OMES State of Oklahoma
OFFICE OF MANAGEMENT
& ENTERPRISE SERVICES
Office of Management and Enterprise Services

ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH NEOPOST USA INC.
IN CONNECTION WITH MASTER AGREEMENT NO: ADSPO16-169901

This Addendum 1 ("Addendum") is an Amendment to the Participating Addendum with Neopost USA Inc., in connection with Master Agreement No: ADSPO16-169901 Oklahoma Contract No.: SW1008N and is effective March 8, 2018.

Recitals

Whereas, the State of Oklahoma by and through the Office of Management and Enterprise Services entered into a Participating Addendum through the NASPO ValuePoint Cooperative Purchasing Program as of October 31, 2017; and

Whereas, the State and Neopost USA Inc. (Neopost), have negotiated the final terms under which Neopost will perform the Services under the Contract.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. **Addendum Purpose.**

   This Addendum 1 memorializes the agreement of the parties with respect to negotiated terms of the Software License Agreement with Neopost as of even date with execution of this Addendum.

2. **Negotiated Documents of the Contract.**

   2.1. The parties have negotiated certain terms of the Software License Agreement.

   2.2. The Participating Addendum is amended to include the Software License Agreement which is attached hereto and incorporated herein.

   2.3. Accordingly, any reference to a Software License Agreement refers to such Software License Agreement as it may have been amended. If and to the extent any provision is in multiple

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documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

State of Oklahoma by and through the Office of Management and Enterprise Services

By: _____

Name: Matt Singleton

Title: COO

Date: 3/21/18

Neopost USA Inc.

By: _____

Name: Kevin O'Connor

Title: VP US Marketing

Date: 3/8/2018

ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH NEOPOST USA INC.

This Addendum 1 ("Addendum") is an Amendment to the Participating Addendum ("PA") to the Master Agreement No: ADSO16-169901 with Neopost USA Inc., and is effective March 8, 2018.

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (this "Agreement" or "SLA") is a Contract Document in connection with Oklahoma Contract No.: SW1008N Participating Addendum (the "Participating Addendum") entered into between the State of Oklahoma by and through the Office of Management and Enterprise Services ("State of Oklahoma") and Neopost USA Inc. ("Neopost" or "Vendor"), executed as a result of, and in connection with, the Master Agreement No: ADSPO16-169901 (the "Master Agreement"), the terms of which are incorporated herein. In this Agreement the words "You" and "Your" mean the Purchasing Entity, as defined in Exhibit No.1, §1(C) to the Participating Addendum, which is the entity that is identified as the Customer on the Order Form. "We," "Us," "Our," and "Vendor" mean Neopost USA Inc. Program Maintenance set forth in Exhibit A and Professional Services Agreement set forth in Exhibit B, both of which are attached hereto, are hereby incorporated in and made a part of this Agreement.

1. Definitions

1.1 **"Documentation"** shall mean the manuals published and made generally available by Us for the Program(s). Documentation shall include any updated Documentation that We provide with updates.

1.2 **"Maintenance Services"** shall mean the services set forth in Section 4.

1.3 **"Order Form(s)"** shall mean a document by which You order the Program and any related Maintenance Services. For the avoidance of doubt, and Order Form can include a Purchase Order from You.

1.4 **"Page"** shall mean a single page in a printed or emailed document.

1.5 **"Program(s)"** shall mean Our OMS-500 software program, including any updates to such software.

1.6 **"Purchased Pages"** shall mean the number of Pages that You have purchased as determined by the license version set forth on the Order Form. The number of Purchased Pages included with each license version is as follows:

License Version	Purchased Pages
Standard	600,000
Office	1,200,000
Pro	5,000,000
Enterprise	10,000,000

1.7 **"Site"** shall mean the location at which the Program(s) will be installed, as specified in the Order Form(s).

1.8 **"Specifications"** shall mean the hardware and software platforms that are supported by Us and required for the Program to properly operate. The Specifications are expressly set forth in the Documentation.

1.9 **"Support Term"** shall mean the term of the Maintenance Services as set forth in the applicable Order Form for the Program.

2. License Grant, Reservations, and Restrictions

2.1 **Grant.** Subject to the terms and conditions of this Agreement, for each instance of the Program on the accompanying Order Form, We hereby grant You a perpetual, nonexclusive, royalty free, nonassignable and revocable license, without the right to grant sublicenses, to use one (1) instance of the Program at the Site for Your own internal business purposes.

