

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

1. Definitions.

“Administrative Users” means the individual users that access the administrative components of the Software, such as the AUTOCENE Web Admin Software and the AUTOCENE Template Editor Software.

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control”, for purposes of this Agreement, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.

“Agreement” means collectively this AUTOCENE Master Software Subscription and Hosting Agreement, plus Exhibit A (AUTOCENE Maintenance and Support Services Terms), Exhibit B (Hosting Services Terms and Conditions & Service Level Agreement), any Order Form(s) executed by the parties, any Statements of Work executed by the parties and any addendums or amendments to any of the foregoing executed by the parties.

“Application Template” means any single business process automation application consisting of a “structured data user interface” or a number of “structured data user interfaces”, that are used to structure communication for such single business process. The components of an Application Template may include structured data user interfaces, automated workflow layout, processing rules, dispatching rules, routing rules, and other components supported by the Software. You are licensed to create up to a defined number of Application Templates as set forth in Your Order Form(s). You are not permitted to create Application Templates in excess of the number of Application Templates for which You are licensed.

“Application Template License” means a license that allows You to use the Software with one (1) Application Template. The number of Application Template Licenses which you have been granted is set forth in Your Order Form(s).

“AUTOCENE” means Autocene, Inc.

“AUTOCENE Certified Partner” means a third-party organization that has been certified by AUTOCENE to act as a reseller, distributor, or Professional Services provider for the Software and/or related services.

“AUTOCENE Passport” means the AUTOCENE proprietary software that is used to share data with other applications and perform certain other tasks in applications.

“AUTOCENE Server Software” means Autocene’s proprietary software that executes AUTOCENE processing rules and provides access to information required by the system to operate. The number of instances of the AUTOCENE Server Software that may be used by You is set forth in Your Order Form(s). The terms AUTOCENE Server Software and AUTOCENE Registry Server Software are used interchangeably.

“AUTOCENE Server Software – “Shadow Mode” means a specific configuration of the AUTOCENE Server Software that allows External Users to interact with the AUTOCENE Server Software with certain limitations specified by You. A separate instance of the AUTOCENE Server Software is required to operate in shadow mode. The number of instances of the AUTOCENE Server Software that may be used by You to operate in shadow mode, if any, is set forth in Your Order Form(s). The terms AUTOCENE Server Software – Shadow Mode and AUTOCENE Registry Server – Shadow Mode Software are used interchangeably.

“AUTOCENE Template Editor Software” means the AUTOCENE proprietary software that is used by Your Administrative Users to create and modify AUTOCENE Application Templates.

“AUTOCENE Web Admin Software” means the AUTOCENE proprietary software that is used by Your Administrative Users to operate and configure the Software.

“AUTOCENE Web App Software” means the browser-based software that enables Internal Users and External Users to interact with the AUTOCENE Server Software and/or the AUTOCENE Server Software – Shadow Mode via a web-browser using supported Devices.

“Business Purposes” means Your primary business, but for greater certainty shall not include the operation of a service bureau, time sharing service, application service provider offering or any other similar service offering whereby You allow other entities or persons to use the Software to create Application Templates for their own internal business purposes that are not connected with your primary business.

“Circumvent” means using the ability for each Application Template to support multiple business use cases to aggregate

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

structured data for different and substantially and logically unrelated communication and business processes within a single Application Template for the sole purpose of reducing the required number of Application Template Licenses.

“Confidential Information” means any business, marketing, technical, scientific or other information disclosed by either party which, at the time of disclosure is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential and includes the Software, Documentation and related information.

“Device” means a single personal computer, workstation, terminal, handheld computer, handheld communication device, personal digital assistant, mobile device, or other electronic device that is able to access the AUTOCENE Server Software.

“Documentation” means the online and hard copy help files or written instructions regarding the use of the Software that AUTOCENE makes generally available to end user licensees of the Software.

“Effective Date” means the date of the last party’s signature set forth in the first Order Form executed by You and AUTOCENE.

“Exhibit A” means the AUTOCENE Maintenance and Support Services Terms that shall become a part of this Agreement.

“Exhibit B” means the AUTOCENE Hosting Services Terms and Conditions & Service Level Agreement.

“External Users” means the individual users that you permit to access the Software from outside Your network. This can include customers, vendors, partners, suppliers, service providers and prospective customers and/or members of the public. The number of External Users that can use the Software is unlimited unless a limit is specified in Your Order Form(s).

“Hosting Fees” means the fees charged by AUTOCENE, as set forth in Your Order Form(s), for the rights granted in this Agreement, including Exhibit A and Exhibit, B to enable the Software to be hosted on Autocene’s selected Hosting Provider.

“Hosting Services” means the right to receive the hosting services that AUTOCENE provides for the AUTOCENE Software as described in Exhibit B. You must be current in payment of Your Subscription Fees and Hosting Fees in order to receive these services.

“Internal Users” means the individual users that access the Software from inside Your network. Normally, this includes Your employees and consultants. The number of Internal Users that can use the Software is unlimited unless a limit is specified in Your Order Form(s)

“License Key” means a unique key-code that enables use of the Software for which You are licensed and that will limit the number of Workflow Templates permitted and/or limit the number of Internal Users, External Users, and Administrative Users permitted under this Agreement.

“Maintenance” means the right to receive Updates and Upgrades. You must be current in payment of Your Subscription Fees in order to receive these rights.

“Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“Minimum Subscription Period” means the minimum period of time You commit to pay for the right to access and use the Software. The Minimum Subscription Period is stated in each Order Form. If You stop using the Software at any time during the Minimum Subscription Period, You nonetheless agree to pay the Subscription Fees and Hosting Fees for the duration of the Minimum Subscription Period.

“Non-Production Environment” means any environment other than a Production Environment used to test the Software, Develop Application Templates on the Software and conduct User Acceptance Testing of the Software. Non-Production Environments are optional. Examples of Non-Production Environments are Test Environments, Development Environments, QA Environments, and User Acceptance Testing Environments. The quantity, if any, and specifications of the Non-Technical Environments available to You are described in Your Order Form(s).

“Order Form” means a document executed between You and AUTOCENE for subscribing for term licenses for the Software and to obtain Hosting Services and which references this AUTOCENE Master Software Subscription and Hosting Agreement and confirms Your acceptance of the terms contained within this AUTOCENE Master Software Subscription and Hosting Agreement

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

and that specifies the pricing, Subscription Term(s) and other terms that are to become a part of the Agreement.

“Production Environment” means Your live technical environment for the Software that is made available to You via the Hosting Services and that supports Internal Users, External Users and Administrative Users, You are authorized to access and use the Software in both Production Environment(s) and Test Environment(s) up to the quantities specified in Your Order Form(s). You may not access or use the Software in a way that violates these provisions.

