreement **and the updated or amended Agreement terms located at https://recoupsoftware.com/recoup-msa/.**

4. It is understood and agreed between the Parties that terms and conditions, if any, included in Customer's purchase order or similar document, regardless of inclusion methods including, but not limited to, (i) click-through process, (ii) attaching a copy hereto, (iii) reference, or (iv) similar processes, are for Customer's internal purposes only and any provisions contained therein shall have no effect whatsoever upon this Agreement. For clarity, execution of a Customer Purchase Order shall be considered an acknowledgement of receipt of said Customer Purchase Order and shall not be deemed to satisfy the terms of Section 16H of this Agreement.

- Customer may not assign all or any part of its rights or obligations hereunder without the consent of AssetWorks. Notwithstanding any other provisions herein, no party will be deemed as a third-party beneficiary to this Agreement.
- If any provision of this Agreement is found to be invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives to the greatest extent possible under any applicable law and the remaining provisions will continue in full force and effect.
- The failure of AssetWorks to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision.
- Nonperformance by either party shall be excused to the extent that performance is rendered impossible by strike, acts of God, natural disaster, Internet outages, computer viruses, governmental acts or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the nonperforming party.
- The section titles in this Agreement are for convenience only and have no legal or contractual effect. Customer is responsible for all taxes, other than taxes levied on AssetWorks' income.
- Services fees do not include any applicable taxes. If AssetWorks is required to pay any sales, use, goods & services, value added, or other taxes in relation to Customer purchase, those taxes will be billed to and paid by Customer.
- The Agreement may be amended or supplemented only by the mutual written consent of the Parties' authorized representative(s).
- The relationship of the Parties shall at all times be one of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties.
- By acceptance of this Agreement, each of the Parties acknowledges and agrees that it has had an opportunity to consult with legal counsel and that it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by the Agreement, the provisions of any federal, state, or local law, regulation, or ordinance notwithstanding.
- Neither Party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the Party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third-parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, epidemics, pandemics, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"), however, nothing in this section shall relieve Customer of the obligation to make payments for any products or services provided by AssetWorks. Any delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither Party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.
- The Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of the Agreement.
- Within five (5) business days of receipt of the notice of delivery from AssetWorks, Customer will inspect the products or services to ensure conformity with the agreed SOW. Acceptance shall be presumed unless Customer provides written notice outlining the specific reason(s) why the product or service does not comply with the SOW. AssetWorks will have three (3) business days to respond to such notice. Customer and AssetWorks shall continue to communicate in good faith to resolve the issue.

18. Copyright/Trademark Information. All Intellectual Property owned by AssetWorks shall remain the exclusive property of AssetWorks. Customer agrees that AssetWorks will retain sole ownership of all Intellectual Property even if enhancements suggested or requested by Customer become incorporated into the Services. Customer is not permitted to use AssetWorks' Intellectual Property without our prior written consent or as expressly provided in this Agreement.

19. Publicity. Customer grants AssetWorks the right to identify Customer as an AssetWorks user in Services and promotional material. At any point in time, Customer can submit a written request via email to support@goAssetWorks.com to remove Customer name from future material(s).

Attachment 1 – Software as a Service ("SaaS") Terms

Software as a Service, Maintenance, and Services. Subject to the terms and conditions of this Agreement and the payment of fees hereunder, AssetWorks will provide Customer with the following:

- **Software as a Service**. AssetWorks will provide Customer with access, through a website or designated IP address, to its proprietary software identified on Order Form which is maintained by AssetWorks in a hosted environment at a third-party data center ("SaaS"). SaaS services shall commence immediately upon the Effective Date. The term shall automatically renew each year thereafter for an additional 12-month period unless terminated.

- **Maintenance**
  - AssetWorks will provide service for subscription products as follows: (i) support during normal business hours (8:00 a.m. to 6:00 p.m. ET, Monday through Friday, excluding legal holidays) relating to the operation of the Software and use of the SaaS and (ii) Updates to the Software as they are developed and made generally available (“SaaS Support”). Requests for SaaS Support may be submitted to AssetWorks by Customer via email at: awsupport@assetworks.com (or through other methods provided by AssetWorks). “Update” means the latest updates, modifications, and enhancements to the Software, including corrections of errors, which relate to the operating performance of the Software.
  - SaaS Support does not include: (a) custom programming services; (b) on-site support, including installation of hardware or software; (c) support of any software other than the Software accessed as part of the SaaS; (d) training; (e) expenses for third party products including, but not limited to, hardware and related supplies; (f) support of Customer’s computer system, software, or hardware (e.g., computer equipment, servers, printers etc.) or third party software or hardware, including problems which arise therefrom; or (g) new versions of the software which are not Updates.. For clarity, AssetWorks is not responsible for errors or defects of Customer or third-party software or hardware.
  - SaaS Services. AssetWorks will provide Customer with services including, but not limited to, data conversion, system configuration, training, consultation, custom reporting and other related services selected by Customer and identified in the Order Form referencing this Agreement (“Services”).

- **Rights and Permitted Use**.