2.2 **Page Restrictions. Your ability to use the Program is limited by the number of Purchased Pages and You will be unable to use the Program if you have no unused Purchased Pages available. You shall have up to twelve (12) months from the installation of the Program to use the Purchased Pages.** At the end of such period (i) any unused Purchased Pages shall be immediately forfeited; and (ii) you will receive additional allotment of Purchased Pages. For each additional twelve (12) month period, You shall receive an additional allotment of Purchased Pages to be used during such year. At the end of each twelve (12) month period, any unused Purchased Pages shall be immediately forfeited.

2.3 **Additional License Restrictions.** The rights granted in this Agreement are subject to the following additional restrictions: (i) You may not reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code of the Program; (ii) You may not sublicense or use the Program for commercial time-sharing, rental, outsourcing, or service bureau use; and (iii) with regard to any and all copies of the Program and Documentation, You shall only make exact copies of the versions as originally delivered by Us. You shall ensure that each copy contains all titles, trademarks, and copyright and restricted rights notices as in the original, and all such copies shall be subject to the terms and conditions of this Agreement.

2.4 **Documentation License.** Subject to the terms and conditions of this Agreement, We hereby grant You a perpetual, nonexclusive royalty free, nonassignable and revocable license, without the right to grant sublicenses, to use the Documentation solely for purposes of supporting Your use of the Program in accordance with the terms of the Documentation.

2.5 **License to Copy.** Subject to the terms and conditions of this Agreement, We hereby grant You a License to (i) make one (1) additional copy of the Program solely for archival, emergency back-up, testing, or disaster recovery purposes; and (ii) copy the Documentation as reasonably necessary to use the Program.

2.6 **Retention of Rights.** We reserve all rights not expressly granted to You in this Agreement. Without limiting the generality of the foregoing, You acknowledge and agree that: (i) except as specifically set forth in this Agreement, We and Our suppliers retain all rights, title and interest in and to the Programs and Documentation, and You acknowledge and agree that You do not acquire any rights, express or implied in or to the Programs and Documentation, except as specifically set forth in this Agreement; (ii) any configuration or deployment of the Programs shall not affect

or diminish Our rights, title, and interest in and to the Programs; and (iii) if You suggest any new features, functionality, or performance for the Programs that We subsequently incorporate into the Programs, You herebygrant Us a worldwide, non-exclusive, royalty-free, perpetual right and license to use and incorporate such suggestions into the Programs. You acknowledge that the Programs incorporating such new features, functionality, or performance shall be Our sole and exclusive property. You agree not to remove, alter or otherwise obscure any proprietary rights notices appearing in the Programs or Documentation.

2.7   Assignment. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned, sublicensed, or otherwise transferred, in whole or in part, by You, and any such attempted assignment shall be void and of no effect without Our advance written consent, which will not be unreasonably withheld or delayed.

3.   Delivery and Activation of the Program. We will send You an email containing Your license serial number (the "License Registration Email").

4.   Maintenance Services for Program. We shall provide You with Maintenance Services, as set forth in the Program Maintenance document attached hereto as Exhibit A, during the Support Term.

5.   Term and Termination

5.1   Term. The license granted for each Program on the Order Form under this Agreement shall commence when we send You the License Registration Email and shall remain in effect perpetually unless this Agreement is terminated as provided in Section 5.2.

5.2   Termination by Either Party For Material Breach. Either party may terminate an Order Form or a Statement of Work upon written notice if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice specifying the breach in detail; provided, however, that You may terminate Maintenance Services only if We materially breach our obligations with regard to such services and fail to cure, or to begin in good faith to cure, the breach within sixty (60) days following written notice from You specifying the breach in detail. In the event of termination of Maintenance Services, You shall be liable only for payment for Maintenance Services through the termination date and shall receive a pro-rata refund of any unused, prepaid fees.

5.3   Effect of Termination. If this Agreement terminates, (i) You shall cease using the applicable Programs, and Documentation; (ii)any unused Purchase Pages shall be immediately forfeited. ; and Termination of this Agreement shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve You of Your obligation to pay all undisputed fees that have accrued or are otherwise owed by You under any Order Form. The parties' rights and obligations under Sections 2.6, 6, 7.1.4, 7.2, 8, 10, and 11 of this Agreement shall survive termination of this Agreement.