“Professional Services” means services that are provided by AUTOCENE for a fee, including but not limited to: planning services, review services, installation services, training services, application development services, database services, system integration services, and other services that You and AUTOCENE agree to in a signed written Statement of Work, or that are described in Your Order Form(s).

“Services” means any and all of the services that AUTOCENE provides under this Agreement, including providing access to and use of the Software, the Hosting Services, Support Services and Maintenance Services.

“Software” means collectively the combination of all software components comprising the AUTOCENE application development platform, including without limitation, the proprietary AUTOCENE Server Software, AUTOCENE Server Software – Shadow Mode, AUTOCENE Web Admin Software, AUTOCENE Template Editor Software, AUTOCENE Web App Software, Autocene Passport, together with all Updates and Upgrades made available during the Subscription Term and any additional software AUTOCENE adds to its platform for use by customers, and the associated Documentation for each of the foregoing. The Software for which You are licensed is described in Your Order Form(s).

“SOW” or “Statement of Work” means an agreement for Professional Services that is executed between You and AUTOCENE. Terms and fees for Professional Services may be included in a Statement of Work or set forth in Your Order Form(s).

“Subscription Fees” means the fees charged by AUTOCENE, as set forth in Your Order Form(s), for the rights granted in this Agreement to use the applicable Software for which You are licensed.

“Subscription Term” means the period(s) of time, as specified in Your Order Form(s) for which You are entitled to access and use the Software to which You have subscribed. At the end of each Subscription Term specified in each Order Form executed by You and AUTOCENE, Your subscription for the applicable Software and Hosting Services will automatically be renewed for another Subscription Term at Autocene’s then-current subscription fee rate for the applicable Software and Hosting Services unless either You or AUTOCENE provides notice of non-renewal in accordance with the time periods for such notices as specified in this Agreement or the applicable Order Form. The Subscription Term for any such automatic renewal will be equal to the Minimum Subscription Period specified in Your first Order Form for the Software and Hosting Services that are being renewed and the Minimum Subscription Period for any such renewed Subscription Term will be equal to the Minimum Subscription Period specified in such Order Form.

“Support Services” means the right to receive support services that AUTOCENE provides as described in Exhibit A. You must be current in payment of Your Subscription Fees in order to receive these rights.

“Third Party Software” means any Third-Party software programs that are owned and licensed by anyone other than AUTOCENE and that may either be integrated with or compatible with the Software and that are required for or complementary to the operation of the Software, the requirements of which may change from time to time. The list of Third-Party Software required for operation of the Software is specified in the AUTOCENE Technical Requirements document that can be found on the AUTOCENE website at <http://www.Autocene.com/>.

“Updates” means enhancements to the Software that are reflected as a “dot” version change – e.g. version 3.1 to 3.2 is an Update.

“Upgrades” means new versions of the Software that are reflected as a full number version change – e.g. version 3.2 to 4.0 is an Upgrade.

“Users” means Internal Users, External Users and Administrative Users.

“You” or “Your” means the individual or entity that is party to this Agreement and acquiring the Software license(s) or any entity on whose behalf such individual is acting. In the case of an entity, “You” includes any of Your Affiliates.

“Your Data” means all electronic data or information submitted, uploaded, transferred or input into the Software by You and/or

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

the Users to the Software.

“Your Invoice” means the payment request document provided to You by AUTOCENE or an AUTOCENE Certified Partner.

2. Grant of License

2.1. Subject to all of the terms and conditions contained in this Agreement including, without limitation, payment of the Subscription Fees and Hosting Fees specified in Your Order Form(s), AUTOCENE hereby grants You a world-wide, non-exclusive, non-transferable, non-assignable, limited license to access and use the number of instances of the Software as set forth in Your Order Form(s) for the applicable Subscription Term(s), as set forth in Your Order Form(s), for such Software, such instances to be accessed and used solely for Your Business Purposes for up to the number of Application Template Licenses as set forth in Your Order Form(s). Except for the AUTOCENE Template Editor, all other Software licensed to You pursuant to this Agreement will only be accessible to you via the Hosting Services. You shall not Circumvent the requirements for Application Template Licenses. During the Subscription Term(s) for the Software, You may also allow Your Users of the Software to access and use the Software using any supported Device provided that such access and use otherwise comply with all of the restrictions applicable to access to the AUTOCENE Server Software.

2.2. The Software is licensed on a per instance basis for up to the number of Application Template License(s) You have procured for the applicable Subscription Term(s), all as specified in Your applicable Order Form(s). For clarity, You must acquire a separate license for each instance of the Software You wish to operate and for each Application Template that You intend to process using the Software. The number of permitted instances of each component of the Software and the number of Application Template Licenses for the Software is set forth in Your Order Form(s). In addition to the instances of the Software that You are licensed to operate in Your Production Environment as specified in Your Order Form(s), You shall be entitled during the applicable Subscription Term(s) for the Software for which You have been licensed to use the number of instances of the Software in Your Test Environment(s) as specified in Your Order Form(s).

2.3. The Software requires certain other Third-Party Software in order to operate. If you have purchased Hosting Services, AUTOCENE will include all Third-Party Software necessary to operate the Software in all Instances you are licensed to use.

3. Reservation of Rights; Other Restrictions.

3.1. The Software is protected by copyrights and other intellectual property laws and treaties. AUTOCENE or its licensors are the owners of all intellectual property rights in the Software. The Software is licensed, not sold. You shall acquire no right whatsoever to all or any part of the Software except the limited right to use the Software in accordance with the terms of this Agreement and AUTOCENE reserves all rights not expressly granted herein. In exercising the rights granted in this Agreement, You must comply with any technical limitations in the Software that only allow the Software to be used in certain ways.

3.2. Reverse engineering, decompiling, disassembling, or otherwise attempting to derive the source code of the Software is strictly prohibited, except, and only to the extent, that such activity is expressly permitted by applicable law notwithstanding this limitation.

3.3. You shall not: (a) sell, resell, lease, rent, loan, license, sublicense, redistribute, transfer, assign, encumber, time share or otherwise commercially exploit or make the Software available to any third party or otherwise deal with any portion of the Software except to the extent expressly permitted in this Agreement; (b) for the purpose of avoiding license requirements and restrictions, work around any technical limitations in the Software, including any functionality or user limits or other license timing or use restrictions built into the Software (including, without limitation, any License Keys); (c) remove any proprietary notices, labels, or marks from the Software and/or Documentation; (d) unbundle any component of the Software and/or Documentation; (e) use any Software outside of the applicable Subscription Term for which You are subscribed to use such Software (f) make the Software available to any third parties as part of any service bureau, time sharing service, application service provider offering or any other managed service offering; (g) use the Software to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (h) use the Software to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third-party privacy or publicity rights; (i) use the Software to send or store Malicious Code; (j) interfere with or disrupt the integrity or performance of the Software or the Hosting Services or the data contained therein; or (k) attempt to gain unauthorized access to the Software or its related systems or networks.