- Subscription. Subject to the terms and conditions of this Agreement, AssetWorks grants to Customer a non-exclusive and non-transferable subscription for Authorized Users to access and use the SaaS and Documentation for Customer’s internal business operations within one (1) business entity. “Authorized Users” mean Customer’s employees or independent contractors working within their job responsibilities or engagement by Customer or other end user for which AssetWorks has granted Customer the right to use the SaaS. “Documentation” means documentation in the form of instructions and manuals provided by AssetWorks, including electronically via a link within the SaaS, that describes the function and use of the SaaS.
- Restrictions. Customer will not: (i) directly or indirectly decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or underlying structure, ideas, know-how or algorithms relevant to the SaaS, Software, Documentation, or any data related to the SaaS; (ii) copy, modify, enhance, translate, change the data structures for or create derivative works from, the SaaS; (iii) rent, lease, sell, or otherwise provide access to the SaaS to any third party or to anyone other than Customer’s Authorized Users; (iv) interfere with or disrupt the integrity or performance of the SaaS or third party data contained therein; (v) attempt to gain unauthorized access to the SaaS or its related systems or networks; (vi) remove any proprietary notices or labels; or (vii) permit use of the SaaS by more than one (1) business entity, unless otherwise approved by AssetWorks in writing.
- Ownership. AssetWorks owns all intellectual property rights in and to: (i) the Software, including all Updates; (ii) the SaaS; (iii) any Documentation or data related to the Software or the SaaS; and (iv) any software, applications, inventions, or other technology provided or developed in connection with the Software or the SaaS. For clarity, Customer obtains no interest in the Software, SaaS, or Documentation except as expressly provided in this Agreement.
- Customer Data. Customer shall retain all right, title, and interest in and to the data entered or submitted by Customer by means of the SaaS (“Customer Data”). Customer grants to AssetWorks a royalty-free, non-exclusive, non-transferable license for the term of this Agreement to use Customer Data to the extent necessary to provide the SaaS. Notwithstanding anything to the contrary, AssetWorks shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the SaaS and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and AssetWorks will be free (during and after the term hereof) to: (i) use such information and data to improve and enhance the SaaS and for other development, diagnostic and corrective purposes in connection with the SaaS and other AssetWorks offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

1. **Test Environment** During the term of this Agreement, AssetWorks will maintain a test environment in addition to the production environment. New Software releases or patches are first introduced to the test environment, and it is Customer’s responsibility to perform testing and report any errors within ten (10) days. If Customer does not report any errors within ten (10) days, the new Software release or patch will then be discharged in the production environment. AssetWorks may use the test environment to trouble shoot or configure and test new functionalities or reports. If Customer requests for AssetWorks to synchronize data between the test and production environments, additional fees will apply.

1. **Ownership Of Data.** Customer shall not obtain any ownership rights, title or interest in the software, hardware or systems developed or employed by AssetWorks in providing Services under the Agreement. AssetWorks shall not obtain any ownership rights, title, or interest to Customer’s data files. Upon expiration or termination of the Agreement for any reason, AssetWorks agrees to provide Customer with a copy of Customer’s data files, as they exist at the date of expiration or termination. Data will be delivered in one of the following formats: ASCII comma, separated value (CSV Format) with binary images TIFF, JPG, PDF. Customer requests for data to be provided in any other format are subject to approval by AssetWorks and may require an additional fee.

6.Service Availability.

- The SaaS includes a target scheduled availability of ninety-nine percent (99%) (exclusive of scheduled maintenance or any downtime attributable to Customer or third parties, or for which AssetWorks is not responsible including, but not limited to interruptions and delays inherent in internet communications).

- AssetWorks will use commercially reasonable efforts to ensure that the web pages generated with the SaaS will be served (i.e., delivered from AssetWorks' internal network or that of its internet service provider) promptly regardless of the level of traffic to AssetWorks' servers, subject to outages, communication and data flow failures, interruptions and delays inherent in internet communications. Customer acknowledges that problems with the internet, equipment, software and network failures, impairments or congestion, or the configuration of Customer's computer systems, may prevent, interrupt or delay Customer's access to the SaaS or data stored within the SaaS. AssetWorks is not liable for any delays, interruptions, suspensions, or unavailability of the SaaS or the data stored within the SaaS beyond AssetWorks' control, attributable to problems with the internet or the configuration of Customer's computer systems.

7. Data.

- Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. Customer will not send or store infringing, obscene, threatening, libelous or otherwise unlawful or tortious material, including material that violates third party privacy or intellectual property rights, includes malicious code, or that will interfere with the integrity of the SaaS.

- Each party agrees that, in the performance of its respective obligations under this Agreement, it shall comply with the provisions of applicable data protection laws to the extent it applies to each of them. Accordingly, AssetWorks agrees that it shall: only process Customer's personal data in order to provide the SaaS or in accordance with any lawful instructions reasonably given by Customer from time to time; (ii) implement appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing and accidental destruction or loss; and (iii) as soon as reasonably practicable, refer to Customer any requests, notices, or other communication from data subjects, data protection or other law enforcement authority, for Customer to resolve.

- AssetWorks shall notify Customer as soon as reasonably possible upon discovery of any data security incident impacting Customer Data. AssetWorks shall not be responsible for any loss or damage to Customer Data to the extent that such loss or damage was caused by Customer or a third party.

8.Representations And Warranties.

- General Warranty. Each party represents and warrants: (i) it has the full power and authority to enter into this Agreement; (ii) its execution and performance of this Agreement have been duly authorized by all necessary corporate action on behalf of such party; and (iii) the person signing this Agreement on behalf of such party has the full authority to do so.

- Limited Warranty. AssetWorks warrants the SaaS will conform in all material respects to the Documentation. The conditions and warranties set forth in this Agreement will not apply if: (i) the SaaS is not used in accordance with AssetWorks' instructions, the Documentation, or the terms of this Agreement; (ii) the SaaS is used in combination with other software, data or products that are incompatible with the SaaS; (iii) the SaaS has been altered, modified, or converted by anyone other than AssetWorks; or (iv) non-conformance is caused by (a) a defect or malfunction in the operating system, database server, web server, network, or other hardware or software in Customer's computer system used to access the SaaS or (b) Customer's negligence or willful misconduct. Customer's exclusive remedy, and AssetWorks' sole liability, for breach of this warranty shall be for AssetWorks to use commercially reasonable efforts to correct errors affecting conformance, provided that Customer has given written notice of non-conformance to AssetWorks within ninety (90) days of discovery of the error. AssetWorks shall, to the extent reasonably possible and permissible, pass-through or assign to Customer all available warranties it receives from a third-party provider for third party products or services provided by AssetWorks to Customer under this Agreement.

- Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE, SAAS, MAINTENANCE, SERVICES, DOCUMENTATION, AND THIRD PARTY PRODUCTS AND SERVICES, IF ANY AND AS APPLICABLE, ARE PROVIDED "AS IS", AND ASSETWORKS DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT THE SOFTWARE, SAAS, MAINTENANCE, SERVICES, DOCUMENTATION, AND THIRD PARTY PRODUCTS OR SERVICES, IF ANY AND AS APPLICABLE, WILL MEET ALL OF CUSTOMER'S REQUIREMENTS.

- Customer Responsibilities. Customer represents that it is fully responsibility for: (a) the content of any Customer Data; (b) selection and implementation of controls, including settings and policies, regarding access rights and use of the Software by Customer and its Authorized Users; and (c) Customer's computer system, software, and hardware (e.g., computer equipment, servers, printers etc.). AssetWorks assumes no responsibility for the correctness or performance of, or any resulting incompatibilities with, current or future releases of the Software if Customer has made changes to the system hardware/software configuration or modifications to any supplied source code which changes affect the performance of the Software or SaaS and were made without prior notification and written approval by AssetWorks. AssetWorks assumes no responsibility for the operation or performance of any Customer or third-party application. The products/services provided may integrate with other third-party software which are not owned, controlled, or provided by AssetWorks (*ex., Microsoft*). Customers are responsible for obtaining all necessary licenses for any software Customer uses in conjunction with any AssetWorks product/service which have not been provided to Customer by AssetWorks.

Attachment 2 – Professional Services Terms

- **Services / Statement of Work**.

A.AssetWorks will perform the professional services (“Services”) described in the Statement of Work (“Statement of Work”). The terms of this Attachment 3 shall control any additional or future Statements of Work that may be executed by the Parties during the Term of the Agreement. No Statement of Work shall be of any force and effect unless and until executed by both AssetWorks and Customer.

B.Changes to Services/Statement of Work shall require AssetWorks’ approval and all modifications to costs and schedule shall only be valid if included in a written Change Order signed by both Parties.

2.Price And Payment Term

A.Each Statement of Work will either be on a time and material basis or a fixed price basis, specified in the Statement of Work. The Statement of Work will include a definitive list of “Deliverables” that must be completed by AssetWorks. In some instances, the Statement of Work will include a date by which “Deliverables” must be completed.

B.In the event that Services result in greater AssetWorks duties than contemplated by the Statement of Work, Customer will work closely and in good faith with AssetWorks to modify the Statement of Work to ensure that the Customer’s requirements are addressed, and AssetWorks’ fees shall be adjusted to reflect increased Customer requirements.

C.Unless specifically addressed in the Statement of Work, all travel and expenses incurred will be extra and billed at the time of incurrence.

D.Invoiced amounts are due and payable 30 days from the date of the invoice. The preferred means of payment is electronic funds transfer (EFT). EFT payments can be accomplished as either a Funds Transfer (Fed Wire) or Direct Deposit (ACH). All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset.

E.For Professional Services, invoices shall be sent either monthly as rendered or upon completion of milestones (as defined in the SOW included in the Order Form) and include charges defined in the Order Form unless otherwise specifically stated in the Order Form.

F.Services may be invoiced upon completion of Milestones as set forth in the SOW or Order Form. Notwithstanding the invoicing described in the SOW or Order Form, AssetWorks in its sole discretion may invoice monthly for Services as the Services are provided. Hardware is invoiced upon shipment. The pricing on the Order Form is based upon the quantities listed at the time of purchase.

G.Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay AssetWorks in full for Services provided to Customer under this Agreement within 30 days of the invoice date.

H.Custom modules, interfaces and other software can be placed under the AssetWorks Software Maintenance program.

I.AssetWorks reserves the right to apply a late payment charge of 1.5 % per month, or the maximum rate permitted by law if lower, to amounts outstanding more than 30 days after the date of the invoice and AssetWorks retains the right, in AssetWorks’ sole discretion and in addition to its other rights and remedies, to cease further performance of the Statement of Work.

J.Bill to Address. The invoice will be mailed to the Customer address on the Order Form unless otherwise indicated in the Statement of Work.

3.Resources To Be Provided By Customer

A.Customer shall provide, maintain, and make available to AssetWorks, at Customer's expense and in a timely manner, the resources described in this Section 3, the Statement of Work, and such other additional resources as AssetWorks may from time-to-time reasonably request in connection with AssetWorks performance of the Services. Delays in the provision of these resources may result in delays in the performance of the Services, or an increase in the Price.

B.Customer will designate qualified Customer personnel or representatives to consult with AssetWorks on a regular basis in connection with the Services. Customer will furnish such documentation and other information as is reasonably necessary to perform the Services.

C.Customer shall furnish access to Customer's premises, and appropriate workspace for any AssetWorks personnel working at Customer's premises, as necessary for performance of those portions of the Services to be performed at Customer's premises.

D. Customer shall meet all assumptions noted In the Statement of Work.

1. **Subcontractors**

AssetWorks may engage subcontractors to assist in performing Services without the prior written consent of Customer; provided, AssetWorks shall supervise such sub-contractors and the Services performed by them to the same extent as if AssetWorks performed the work.

1. **Confidentiality**

A.Because either Party may have access to information of the other Party that the other Party considers to be confidential or proprietary ("Confidential Information"), each Party will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this Agreement and any applicable Statement of Work. Nothing herein will be deemed to restrict a Party from disclosing Confidential Information to its employees and subcontractors in the discharge of such obligations.

B.Confidential Information will not include information that (i) is, or becomes, generally known or available through no fault of the, recipient; (ii) is known to the recipient at the time of its receipt from the disclosing Party; (iii) the disclosing Party provides to a third party without restrictions on disclosure; (iv) is subsequently and rightfully provided to the recipient by a third party without restriction on disclosure; (v) is independently developed by the recipient, without reference to the disclosing Party's Confidential Information; or (vi) is required to be disclosed pursuant to a governmental agency or court subpoena, provided the recipient promptly notifies the disclosing Party of such subpoena to allow it reasonable time to seek a protective order or other appropriate relief.