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

3.4. You are responsible for all activities that occur in User accounts and for Users' compliance with this Agreement. You shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all of Your Data; (b) use commercially reasonable efforts to prevent unauthorized access to, or use of, the User accounts, and notify AUTOCENE promptly of any such unauthorized access or use; and (c) comply with all local, provincial, state, federal and foreign laws applicable to You as and end user of the Software.

4. Assignment.

4.1. Neither this Agreement nor any rights granted by virtue of it, or resulting from it, may be assigned by You without AUTOCENE's prior written consent. This Agreement shall be binding upon and inure to the benefit of and be binding on the parties, their successors and permitted assigns. AUTOCENE may assign this Agreement, without Your consent, (i) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its business, stock or assets, and/or (ii) to an Affiliate. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

5. Fees, Payments and Renewals.

5.1. In consideration of the rights granted in this Agreement, You shall pay AUTOCENE the Subscription Fees, Professional Services fees, and any other fees set forth in the Order Form(s) and/or any Statement(s) of Work. Payments to AUTOCENE according to this Agreement shall be made in accordance with AUTOCENE's instructions contained in Your Order Form(s). After receipt of the Subscription Fees, AUTOCENE shall provide You with access to the Production Environment and Test Environment(s), if any, for the licensed Software.

5.2. Payment is due net-30 from the date You receive an invoice for the fees charged pursuant to Your Order Form(s) and/or Statement(s) of Work, unless different terms are described in Your Order Form(s) and/or Statement(s) of Work. In the event of overdue payment, AUTOCENE may charge You late fees for any payment that is more than thirty (30) days past due at the rate of one and one-half percent (1.5%) per month (18% per year) or the highest amount allowed by law, whichever is lower. You shall reimburse AUTOCENE for any reasonable expenses, including attorney's fees, incurred by AUTOCENE in connection with the collection of any amounts payable under this Agreement.

5.3. Automatic Renewal. Your subscription for the Software and Hosting Services will be automatically renewed unless notice is received by AUTOCENE no later than thirty (30) days prior to the end of the applicable Subscription Term. The Subscription Term for any such automatic renewal will be equal to the Minimum Subscription Period specified in Your first Order Form for the applicable Software and Hosting Services, the Minimum Subscription Period for any such automatic renewal will be equal to the Minimum Subscription Period specified in such Order Form, and the price for the renewed Subscription Term will be Autocene's then-current subscription fee rate for the applicable Software and Hosting Services.

5.4. You shall reimburse AUTOCENE for all sales, use, goods and services, harmonized, value-added, or other taxes, tariffs, fees, duties or similar charges that may be levied by any taxing authority (excluding taxes on AUTOCENE's net income) arising out of this Agreement.

5.5. You agree that Your subscription to the Software is not contingent on the delivery of any future functionality or features for the Software, or dependent on any oral or written public comments made by AUTOCENE regarding future functionality or features for the Software, unless specifically stated in your Order Form(s) or Statement of Work(s).

5.6. If Your account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, AUTOCENE shall have the right to suspend Your ability to access and use the Software, without liability to You, until such amounts are paid in full.

6. Support Services, Maintenance, Professional Services and Hosting Services.

6.1. Subject to the payment of the Subscription Fees specified in Your Order Form(s), AUTOCENE will provide Support Services and Maintenance as described in Exhibit A for the Software for which such Subscription Fees have been paid. Support Services

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

and Maintenance are provided for the applicable Subscription Term for the Software for which You have paid the corresponding Subscription Fees. If You are current on Your Subscription Fees then You will be entitled to receive Support Services and Maintenance as set forth in Exhibit A for the applicable Software. Any Updates or Upgrades provided to You pursuant to Maintenance shall be subject to this Agreement. For greater certainty, AUTOCENE does not provide support for the Third-Party Software You choose to use outside of that provided by AUTOCENE in AUTOCENE's Hosting Provider.

6.2. During the Subscription Term(s), AUTOCENE will provide the Hosting Services specified in Your Order Form(s) in accordance with the additional terms specified in Exhibit B (including, the service levels specified in Exhibit B).

6.3. You may order Professional Services by submitting a written order to AUTOCENE describing the Professional Services that You wish to procure. If You submit a written order for Professional Services, such order shall not be binding upon AUTOCENE unless accepted in writing by AUTOCENE. AUTOCENE will use commercially reasonable efforts to respond to each written order submitted by You for Professional Services within five (5) business days following receipt thereof by AUTOCENE. If AUTOCENE does not respond to a written order for Professional Services prior to the end of five (5) business days following receipt thereof by AUTOCENE then such order shall be deemed to have been rejected by AUTOCENE. Once an order for Professional Services has been accepted by AUTOCENE, AUTOCENE will provide such Professional Services in accordance with an estimated timeframe mutually agreed by the parties and such Professional Services shall be subject to the terms and conditions of this Agreement. If an order for Professional Services has been accepted by AUTOCENE that requires development work (such as software development or development of application templates), the parties will negotiate a mutually acceptable Statement of Work. Each SOW executed by the parties for Professional Services shall be subject to the terms and conditions of this Agreement. Upon execution by the parties of a SOW for Professional Services, AUTOCENE will provide the Professional Services described in such SOW to You in accordance with the terms of such SOW. Any terms and conditions appearing on any order or contained within a purchase order submitted by You for Professional Services that are in addition to or inconsistent with the terms and conditions of this Agreement or an applicable SOW will be deemed stricken from such order and will not be binding on AUTOCENE.

7. Confidential Information.

Each party shall maintain in confidence all Confidential Information disclosed to it by the other party and shall use such Confidential Information only for the purpose of exercising its rights and fulfilling its obligations under this Agreement. Neither party shall disclose any Confidential Information of the other party to any third party except as expressly permitted under this Agreement or make any unauthorized use thereof. Each party shall treat the Confidential Information of the other party with the same degree of care against disclosure and/or unauthorized use as it affords to its own information of a similar nature, or a reasonable degree of care, whichever is greater. Each party further agrees not to remove or destroy any proprietary or confidential legends or markings placed upon any documents or other materials provided by the other party. Each party shall be entitled to provide Confidential Information of the other party to subcontractors that have a reasonable need to know such Confidential Information and that have agreed to confidentiality obligations at least as protective as those contained in this Agreement. The obligations of confidence set forth in this Agreement shall extend to any Affiliates of a party that have received Confidential Information of the other party and shall also cover Confidential Information disclosed by any Affiliate of a party.