C.Because of the unique nature of the Confidential Information, each Party agrees that the disclosing Party may suffer irreparable harm in the event the recipient fails to comply with its obligations under this Section 3, and that monetary damages may be inadequate to compensate the disclosing Party for such breach. Accordingly, the recipient agrees that the disclosing Party may, in addition to any other remedies available to it, be entitled to injunctive relief.

1. **Intellectual Property**

A.Customer and AssetWorks shall each retain ownership of, and all right, title, and interest in and to, their respective pre-existing Intellectual Property.

B.The Services performed, code developed, and any Intellectual Property produced pursuant to this Agreement are not “works for hire.”

C.As used herein, “Intellectual Property” shall mean inventions (whether or not patentable), works of authorship, trade secrets, copyright, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Statement of Work or Deliverable whether or not first created or developed by AssetWorks in providing the Services.

D.Notwithstanding any order of precedence language or other conflicting terms and conditions contained in any document considered to be part of this Agreement, regardless of incorporation method, the terms of this Section 3. Intellectual Property shall take precedence over any/all conflicting terms and conditions located elsewhere, and any conflicting terms are specifically objected to and rejected by AssetWorks.

1. **Non-Solicitation**. During the term of this Agreement, and for 1 year thereafter, Customer shall not solicit the employment of, or contract for the services of, any person who is/was an employee, agent, or subcontractor of AssetWorks during the term of this Agreement. Nothing in this section shall prohibit Customer from placing a bone fide public advertisement for employment which is not specifically targeted at AssetWorks employees and Customer shall not be restricted from hiring any such person who responds to any such general solicitation or public advertisement so long as no direct solicitation of such person has occurred.

1. **Termination For Default**. Either Party may terminate any Statement of Work if (i) the other Party fails to perform a material obligation of the Statement of Work and such failure remains uncured for a period of 30 days after receipt of notice from the non-breaching Party specifying such failure; or (ii) a Party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors. In addition, AssetWorks may terminate any Statement of Work effective immediately upon written notice to Customer if Customer fails to make any payment in full as and when due hereunder. Termination of a Statement of Work shall not terminate this Agreement. Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay AssetWorks the full value for all goods and/or services provided to, and accepted by, Customer up to and including the date of termination.

1. **Termination For Convenience**. Notwithstanding any other provision in this Agreement, either Party may terminate a Statement of Work by providing a 90-day notice of intent to terminate the Statement of Work.

1. **Effect Of Termination**. The Terms of this Agreement shall survive for any Statement of Work which is still pending at the time of termination until the conclusion of the Statement of Work.

1. **Professional Services Limited Warranty**

A.AssetWorks warrants that the Professional Services provided under an Order Form or a Statement of Work authorized under this Attachment 3 shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided Customer has delivered to AssetWorks timely notice of such breach as hereinafter required, AssetWorks shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to Customer that portion of the Price received by AssetWorks attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless Customer has delivered to AssetWorks written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this Section is the sole and exclusive remedy for breach of the foregoing warranty.

B.ASSETWORKS SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, WARRANTIES, OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERRORFREE PERFORMANCE, OR ANY WARRANTY OF THIRD-PARTY PRODUCTS, OR FUNCTIONALITY OF THE CUSTOMER’S HARDWARE, SOFTWARE, FIRMWARE, OR COMPUTER SYSTEMS.

C.Customer represents and warrants to AssetWorks that Customer has the right to use and furnish to AssetWorks for AssetWorks use in connection with this Agreement any information, specifications, data or Intellectual Property that Customer has provided or will provide to AssetWorks in order for AssetWorks to perform the Services and to create the Deliverables identified in the Statement of Work.

1. **Relationship Of Parties**. AssetWorks is an independent contractor in all respects with regard to any Professional Services. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and Customer.

Attachment 3 – Software License Terms

- **Software License**

A.AssetWorks grants to Customer a non-exclusive, non-transferable license to the software (Software) for the number of units specified in the purchase order (Order Form). Except as provided above, use of Software in excess of limits defined in the Order Form requires additional licensing fees. Customer's license is to use the Software in its own business; Customer has no right to use the Software in processing work for third parties.

B.Customer shall have the right to use only one copy or image of the Software for production purposes and shall not copy or use the Software for any other purpose except (i) for archival purposes, (ii) in connection with a disaster recovery program, and (iii) for the purpose of testing the operation of the Software, provided such testing copy shall not be used in a live production environment. Software may be licensed on a per-seat basis, a per-aircraft basis, a number of Active Equipment Unit basis, or other basis as described on the Order Form (License Restriction). Customer may increase the License Restriction at any time by executing a subsequent Order Form and paying in full the applicable fees. “Active Equipment Unit” shall mean any in-service unit in which the Software is installed with active service during a calendar quarter.

C.If any third-party software is provided to Customer pursuant to this Agreement, such license shall be in accordance with terms set forth in the Order Form.

D.Source Code shall mean software in human-readable form, including all appropriate programmer’s comments, data files and structures, header and include files, macros, make files, object libraries, programming tools not commercially available, technical specifications, flowcharts and logic diagrams, schematics, annotations and documentation reasonably required or necessary to enable a competent independent third-party programmer to create, operate, maintain, modify and improve such software without the help of any other person, and with data files containing Source Code in standard ASCII format readable by a text editor.

E.Except as expressly authorized under this Agreement, Customer shall not (i) sell, rent, lease, timeshare, encumber, license, sublicense, transfer or assign the Software or Documentation; (ii) attempt to decompile, disassemble or reverse engineer the Software in whole or in part, or otherwise attempt to derive the Source Code of the software.

1. **Limited Warranties**

A.AssetWorks represents that it has the right to license the Software to Customer as provided in Section 1. AssetWorks further represents that the Software will conform to the description contained in the documentation provided or published by AssetWorks (“Documentation”) In the event the Software fails to conform to the description contained in the Documentation, AssetWorks’ sole obligation shall be to correct the errors as detailed in this Section. This limited warranty is in lieu of all liabilities or obligations of AssetWorks for damages arising out of or in connection with the delivery, use or performance of the Software. This warranty extends for a period of 90 days following the date the Software is made available to Customer.

B.AssetWorks does not guarantee the privacy, security, authenticity, or non-corruption of any information transmitted through the internet or any mobile or wireless network, or any information stored in any system connected to the internet or to any mobile or wireless network. AssetWorks shall not be responsible for any claims, damages, costs, or losses whatsoever arising out of or in any way related to Customer’s connection to or use of the internet or of any mobile or wireless network.

C.AssetWorks will not be liable to Customer or any third-party for any claims, expenses, damages, costs, or losses whatsoever arising out of or in any way related to Customer’s use of the Software insofar as such Software may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary, or otherwise exempt from public disclosure under applicable law.

D.AssetWorks will defend, at its own expense, any action brought against Customer to the extent that it is based on a claim that the Software supplied by AssetWorks infringes a Worldwide patent or copyright, and AssetWorks will pay those costs and damages finally awarded against Customer in any such action that are attributable to any such claim; provided, such defense and payments are conditioned on the following: (1) that AssetWorks shall be promptly notified in writing by Customer following its receipt of any such claim; (2) that AssetWorks shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; (3) should the Software become, or in AssetWorks' opinion is likely to become, the subject of a claim of infringement of a Worldwide patent or copyright, then Customer shall permit AssetWorks, at its option and expense, either to (A) procure for Customer a non-infringing license to use the Software; (B) modify the Software so that it becomes non-infringing; (C) procure for Customer a depreciated credit for the Software and accept its return. Depreciation shall be an equal amount per year over the lifetime of the Software, which the Parties agree shall be 5 years. AssetWorks shall have no liability to Customer under any provision of this clause with respect to any claim of patent or copyright infringement that is based on Customer's unauthorized use or combination of the Software with software or data not supplied by AssetWorks as part of the Software.

E.Customer agrees to indemnify and defend AssetWorks against any claims made by any third parties against AssetWorks arising out of Customer's use of the Software unless such claims are due to the negligence or willful misconduct of AssetWorks.

F.The warranty period for the Software shall extend for a period of 90 days from the date of delivery of the Software, but in no event later than 1 year from the date of execution of this Agreement. During the warranty period, in the event that the Customer encounters an error and/or malfunction whereby the Software does not conform to the description in the Documentation, AssetWorks sole responsibility under this Limited Warranty is as follows:

1. In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer, there exists an error or nonconformance to the Documentation, AssetWorks will take such steps as are reasonably required to correct the error with due dispatch.
2. In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer, the error or nonconformance to the Documentation does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the error and distribute the correction to the Customer in accordance with AssetWorks' normal Software revision schedule.

THIS LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER RIGHTS, CONDITIONS AND WARRANTIES. ASSETWORKS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. ASSETWORKS DOES NOT WARRANT THAT ANY PRODUCTS WILL BE ERROR-FREE, OR THAT ANY DEFECTS THAT MAY EXIST IN ITS PRODUCTS CAN BE CORRECTED. IN NO EVENT SHALL ASSETWORKS BE LIABLE FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST DATA), HOWEVER CAUSED WHETHER OR NOT ASSETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1. **Termination**

A.The license conveyed pursuant to Section 1 may be terminated by AssetWorks in the event of breach or default by Customer under this Agreement provided AssetWorks notifies Customer in writing of the breach or default and Customer does not correct same within 30 days of AssetWorks' written notice.

B.In addition, Customer shall have the right to terminate the Software License at any time; provided such termination shall not relieve Customer of its obligations (1) to pay any remaining unpaid balance for the total software license fee (as per the Order Form, and (2) to honor the Professional Services Terms and the Software Maintenance Terms attached hereto.

C.All Software and Documentation shall be and will remain the property of AssetWorks. Upon termination of this Agreement, whatever the reason, such Software and Documentation and any copies thereof made by Customer pursuant to Section 1 shall be promptly returned to AssetWorks.

Attachment 4 – Software Maintenance Terms

1. **Term.** Maintenance shall commence immediately upon the Effective Date and shall have a term of 12 months. The term shall automatically renew each year thereafter for an additional 12-month period unless terminated as set forth below.

1. **Correction Of Deviations.** In the event the Customer encounters an error and/or malfunction (“Deviation”) in the Software, it shall communicate the circumstances and any supporting information, inclusive of a database that can be reproduced, to AssetWorks. Upon receipt, AssetWorks will respond as follows:

A.In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer, there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the Deviation and distribute the correction to the Customer in accordance with AssetWorks’ normal Software revision schedule.

B.In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer, there exists a Deviation that does constitute a serious impediment to the normal, intended use of the Software, AssetWorks will take such steps as are reasonably required to correct the Deviation.

1. **Software Revisions And New Versions**

A.The Software may be revised by AssetWorks as a result of the correction of Deviations and/or the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software (hereafter "Revisions"). Revisions shall be of two kinds:

1. Revisions that the Customer is obliged to implement (“Mandatory Revisions”);
2. Revisions that may be implemented by the Customer at its option (“Optional Revisions”).

B.No charge shall be made to the Customer for either Mandatory Revisions or Optional Revisions while under a current Maintenance Agreement.

C.New products (“New Products”) may be added to the Software by AssetWorks from time to time. Compared to a Revision, New Products substantially improve the performance of the Software and/or substantially increase its functionality and capability. AssetWorks, in its sole discretion, shall decide which upgrades and improvements will be issued as Revisions without charge and which shall be issued as New Products for which there may be a charge.