7.1. Neither party shall be bound by obligations in this Agreement restricting disclosure and use of Confidential Information of the other party, or any part thereof, which: (i) was lawfully known or received by the receiving party without any obligation of confidentiality prior to disclosure by the disclosing party; (ii) was generally publicly available prior to its disclosure, or has become generally publicly available other than through a breach of this Agreement; (iii) was disclosed to the receiving party by a third party, provided such third party, or any other entity from whom such third party receives such information, is not in breach of any confidentiality obligation in respect of such information; or (iv) is independently designed and developed by the receiving party without any use of the disclosing party's Confidential Information or any violation of any intellectual property or other rights of the disclosing party or its Affiliates.

7.2. If a receiving party is compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law, to disclose Confidential Information of a disclosing party, the receiving party shall use reasonable efforts to: (i) seek confidential treatment for such Confidential Information; and (ii) provide prior written notice to the disclosing party to allow the disclosing party to seek protective or other court orders.

8. Your Data.

8.1. As between You and AUTOCENE, You exclusively own all rights, title and interest in and to all Your Data. Your Data is also deemed Your Confidential Information under this Agreement. AUTOCENE shall not access Your User accounts, including Your Data, except to respond to service or technical problems or at Your request or as necessary for the operation of the

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

Software or billing. You hereby grant AUTOCENE and its Affiliates a non-exclusive license for each Subscription Term (and for thirty (30) days thereafter) to use and otherwise exploit Your Data as reasonably required to operate the Software for You as provided in this Agreement. The forgoing license shall include the right for AUTOCENE and its Affiliates to use and copy the Your Data for the purpose of creating aggregated and anonymized statistical analytics in respect to Software use and other Software and User parameters and characteristics ("Aggregated Statistics"), provided, that the license in respect to Aggregate Statistics shall be perpetual, irrevocable and unlimited.

8.2. You agree that AUTOCENE and its Affiliates may collect and use technical information gathered as part of the Support Services or other Professional Services provided to You, if any, related to the Software. AUTOCENE may use this information solely to improve the Software or to provide customized services or technologies to You.

9. Term and Termination.

9.1. This Agreement shall commence on the Effective Date and, unless terminated in accordance with Sections 11.2 through 11.6 below, shall remain in effect indefinitely. The subscriptions for the Software for which You are licensed will commence on the applicable start date or start dates set forth in Your applicable Order Form and will continue for each item of Software for its corresponding Subscription Term, unless terminated sooner in accordance with Sections 9.2 through 9.6 below.

9.2. Notwithstanding any provisions contained herein and without prejudice to any other rights, AUTOCENE may terminate this Agreement effective immediately upon written notice to that effect if, (a) in its sole opinion, You are not in compliance with any terms or condition of this Agreement; (b) You have violated any intellectual property right of AUTOCENE; or (c) if You (i) become insolvent; (ii) become the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether voluntary or involuntary, which is not resolved favorably to You within ninety (90) days of commencement thereof; or (iii) have a receiver appointed in respect of the whole or a substantial part of Your assets. In such event, You must delete the AUTOCENE Client Software from Your servers, Devices, computers and archives.

9.3. You may terminate this Agreement or any Software subscription at any time for convenience effective immediately upon written notice to AUTOCENE to that effect, provided that if You terminate this Agreement or any Software subscription before the end of the then-applicable Minimum Subscription Period for any Software, You will still be liable to AUTOCENE for the Subscription Fees for such Minimum Subscription Period(s) (and if You have already paid the Subscription Fees for the Minimum Subscription Period(s), those Subscription Fees will not be refunded to You by AUTOCENE). Upon such termination, You shall destroy all copies of the AUTOCENE Client Software and Documentation in Your possession or under Your control (including all Updates, Upgrades thereof) and upon AUTOCENE's request shall provide a certificate of a senior officer confirming the same. Termination of this Agreement will terminate all Order Forms and related Software subscriptions.

9.4. Upon termination, You shall: (i) without undue delay, pay to AUTOCENE any and all amounts outstanding under this Agreement; and (ii) not be entitled to any refund of fees and other sums paid to AUTOCENE.

9.5. YOU AGREE THAT (I) UPON TERMINATION OF THIS AGREEMENT FOR ANY REASON; (II) ON TERMINATION OR EXPIRATION OF THE SUBSCRIPTION TERM FOR AN APPLICABLE ITEM OF SOFTWARE; OR (III) IF YOU ARE DELINQUENT IN THE PAYMENT OF ANY AMOUNTS OWED BY YOU TO AUTOCENE, AUTOCENE MAY TAKE ACTIONS SO THAT THE SOFTWARE NO LONGER ACCESSIBLE BY YOU OR OPERATIONAL.

9.6. In the event of expiration or termination of this Agreement, the following Sections of this Agreement shall survive: 1, 2.4, 3, 5, 7, 8, 9, 10.3, 10.4, 10.5, and 11-24.

10. Indemnification and Limited Warranty for the Software.

10.1. For thirty (30) days after the Effective Date ("Limited Warranty Period"), AUTOCENE warrants that the Software will substantially conform to the applicable Documentation ("Limited Warranty"). AUTOCENE will, at its option, and as Your exclusive remedy either refund the amount You paid (if any) or provide You with corrected Software at no charge provided the defective item(s) are reported by You to AUTOCENE within the Limited Warranty Period, BUT ONLY AS TO DEFECTS REPORTED DURING THE LIMITED WARRANTY PERIOD. AS TO ANY DEFECTS DISCOVERED AFTER THE LIMITED WARRANTY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Any supplements or Updates or Upgrades to the Software provided to You after the expiration of the Limited Warranty Period are not covered by any warranty or condition, express, implied or statutory.

10.2. The Limited Warranty shall not apply if (a) failure of the Software has resulted from abuse abnormal use by You or

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

Malicious Code introduced by You, or any third party acting on Your behalf; (b) failure of the Software has resulted from the use of the Software in combination with hardware or software for which it was not designed; (c) AUTOCENE, after using reasonable efforts, is unable to confirm the existence of the failure. AUTOCENE will use commercially reasonable efforts to remedy any breach of the Limited Warranty within a commercially reasonable time after receipt of Your notice to AUTOCENE of a breach of the Limited Warranty. To exercise the remedy, You must contact AUTOCENE at the following address: AUTOCENE, INC., Attn. Sales, 622 5th Avenue, SW, Calgary, Alberta T2P 0M6 Canada, Phone (403) 456-3035 ext. 201 or by email to askus@Autocene.com.