1. **Email Assistance.** AssetWorks, at its expense, shall make available technically qualified personnel to respond to all reasonable email requests, Monday through Friday, excluding State holidays, during normal business hours, that may be made by the Customer relating to the application and operation of the Software.

1. **Technical Literature.** AssetWorks shall make available to the Customer all technical literature in electronic format that is considered by AssetWorks to be relevant to the Software and its use within the scope of Customer's operations.

1. **Proper Use**

A.Customer shall not modify the Software as defined in the Software License Terms unless specifically authorized by AssetWorks in writing.

B.The Customer agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused or modified without the express written permission of AssetWorks.

C.In the event that the Customer or its agents misuses or modifies the Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the Software, although AssetWorks is not obligated to correct such misuse, AssetWorks shall be entitled to attempt to correct the situation, if possible, at Customer's expense.

D.In the event that diagnostic assistance is provided by AssetWorks, which, in the reasonable opinion of AssetWorks and the Customer, relates to problems not caused by a Deviation in the Software, such assistance shall be at the Customer's expense.

1. **Software Maintenance Fee** – Paid Up License. In consideration of the Maintenance services to be provided by AssetWorks for the initial 12-month period hereunder, Customer shall pay to AssetWorks an amount set forth in the Order Form or Invoice. For each 12-month period thereafter, Customer will pay to AssetWorks fees in accordance with this Agreement.

1. **Additional Software Maintenance Fee** – Paid Up License. In the event the Customer acquires AssetWorks Software licenses in addition to the Software previously provided under this Agreement (the "Additional Software"), the Maintenance shall automatically be extended to cover the Additional Software, and the Customer shall pay an additional annual Maintenance fee in an amount equal to 20% of the then current license fee for the Additional Software at the time of acquisition.

In the event that Customer purchases any custom interfaces, APIs or other software (Developed Software), AssetWorks may also charge maintenance on the Developed Software in an amount equal to 20% of the cost of the Developed Software.

1. **Other Fees And Expenses.** If onsite maintenance is required, Customer will pay reasonable travel and living expenses of AssetWorks' employees or agents, which shall be billed and paid as the expenses are incurred.

1. **Payment Terms.**

A.Annual payments for Maintenance will be due in advance of the commencement of the initial 1-year term of the Maintenance and on each anniversary thereafter.

B.AssetWorks reserves the right to change the annual Maintenance fee by providing Customer written notice of the increase at least 30 days prior to any scheduled renewal date.

1. **Default And Termination.**

A.The Customer shall have the right to terminate Maintenance upon delivery of written notice at least 90 days prior to any scheduled renewal date.

B.AssetWorks may cancel Maintenance in the event that the Customer does not implement a Mandatory Revision within 60 days of receipt thereof or such longer period as AssetWorks may consent to in writing. In the event that Customer does not implement a Mandatory Revision within 30 days following receipt of written notice from AssetWorks of Customer's failure to implement a Mandatory Revision, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the Customer.

C.In the event of any breach of the terms and conditions of this Agreement by the Customer, AssetWorks will, by written notice to the Customer, give the Customer a period of 30 days within which to institute remedies to correct such breach. In the event that such breach has not been corrected to AssetWorks' satisfaction within said 30-day period, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the Customer.

D.In the event that Maintenance is terminated by AssetWorks, AssetWorks shall have no continuing obligations to the Customer of any nature whatsoever with respect to Maintenance. Furthermore, termination by AssetWorks pursuant to the provisions of this Agreement shall be without prejudice to any right or recourse available to AssetWorks, and without prejudice to AssetWorks' right to collect any amounts, which remain due to it hereunder.

Attachment 5 – Hardware Terms

The hardware products listed on the Order Form are subject to the following terms and conditions. Your right to use the products and services is conditioned upon acceptance of this Agreement.

1. **Hardware**

- Hardware is provided to Customer from a hardware distributor, ScanSource Inc. or BlueStar Inc. ("Hardware Distributor")
- The hardware shall be for the quantities and pricing as listed on the Order Form
- Delivery of the hardware does not include: (a) custom programming services; (b) on-site support, including installation of hardware or software; (c) training; (d) expenses for third party products including, but not limited to, other hardware and related supplies; (e) support of Customer's computer system, software, or hardware (e.g., computer equipment, servers, printers etc.) or third party software or hardware, including problems which arise therefrom. For clarity, AssetWorks is not responsible for errors or defects of Customer or third-party software or hardware.

1. **Confidentiality**

  - Because either Party may have access to information of the other Party that the other Party considers to be confidential or proprietary ("Confidential Information"), each Party will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this Agreement and any applicable Statement of Work. Nothing herein will be deemed to restrict a Party from disclosing Confidential Information to its employees and subcontractors in the discharge of such obligations.
  - Confidential Information will not include information that (i) is, or becomes, generally known or available through no fault of the, recipient; (ii) is known to the recipient at the time of its receipt from the disclosing Party; (iii) the disclosing Party provides to a third party without restrictions on disclosure; (iv) is subsequently and rightfully provided to the recipient by a third party without restriction on disclosure; (v) is independently developed by the recipient, without reference to the disclosing Party's Confidential Information; or (vi) is required to be disclosed pursuant to a governmental agency or court subpoena, provided the recipient promptly notifies the disclosing Party of such subpoena to allow it reasonable time to seek a protective order or other appropriate relief.
  - Because of the unique nature of the Confidential Information, each Party agrees that the disclosing Party may suffer irreparable harm in the event the recipient fails to comply with its obligations under this Section 2, and that monetary damages may be inadequate to compensate the disclosing Party for such breach. Accordingly, the recipient agrees that the disclosing Party may, in addition to any other remedies available to it, be entitled to injunctive relief.