10.3. Indemnification by AUTOCENE. AUTOCENE shall, at its own expense, defend You in any action, suit or proceeding by a third party alleging that the Software infringes any United States or Canadian patent, trademark, trade secret, copyright or any other intellectual property right of such third party (an "IP Claim") and shall pay settlement amounts agreed in writing by AUTOCENE and/or any damages, expenses, or costs (including but not limited to reasonable attorneys' fees) awarded to such third party against You by a court of competent jurisdiction in such IP Claim. As conditions for such defense and satisfaction by AUTOCENE, (i) You shall notify AUTOCENE promptly in writing upon becoming aware of all pending IP Claims; (ii) You shall give AUTOCENE sole control of the defense and settlement of such IP Claims; (iii) You shall cooperate fully with AUTOCENE in the defense and/or settlement of such IP Claims; and (iv) You shall not settle any IP Claims without Autocene's written consent, or compromise the defense of any such IP Claims.

10.4. Mitigation. If (a) AUTOCENE becomes aware of an actual or potential IP Claim, or (b) You provide AUTOCENE with notice of an actual or potential IP Claim, AUTOCENE may (or in the case of an injunction against You, shall), at AUTOCENE's sole option and determination: (I) procure for You the right to continue to use the Software; or (II) replace or modify the Software with equivalent or better software so that Your use is no longer infringing; or (III) if (I) or (II) are not commercially reasonably available, take return of the affected Software and terminate the licenses granted in respect to such Software and pay You the Subscription Fees that have been pre-paid by You for any time periods after the date of termination of the licenses for such Software.

10.5. Exclusions. The obligations in Section 10.3 and 10.4 do not extend to (1) any IP Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by Your combination of the Software made available by AUTOCENE with other products, hardware, software or services not provided by AUTOCENE; (2) any IP Claim related to or in connection with any modification of the Software by anyone other than AUTOCENE; (3) any IP Claim in respect to any version of the Software other than the most current version; (4) any IP Claim related to any of Your Data; or (5) any use, distribution, or exercise of any other right outside the scope of the licenses granted in this Agreement.

11. Disclaimer of Warranties.

11.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTY SET OUT IN SECTION 11.1 OF THIS AGREEMENT, THE SOFTWARE IS LICENSED BY AUTOCENE TO YOU "AS IS" AND THE RELATED SERVICES ARE SOLD BY AUTOCENE TO YOU "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THE SOFTWARE OR ANY OTHER PRODUCT OR SERVICE PROVIDED PURSUANT TO THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT. AUTOCENE, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS DISCLAIM ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT.

11.2. AUTOCENE DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE AND/OR RELATED SERVICES SHALL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

11.3. Integration with Third-Party Applications. The Software contains functions designed to optionally interoperate with third-party applications. While the Software interoperates with many third-party applications, AUTOCENE does not control and cannot guarantee the continued availability of such interoperation, and the Software may cease to interoperate with various third-party applications without entitling You to any refund, credit, or other compensation, if, for example and without limitation, the provider of a third-party application ceases to make that application available for interoperation with the corresponding functions within the Software. You also agree that changes in versions, functions, and Your method of use of these third-party applications may necessitate additional tasks to be completed by You or by AUTOCENE. If such changes are required and are provided by AUTOCENE, Professional Services fees may apply. You agree that by enabling third party applications or services to integrate with the Software, You are responsible for complying with the licensing requirements between You and the third-party application provider and that no intent to circumvent the licensing requirements of the third-party application or service provider will be made. Levels and methods of integration between the Software and third-party applications may vary. You will be responsible for the Professional Services fees associated if AUTOCENE provides such

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

Professional Services to enable such interoperation. An estimate of the Professional Services fees will be provided separately with Your applicable Order Form or within Your applicable Statement of Work.

12. **EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** EXCEPT FOR ANY BREACH OF THE CONFIDENTIALITY PROVISIONS IN SECTION 8, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AUTOCENE OR ANY OF ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, ADVISORS OR LICENSORS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR OTHER SIMILAR DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS, INCURRED OR SUFFERED, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF AUTOCENE OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Every right, exemption from liability, release, defense, immunity and waiver of whatsoever nature applicable to AUTOCENE under this Agreement shall also be available and shall extend to benefit and to protect AUTOCENE's officers, directors, and employees and for such purposes AUTOCENE is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of such persons for such rights, exemptions from liability, releases, defenses, immunities and waivers as applicable to such persons.
13. **Limitation of Liability and Remedies.** THE ENTIRE LIABILITY OF AUTOCENE AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND ANY OTHER SERVICES, PRODUCTS AND/OR MATERIALS SUPPLIED BY AUTOCENE IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE LICENSE FEES PAID BY YOU TO AUTOCENE PURSUANT TO THIS AGREEMENT FOR THE SOFTWARE OVER THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM(S).
14. **Basis of Bargain.**
 - 14.1. The Limited Warranty, exclusive remedies and limited liability set out in this Agreement are fundamental elements of the basis of bargain between You and AUTOCENE. You acknowledge and agree that AUTOCENE would not be able to provide the Software and related services for the fees charged without such limitations.
15. **Equitable Relief.**
 - 15.1. You acknowledge and agree that it would be difficult to compute the monetary loss to AUTOCENE arising from a breach or threatened breach of the confidentiality and/or intellectual property related provisions of this Agreement by You and that, accordingly, AUTOCENE shall be entitled to specific performance, injunctive or other equitable relief in addition to or instead of monetary damages in the event of a breach or threatened breach of the confidentiality and/or intellectual property related provisions of this Agreement by You.
16. **U.S. Government End Users.**
 - 16.1. The Software and Documentation are each a "commercial item" as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in FAR 12.212, and are provided to the U.S. Government only as commercial end items. Government end users acquire the rights set out in this Agreement for the Software and Documentation consistent with: (i) for acquisition by or on behalf of civilian agencies, the terms set forth in FAR 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, the terms set forth in DFARS 227.7202. Use of the Software and Documentation is further restricted by the terms and conditions of this Agreement. For the purposes of any applicable government use, the Software and Documentation were developed exclusively at private expense, and are trade secrets of Autocene, Inc. or its licensors for the purpose of any Freedom of Information legislation or any other disclosure statute, regulation or provision.
17. **Force Majeure.**
 - 17.1. Neither You nor AUTOCENE shall be responsible for failure to fulfill any obligations under this Agreement, except with respect to the making of payments, which are due hereunder, due to causes beyond the affected party's control for the period such causes are beyond the affected party's control and, which have not resulted directly or indirectly from its negligence or

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

willful misconduct, including but not limited to acts of God, man-made or natural disasters, material shortages, strikes, delays in transportation or inability to obtain labor or materials through its regular sources. The time for performance of any such obligation shall be extended for the time period lost by reason of the delay. If such an event of force majeure continues for a period exceeding sixty (60) days, this Agreement may be terminated by either You or AUTOCENE. Thereafter, this Agreement shall be null and void and of no effect and neither party shall have any claims against the other save and except for any antecedent breach or as otherwise specified hereunder.