1. **Intellectual Property**

    - Customer, AssetWorks, Hardware Distributor, and Hardware Distributor's original equipment manufacturer ("OEM") shall each retain ownership of, and all rights, title, and interest in and to, their respective pre-existing Intellectual Property.
    - The Services performed, if any, and the hardware provided or produced pursuant to this Agreement are not "works for hire."
    - As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, copyright, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Statement of Work or Deliverable whether or not first created or developed by AssetWorks in providing the Services.
    - Notwithstanding any order of precedence language, or other conflicting terms and conditions contained in any document considered to be part of this Agreement, regardless of incorporation method, including, but not limited to, (i) click-through process, (ii) attaching a copy hereto, (iii) reference, or (iv) similar processes are for Customer's internal purposes only and any provisions contained therein shall have no effect whatsoever upon this Agreement. For clarity, execution of a Customer Purchase Order shall be considered an acknowledgement of receipt of said Customer Purchase Order and shall not be deemed to satisfy the terms of Section 16 H of this Agreement.

- The terms of this Section 3. Intellectual Property shall take precedence over any/all conflicting terms and conditions located elsewhere, and any conflicting terms are specifically objected to and rejected by AssetWorks.

1. **Fees And Payment**

- Hardware is invoiced upon shipment and includes shipping costs, FOB Hardware Distributor's warehouse location. Please inspect all orders upon receipt. The pricing on the Order Form is based upon the quantities listed at the time of purchase. All invoiced fees shall be due and payable within 30 days of the date of the invoice. All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset. In the event the number of assets or sites changes the pricing is subject to change.

- Any amounts not paid when due will be subject to interest accrued at 12% per annum compounded quarterly, which interest will be immediately due and payable from the due date for payment until the date of actual receipt of the amount in cleared funds by AssetWorks. Interest payments that are accrued during billing disputes will be credited back to the Customer if said dispute is found to be through no fault of the Customer.

- Customer will be considered delinquent if payment in full is not received 45 days from the date of the invoice. AssetWorks reserves the right to suspend or terminate this Agreement, including future shipments if the Customer account becomes delinquent and is not cured within 10 days. Customer's failure to pay any invoice after this 10-day period shall constitute a material default hereunder and shall entitle AssetWorks to exercise any and all rights and remedies provided herein or at law including a suspension of shipments under the Agreement. If Customer or AssetWorks initiate termination under any provision of the Agreement other than under Section 4, Customer will be obligated to pay the balance due for the remainder of the term for its account computed in accordance with the Order Form. Customer agrees that it shall be billed for such unpaid fees.

- Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay AssetWorks in full for products and Services provided to Customer under this Agreement within 30 days of the invoice date.

1. **Term.** The Term of the Agreement shall commence as of the Effective Date and shall continue for 1 years ("Initial Term") unless terminated earlier as set forth below. At the end of the Initial Term, the Agreement shall automatically renew for successive 1-year terms unless or until either Party provides the other Party with written notice of non-renewal at least 90 days prior to the end of the then current term.

1. **Terms**

A. If hardware provided hereunder is provided through BlueStar Inc., the transaction is subject only to the terms and conditions and policies and procedures of BlueStar, the hardware distributor for original equipment manufacturer ("OEM") Technology Solutions UK LTD. Please consult the information at the following links:

- BlueStar Policies are located at https://www.bluestarinc.com/en-us/about-the-company/corporate-privacy-policy
- RMA Policy
- Privacy Policy
- Terms & Conditions
- Legal Statement
    i. Technology Solutions US LTD (OEM)
    - Warranty https://www.tsl.com/download-manager/tsl-product-warranty/
    - Sell-Through Terms & Conditions https://www.tsl.com/terms-and-conditions-of-sale/

B. If hardware provided hereunder is provided through ScanSource Inc, the transaction is subject only to the terms and conditions and policies and procedures of ScanSource, Inc., the hardware distributor for original equipment manufacturer ("OEM") Zebra Technologies International, LLC. Please consult the information at the following links:

    i. Customer Service at https://www.scansource.com/services/customer-service
- ScanSource Return Policy
- Customer Service Request Types
- Return Instructions
- Warranties & DOA/Defective Return Policies
- RMA Refusals
    i. Terms & Conditions of Sale
    - Warranty https://www.scansource.com/solutions/suppliers/zebra/terms-and-conditions/warranty
    - Sell-Through Terms & Conditions https://www.scansource.com/solutions/suppliers/zebra/terms-and-conditions/services-terms-and-conditions
    - Zebra Software Redistribution Provisions (embedded software) https://www.scansource.com/solutions/suppliers/zebra/terms-and-conditions/zebrai-software-redistribution-provisions
    - Sales where the End User is a US Federal Government Entity https://www.scansource.com/solutions/suppliers/zebra/terms-and-conditions/sales-where-the-end-user-is-a-us-federal-government-entity

C. If hardware provided hereunder is provided through Barcodes Inc. (a/k/a Levata), the transaction is subject only to the terms and conditions and policies and procedures of Barcodes Inc., the hardware distributor for original equipment manufacturer ("OEM") Zebra Technologies International, LLC. Please consult the information at the following links:

i. Use of Internet Site: https://www.barcodesinc.com/support/legal.htm#ofsale

ii. Customer Service at: https://www.barcodesinc.com/support/contactinfo.htm

- Barcodes Inc. Return Policy: https://www.barcodesinc.com/support/returns.htm
- Shipping and Delivery: https://www.barcodesinc.com/wp_new/support/shipping.htm
- Return Instructions: https://www.barcodesinc.com/wp_new/returns-and-exchanges/

iii. Terms & Conditions of Sale

- Customer Terms: https://www.barcodesinc.com/wp_new/support/Customer-terms.htm
- Privacy Policy: https://www.barcodesinc.com/wp_new/support/privacy.htm
- Manufacturer Warranties: https://www.barcodesinc.com/wp_new/support/manufacturers.htm
- Zebra Technologies (embedded software): https://www.zebra.com/us/en.html

THE WARRANTY PROVIDED AT THE LINK LISTED ABOVE IS IN LIEU OF ALL OTHER RIGHTS, CONDITIONS AND WARRANTIES. ASSETWORKS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOFTWARE, HARDWARE, PRODUCTS, DOCUMENTATION OR ASSETWORKS SUPPORT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. ASSETWORKS DOES NOT WARRANT THAT ANY PRODUCTS WILL BE ERROR-FREE, OR THAT ANY DEFECTS THAT MAY EXIST IN ITS PRODUCTS CAN BE CORRECTED. IN NO EVENT SHALL ASSETWORKS BE LIABLE FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST DATA), HOWEVER CAUSED WHETHER OR NOT ASSETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1. **Termination For Default**

- A Default shall occur if: (1) a Party fails to perform any of its material obligations under the Agreement and such failure remains uncured for 30 days after receipt of written notice thereof; or (2) a Party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors.