18. Applicable Law.

18.1. Unless otherwise specified in Your Order Form(s), this Agreement and the rights, obligations and relations between You and AUTOCENE hereunder shall be governed and construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada applicable therein, without regard to its principles of conflicts of law, and You hereby irrevocably submit to the jurisdiction and venue of the appropriate provincial or federal court located in the City of Calgary, Province of Alberta. This Agreement expressly excludes the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable. Each party waives any right and agrees not to apply to have any disputes under this Agreement tried or otherwise determined by a jury, except where required by law.

19. Entire Agreement; Severability; Waiver.

This AUTOCENE Master Software Subscription and Hosting Agreement, including Your Order Form(s), Exhibit A (AUTOCENE Maintenance and Support Services Terms), and the Statements of Work executed by the parties, each of which are hereby incorporated by reference, constitutes the entire agreement between You and AUTOCENE relating to the Software and related services or any other subject matter covered by this Agreement and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software and related services or any other subject matter covered by this Agreement. To the extent the terms of any AUTOCENE policies or programs for Support Services conflict with the terms of this Agreement, the terms of this Agreement shall control. No preprinted terms or conditions of any purchase order submitted by You to AUTOCENE shall be of any contractual effect between the parties. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. The terms of this Agreement may not be modified except by an amendment signed by authorized representatives of each of the parties. Either party's failure to exercise any of its rights under this Agreement shall not constitute or be deemed to constitute a waiver or forfeiture of such rights or any other right under this Agreement.

20. Currency.

20.1. All dollar amounts referred to in this Agreement are payable in the lawful currency as indicated in Your Order Form(s).

21. AUTOCENE Certified Partners.

21.1. If You have procured the right to access and use the Software and Hosting Services from an AUTOCENE Certified Partner then You will be subject to the terms and conditions of the separate agreement entered into between You and that AUTOCENE Certified Partner provided that this Agreement will specify and govern Your rights to access and use the Software and receive the Hosting Services. The payment terms for Your Software subscriptions, Professional Services, Support Services, Hosting Services and other services will be as set forth in the separate agreement entered into between You and the AUTOCENE Certified Partner. AUTOCENE shall not have any liability or responsibility to You or to anyone else for any software (other than the Software), Professional Services, Support Services or any other services that are provided to You by such AUTOCENE Certified Partner.

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

EXHIBIT A

AUTOCENE MAINTENANCE AND SUPPORT SERVICES TERMS

The following terms and conditions are incorporated into the Agreement. Capitalized words not defined in this Exhibit shall have the meaning ascribed to such words in the Agreement.

Maintenance and Support Services shall be provided for the Software for which You have paid the corresponding Subscription Fees for the Subscription Term for such Software.

1. Support Services Definitions.

1.1. Definitions. The following terms shall have the following meanings:

1.1.1. "Error" means a function in the Software that creates an unanticipated result and causes the Software to work in a manner different than is described in the Documentation.

1.1.2. "Fix" means a Software or procedural update that is designed to eliminate an Error or provide a Workaround.

1.1.3. "Workaround" means a procedure for circumventing an Error in the Software that allows the user to bypass or temporarily resolve that Error until a Fix can be implemented.

1.1.4. "Electronic Support Request" means the then-current electronic method in place to enable You to notify AUTOCENE of an Error.

1.2. Support Services Hours. If You are current with Your Subscription Fees for the applicable Software, You will be entitled to receive Support Services from AUTOCENE in respect to such Software as further described in this Exhibit A. Support Services hours are set forth on the AUTOCENE website.

1.3. Holidays. The list of observed AUTOCENE holidays may be viewed at <http://www.Autocene.com/holiday>. AUTOCENE maintains offices and staff in the USA and Canada. As such, the holiday schedule includes both USA and Canadian observed holidays. AUTOCENE will use commercially reasonable efforts to provide limited Support Services to You during certain holidays. During a holiday with limited Support Services, AUTOCENE Response Times described in Section 5.1 will not apply.

1.4. Supported Versions. AUTOCENE provides Support Services for the current version of the Software, as well as Support Services for the prior full version of the Software. For example, if the current Software version is 3.1, AUTOCENE provides Support Services back to version 2.0. This provision applies to licensees that have not Upgraded to the latest version of the Software.

1.5. Error Resolution. AUTOCENE will attempt to resolve Errors using commercially reasonable efforts during Support Services Hours to correct Errors in the supported versions of the Software in a timely manner by providing either a Fix or Workaround for the identified Error in the Software. An AUTOCENE customer Support Services representative will endeavor to resolve reported Errors at the time when initially reported. If the AUTOCENE customer support representative cannot resolve the matter immediately, the Error will be logged and responded to by an AUTOCENE customer support representative as soon as reasonably practicable.

2. Support Services Provided.

2.1. Support Services General. AUTOCENE Support Services are intended to assist You in the normal operation and routine use of the supported Software for customary issues. Accordingly, Support Services do not include general information on application design, usage, and workflow automation or assistance equivalent to training concerning the use of the Software (such assistance is provided separately and for a fee by AUTOCENE) or any substantive or technical consulting arising in connection with the application of the Software. Additionally, Support Services include answering questions and providing a reasonable level of guidance to You about the use of the Software, responding to reports of Errors and determining if the reported Error is a result of an issue with the Software or an environmental or installation issue. You are responsible for providing documentation sufficient for AUTOCENE to reproduce the Error including a detailed written description of the problem, log files, core dumps, data files, and any other information reasonably requested by AUTOCENE. AUTOCENE is not responsible for Errors or other problems due to non-AUTOCENE products or services, misuse, accident, damage or modification, or failure to maintain proper physical or operating environment. If AUTOCENE reasonably believes that a problem reported by You may not be due to an Error in the Software, AUTOCENE will so notify You, and AUTOCENE shall not proceed further, unless

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

so instructed in writing by You. If, upon resolution of an Error, it is determined that the Error is not due to the Software or other conditions attributable to AUTOCENE You will be invoiced for time and materials at AUTOCENE's then-standard Professional Services rates.

2.2. Errors Not Attributable to the Software. AUTOCENE is responsible for providing support for the Software only, not for processes/templates created by You. If You create processes/templates using the Software that do not function properly, AUTOCENE will so notify You, and AUTOCENE shall not proceed, unless so instructed in writing by You. If, upon resolution of an Error, it is determined that Error is not due to the Software or other conditions attributable to AUTOCENE, You will be invoiced for time and materials at AUTOCENE's then-standard Professional Services rates for the time spent in the resolution process.

2.3. Initiation of Support Services by You. Support Services entitle You to receive electronically initiated support for use of the Software. Usage support includes answering questions and providing a reasonable level of guidance to You about the use of the Software, responding to reports of Errors and determining if the reported Error is a result of a problem in the Software. You are responsible for providing documentation sufficient for AUTOCENE to reproduce the Error including a detailed written description of the problem, log files, core dumps, data files, and any other information reasonably requested by AUTOCENE.