- If Default occurs, the non-defaulting Party, in addition to any other rights available to it under law or equity, may withhold its performance hereunder or may terminate the Agreement by written notice to the defaulting Party. Unless otherwise provided in the Agreement, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

- If Customer terminates this Agreement other than pursuant to this Section, a Service Termination Fee equal to 100% of the products shipping pursuant to the Term of this Agreement.

1. **Compliance**

- Customer acknowledges that AssetWorks has informed Customer that U.S. law and U.S. Export Administration Regulations govern and may prohibit the re-export or other disposition of Products and related technical data received by Customer, or Customer's customers, without prior U.S. government approval.

- Customer agrees that diversion of Products from destinations identified in the Shipper's Export Declaration constitutes a fundamental and material breach under this Agreement. If Products are diverted from intended destinations, the sale may be voided in the sole discretion of AssetWorks, and all right, title and interest in Products shall revert to AssetWorks. In the event of such breach, Customer shall be liable to AssetWorks for all costs, fees and expenses incurred by AssetWorks in connection with recovery of Products, including reasonable attorney fees.

- Customer agrees and warrants that in performance of its obligations under this Agreement, Customer will comply with U.S. Foreign Corrupt Practices Act.

- Customer is solely responsible for maintaining a written information security program consistent with law and industry standards, and for complying with all privacy and data security laws. To the extent Customer provides personal information ("PI") to AssetWorks, (1) Customer represents and warrants it has obtained all necessary consents and authorizations; (2) Customer shall use, store, disclose, and process PI only: (i) to perform services for Customer and its customers; (ii) pursuant to Customer's documented instructions, or (iii) as required by law, and AssetWorks informs Customer before processing and minimizes any disclosure to the extent permitted by law. AssetWorks shall not use, store, disclose, or process PI for a commercial purpose except providing services to Customer and its customers.

Attachment 6 – Case Study Authorization

1. **PURPOSE** Customer agrees to participate in and authorizes AssetWorks to produce and publish a case study describing Customer's implementation and use of certain AssetWorks software solutions.

1. **CONTENT AUTHORIZATION** The case study will be based on the interview conducted on the ____ day of ______________, 202___ between Customer employee _________________________ and AssetWorks employee _____________________, discussing Customer's use of the AssetWorks software known as ________________________. It is agreed between the parties that Customer will have the right to review and approve the final case study content, as described in Section 4 below, prior to publication.

1. **USE AND DISTRIBUTION** AssetWorks and Customer agree the approved case study will be published and/or distributed by AssetWorks for multiple purposes including, but not limited to, the following:

- Marketing materials
- Website content
- Sales and industry presentations
- Industry presentations
- Educational purposes

4. REVIEW AND APPROVAL PROCESS AssetWorks will provide Customer with its proposed final draft of the Case Study on or before the ____ day of ______________, 202____. Customer shall have the right to review the case study before publication as follows:

- A Review & Feedback Loop shall be limited to no more than 3 iterations as follows
  - Customer shall have ten (10)] business days to review and provide feedback
  - AssetWorks shall incorporate Customer's reasonable feedback and resubmit to Customer
- Unless agreed earlier in the Review & Feedback Loop process, the 3rd version submitted to Customer shall be deemed approved as written by the parties hereto.

5. DISCLAIMER The case study will include appropriate disclaimers regarding results and benefits described.

6. CONFIDENTIALITY In addition to complying with the terms of Section 2 Confidentiality and Non-Disclosure of the Agreement, the parties agree:

- No confidential information not explicitly approved for the case study shall be included or released in the Case Study.
- All sensitive or confidential information identified by Customer, and requested by Customer in writing to be removed, shall not be included or released in the Case Study.

7. TERM AND TERMINATION

- The Term of the Case Study shall commence upon the completion of Section 4 of this Attachment 6 and shall continue for XX years (“Initial Term”). At the end of the Initial Term, the Agreement shall automatically renew for successive 1-year terms unless or until either Party provides the other Party with written notice of non-renewal at least 90 days prior to the end of the then current term.
- Unless specifically stated in the written notice of non-renewal provided above and agreed between the parties as set forth in Section 16 of the Agreement, the published materials may continue to be used at the discretion of AssetWorks.

8. MISC.

- **ASSETWORKS SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, WARRANTIES OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERRORFREE PERFORMANCE, OR ANY WARRANTY OF THIRD-PARTY PRODUCTS, OR FUNCTIONALITY OF THE CUSTOMER’S HARDWARE, SOFTWARE, FIRMWARE, OR COMPUTER SYSTEMS.**
- Customer represents and warrants to AssetWorks that Customer has the right to use and furnish to AssetWorks for AssetWorks use in connection with this Agreement any information, specifications, data or Intellectual Property that Customer has provided or will provide to AssetWorks in order for AssetWorks to perform the Services and to create the Deliverables identified in the SOW.
- The services of the parties anticipated, expended or provided hereunder shall not give rise to fees or costs attributable or due and owed by either party.
- The publication and distribution of the Case Study under this Attachment 6 shall not be deemed a violation of Customer’s copyright, data protection, or any other non-disclosure protocols or mandates and Customer shall hold AssetWorks harmless therefrom.