3. Support Services Scope.

3.1 You are entitled to receive the following technical Support Services for all technical issues relating to the Software:

3.1.1. AUTOCENE will answer electronic Support Services case submissions from up to the number of individuals designated by You (employees or contractors) requiring assistance ("Application Inquiries"), as stated in Your Order Form(s). If You report an Error or perceived Error in the Software, AUTOCENE will notify Your designated personnel in order to resolve the reported Error.

3.1.2. AUTOCENE will suggest to You which of the recommended Third-Party Software, hardware, and/or service vendors to contact should AUTOCENE determine that the Application Inquiry is not related to an Error or perceived Error in the Software.

3.1.3. You shall contact an AUTOCENE Support Services representative through AUTOCENE's then-current electronic method to report all Application Inquiries. The AUTOCENE Application Inquiry process shall be provided following Your acceptance of this Agreement. You may only communicate with AUTOCENE regarding Support Services through Your designated Support Services contacts who must be Administrative Users. AUTOCENE will not be obliged to communicate with any of Your non-Administrative Users.

4. Support Services Delays.

4.1. Delays. AUTOCENE shall not be liable for any delays or failure to perform technical Support Services resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war, terrorism or other violence, or any law, order or requirement of any governmental agency or authority.

5. Severity Level.

5.1. An AUTOCENE customer support representative will respond to all Support Services requests based upon the following schedule:

5.1.1. Severity Level 1: Four (4) business hours. Severity Level 1 Definition: An instance where the Software is inoperable or critical functionality is not working correctly;

5.1.2. Severity Level 2: Twenty-Four (24) business hours. Severity Level 2 Definition: An instance where the Software has significantly degraded performance or impaired functionality, but where You are still generally able to accomplish Your objectives, perhaps by using a Workaround; or

5.1.3. Severity Level 3: Forty-eight (48) business hours. Severity Level 3 Definition: Any less severe instance or situation with the Software that does not qualify as a Severity Level 1 or Severity Level 2.

5.2. You shall communicate to AUTOCENE at the time of the initial Electronic Support Request which Severity Level is applicable

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

to the issue being reported in such Electronic Support Request. AUTOCENE reserves the right to adjust the Severity Level accordingly in its sole discretion.

6. AUTOCENE Professional Services

6.1. AUTOCENE may provide Professional Services to You for projects that are beyond the scope of the services provided under Maintenance and Support Services. These Professional Services are provided for a fee and could include: planning services, review services, training services, application services, database services, system integration services, and other Professional Services. The Professional Services fees are described in Your Order Form(s), and are subject to change.

7. Maintenance

7.1. If You are current in payment of Your Subscription Fees then You will be entitled to receive Maintenance from AUTOCENE in respect to the applicable Software as further described in this Exhibit A.

7.2. Subject to payment of the applicable Subscription Fees, Maintenance entitles You to receive Updates and Upgrades for Software for which You have subscribed that are released during the applicable Subscription Term(s) for that Software.

7.3. To use the Software identified as an Upgrade, You must first be licensed for the Software identified by AUTOCENE as eligible for the Upgrade. After Upgrading, You may no longer use the Software that formed the basis for the Upgrade eligibility.

EXHIBIT B

HOSTING SERVICES TERMS AND CONDITIONS AND SERVICE LEVEL AGREEMENT

The following terms and conditions are incorporated into the Agreement. Capitalized words not defined in this Exhibit shall have the meaning ascribed to such words in the Agreement.

The terms and conditions of this Exhibit B shall apply for the Software for which You have paid the corresponding Subscription Fees and Hosting Fees for the Subscription Term for such Software. The Subscription Fees and Hosting Fees are described in Your Order Form(s).

1. Definitions.

For the purposes of this Exhibit B and the Agreement, in addition to the capitalized terms defined elsewhere in the Agreement and in other Exhibits to the Agreement, the following terms shall have the meanings ascribed to them as follows:

“Backup” means the method of creating a copy of Your Data for use in the event of a disaster recovery. The method and frequency of backups You will receive, if any, is described in Your Order Form(s).

“Database” means the provisioned container where Your Data is stored. Your Data includes field entries, metadata, attachments, Application Templates and their associated components including schemas, tables, queries, views and other components.

“Dedicated Instance” means an optional configuration of the Software for which You have subscribed where a separate and distinct instance of the Software and Database is provisioned for one customer. Your Order Form(s) will describe if Your configuration is a Dedicated Instance or a Multi-Tenancy Instance.

“Exclusion” means any force majeure condition as contemplated in Section 19 of the Agreement and any other occurrence or circumstance described in Section 6 of this Exhibit.

“Failover” means a configuration of the instance of the Software for which You have subscribed and Your Data that provides continued use of such Software and Your Data in the event of a failure, subject to any defined Exclusions. The method of failover configuration provided, if any, is described in Your Order Form(s).

“Geographic Location” means the physical location where the Software for which You have subscribed and Your Data are geographically located. Geographic Location is stated by country (e.g. USA) and will be specified in Your Order Form(s).

“Hosting Services Provider” means the commercial cloud services provider used by AUTOCENE to host and provide access over the Internet to the Software for which You have subscribed and Your Data.

“Multi-Tenancy Instance” means a configuration of the Software for which You have subscribed in which a single instance of the Software and Database is used to support multiple customers. Individual customer’s data is always segregated within the instance of the applicable Database used in a Multi-Tenancy Instance. Your Order Form(s) will describe if Your configuration is a Dedicated Instance or a Multi-Tenancy Instance.

“Non-Redundant” means a configuration where the Software for which You have subscribed and Your Data is configured in a single environment and automatic failover to a Redundant Environment is NOT provided in the event of a technical failure.

“Planned Downtime” means the period of time the Software for which You have subscribed is unavailable due to maintenance or other factors for which You have been provided at least eight (8) hours prior notice (which notice shall include notice via email). Planned Downtime shall not be considered to be downtime when determining Uptime in any given calendar month for the Software for which You have subscribed.

“Redundancy” or “Redundant Environment” means an optional service which replicates Your Production Environment and switches interactions made by Your Internal Users, External Users, and/or Administrative Users to the replicated environment in the event of a technical failure. Your Redundant Environments, if any, are described in Your Order Form(s).

“Server” and “Virtual Server” means the hardware, which may be physical or virtual, used to operate the Software for which You have subscribed and the associated Database on the Hosting Services Provider’s infrastructure.

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

“Service Level Agreement” means this Exhibit B between You and AUTOCENE, which describes AUTOCENE’s obligations in respect to Your ability to access the Software for which You have subscribed and Your Data. The access level to the Software for which You have subscribed is stated as a percentage of the time such Software is available over one calendar month.

“Service Credit Claim” means Your obligation to notify AUTOCENE of a breach of the Service Level Agreement.

“Service Credit” means a dollar amount credit applied to Your payment account for failures to meet the Uptime commitment for the Software for which You have subscribed during any given calendar month.

“Unplanned Downtime” means the period of time the Software for which You have subscribed is not available and for which You have not been provided at least eight (8) hours prior notice (which notice shall include notice via email). Unplanned Downtime is considered to be downtime when calculating Uptime in any given calendar month, subject to specific Exclusions.

“Uptime” means the percentage of time that the Software for which You have subscribed is available over any given calendar month, stated as a percentage of a given calendar month excluding Planned Downtime and other Exclusions.

2. HOSTING OF THE SOFTWARE

Subject to payment of the applicable Subscription Fees and Hosting Fees, AUTOCENE will provide Hosting Services to You for the Software for which You have subscribed and Your Data under this Exhibit. The Software for which You have subscribed and Your Data will be hosted by AUTOCENE utilizing a commercial Hosting Services Provider of Autocene’s choosing. The specific Hosting Services Provider will be described in Your Order Form(s). AUTOCENE retains the right under this Exhibit and the Agreement to change Hosting Services Providers in the future.

You acknowledge and agree that Non-Production Environments that have been made available for Your use are Multi-Tenancy Instances and may reboot at any time with no notice to You. If You want Non-Production Environments that are Dedicated Instances then such Non-Production Environments are available for additional fees and may be subject to time-bounded usage periods. All Non-Production Environments use SQL Server Express.

3. Third-Party Software.

Subscription licenses to third-party software required to operate the Software within the Hosting Services Provider’s facilities are included with Your Hosting Fees. This third-party software may include Microsoft Windows Server, Microsoft Internet Information Services (IIS) and Microsoft SQL Server Database Software. Other third-party software is required for Your Internal Users, External Users, and Administrative Users to use the Software.

4. SERVICE LEVEL AGREEMENT (SLA) AND SERVICE CREDITS

You are entitled to use the Software for which You have subscribed twenty-four (24) hours per day, seven (7) days per week subject to Planned Downtime and Exclusions. If the Software for which You have subscribed is not available for reasons other than Planned Downtime or Exclusions, then as Your exclusive remedy for such unavailability, all or a portion of the monthly Hosting Fees paid by You for the Software for which You have purchased Hosting Services will be credited to You in the form of Service Credits based on the actual Uptime for such Software, in accordance with the following table.

Uptime in any given calendar month not including Planned Downtime and Exclusions.	Service Credit as a percentage of Your monthly Hosting Fees for the affected Software based on the applicable Uptime for such Software for such month
≥ 99%	0%
≥ 97% to <99%	5%
≥ 95% to <97%	25%
≤95%	100%

Subject to Your submission of a Service Credit Claim within ten (10) days of the end of a month in which You believe a Service Credit is due to You, a Service Credit will be applied to Your account, in accordance with the table above if such Service Credit Claim is validated by AUTOCENE. If Your Hosting Fees are being paid monthly in advance, this calculated amount will be applied to Your next invoice and the required payment will be reduced by the amount of the calculated Service Credit. If You have paid Your Hosting Fees in advance, You will receive a refund equal to the amount of the Service Credit, which will be paid within thirty (30) calendar days from the date of Autocene’s validation of Your Service Credit Claim. Service Credits are calculated

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

based on Your monthly Hosting Fee and do not apply to Your monthly Subscription Fees, Professional Services fees or any other fees charged by AUTOCENE.

5. SERVICE LEVEL AGREEMENT CLAIMS.

All Service Credit Claims must be made to AUTOCENE in writing or by email within ten (10) days of the end of the month in which You believe You are entitled to a Service Credit. Your Service Credit Claim must include all relevant information, including IP addresses, a full description of the incident, and any logs (if applicable). Valid Service Credit Claims will be credited in accordance with the procedures set forth in Section 4 above. In order to qualify for a Service Credit, You must be current on all payment obligations with AUTOCENE, and not be in violation of the terms of the Agreement.

The Uptime percentage is calculated as follows:

$$\frac{\text{Total number of minutes in the calendar month the Software for which You subscribed was available including Exclusion minutes and Planned Downtime minutes}}{\text{Total number of minutes in the calendar month}} = \text{Uptime}$$

Total cumulative Service Credits during any given month shall not exceed Your monthly Hosting Fees for that month.

6. EXCLUSIONS

The following circumstances shall constitute Exclusions:

- unavailability of the Software due to factors outside AUTOCENE's reasonable control;
- unavailability of the Software due to Your use of third-party hardware or software that caused the unavailability of the Software;
- unavailability of the Software due to Internet outages;
- unavailability of the Software due to force majeure events;
- unavailability of the Software due to Your use of the Software after AUTOCENE has advised You to modify Your use of the Software, if You have not modified Your use as advised;
- unavailability of the Software attributable to the acts or omissions of You or Your employees, agents, contractors, or vendors, or anyone gaining access to the Software by means of Your passwords or equipment;
- unavailability of the Software attributable any equipment or software provided by You or by anyone other than AUTOCENE;
- unavailability of the Software due to any breach by You of the Agreement or this Exhibit B; and
- Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within AUTOCENE's possession or reasonable control and denial of service attacks.

Disclaimer of Actions Caused by and/or Under the Control of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT AUTOCENE DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE HOSTING SERVICES PROVIDER'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH AUTOCENE WILL USE COMMERCIAL REASONABLE EFFORTS TO TAKE ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, AUTOCENE CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, AUTOCENE DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

7. PLANNED DOWNTIME INCLUDING SOFTWARE UPDATES AND UPGRADES

The service is designed to operate 24-hours per day and seven (7) days per week. Periodically, the system will be taken offline to permit AUTOCENE to conduct system maintenance, install Updates and Upgrades, and to provide other maintenance. When possible, this Planned Downtime is conducted between 9 PM, Eastern Friday through 8 AM, Eastern Monday. AUTOCENE will notify You with at least an eight (8) hour notice. If unavoidable, the Planned Downtime may occur at any time. Planned Downtime that occurs with at least an eight (8) hour notice, shall be consider an Exclusion.

8. MULTI-TENANCY AND DEDICATED INSTANCES

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

The Service may be configured as a Multi-Tenancy Instance or as a Dedicated Instance. For Multi-Tenancy Instances, Your Data will be segregated within a shared instance of the Database for such Multi-Tenancy Instance. For Dedicated Instances, You will obtain a dedicated instance of a Database and only Your Data will be contained within this Database. Your Order Form(s) will specify whether the Software for which You have subscribed is operating as a Dedicated Instance or a Multi-Tenancy Instance.