6.   Intellectual Property Indemnification.

**6.1   **If a third party makes a claim against You alleging that a Program directly infringes any patent, copyright, or trademark or misappropriates any trade secret ("IP Claim"), We will indemnify, defend, and hold You harmless against the IP Claim and pay all costs, damages and expenses (including reasonable legal fees) arising out of such IP Claim, *provided that:* (i) You promptly notify Us in writing after You first become aware of an actual or potential IP Claim; and

(iii) You provide Us, at Our request and expense, with the assistance, information and authority that We reasonably ask You to provide to Us to perform Our obligations under this Section. Notwithstanding the foregoing, We shall have no liability to You for any IP Claim based on (a) the use of a superseded or altered release of the Program if the infringement would have been avoided by the use of a current unaltered release of the Program, which We provided to You, (b) any modification, by You or by a third party on Your behalf, of the Program, and to the extent said modification is the sole cause of the IP Claim, or (c) the use of the Program in any way other than in accordance with the Documentation and in full compliance with the terms of this Agreement, and said use is the sole cause of the IP Claim.

**6.2   **If, due to an IP Claim or the threat of an IP Claim, (i) the Programs are held by a court of competent jurisdiction, or in Our reasonable judgment may be held by a court of competent jurisdiction to infringe a third party IP right, or (ii) You receive a valid court order enjoining You from using the Programs, or in Our reasonable judgment You may receive such an order, You agree to permit Us, in Our reasonable judgment and at Our expense, to: (a) replace or modify the Program to be non-infringing, provided that the replacement Program contain substantially similar functionality; (b) obtain for You a license to continue using the Program; or (c) if non-infringing Program or a license to use cannot be obtained, You agree to permit Us to terminate the license for the infringing Program on a date reasonably specified by Us (the "Termination Date") and refund the pro- rated license fees and Maintenance Fees paid for such Program as of the Termination Date and You agree to stop using the Program no later than the Termination Date. This Section 6 states Our entire liability and Your exclusive remedy for any IP Claim or any other claim of infringement related to the Programs.

7.   Warranties and Remedies

7.1   Limited Warranties and Disclaimers

7.1.1   Program Warranty. For as long as You have Maintenance Services, We warrant that the Programs will perform in all material respects the functions described in the Documentation when operated on in accordance with the Specifications.

7.1.2   Anti-Virus Warranty. We warrant that the Program as delivered by Us does not contain any virus software code.

7.1.3   Documentation Warranty. We warrant that the Documentation is fit for the purposes reasonably required by a person with adequate knowledge, training and experience to operate the Programs.

7.1.4   Disclaimers. We do not warrant that (i) the Programs will meet Your requirements, (ii) the Programs will operate in combinations with other hardware, software, systems or data not provided by Us (except as otherwise set forth in the Specifications) which You may select for   use,

(iii) the operation of the Programs will be uninterrupted or error-free, (iv) the Programs will continue to interface with third-party programs or services when such program or services are outside Our control, or (v) all Program errors will be corrected, provided, however, that if You are current on Maintenance Services fees, We shall be obligated to provide Maintenance Services. THESE SOFTWARE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR

STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND QUALITY OF SERVICE. OUR WARRANTIES CONTAINED HEREIN RUN ONLY TO YOU, AND ARE NOT EXTENDED TO ANY THIRD PARTIES.

7.2   Exclusive Remedies. You must report in writing any breach of the warranties contained in Sections 7.1.1, to Us within 15 days of the relevant warranty period expiring.

7.2.1   Program Warranty. To use commercially reasonable efforts to correct or provide a workaround for Program errors that cause a breach of this warranty.

7.2.2   Anti-virus Warranty. The immediate replacement of all copies of the affected Programs in Your possession with copies that do not contain such virus code. You shall additionally have the right to Your proven direct damages, subject to the limitation of liability set forth in Section 8.

7.2.3   Documentation Warranty. To use commercially reasonable efforts to revise the Documentation to correct deficiencies that cause a breach of this warranty.

8.   Limitation of Liability.
IN NO EVENT SHALL WE OR OUR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, DATA OR USE, INCURRED BY EITHER PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF
SUCH DAMAGES. Notwithstanding anything to the contrary in this Contract, the foregoing provisions of this Section shall not apply to or limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Vendor; the Vendor's indemnity obligations under this Contract; Vendor's confidentiality obligations under this Contract; the bad faith, gross negligence or intentional misconduct of the Vendor or its employees, agents and subcontractors; or other acts for which applicable law does not allow exemption from liability.

9.   Payment Provisions

9.1   License Fees. In consideration of the license granted herein, You agree to make the payments set forth in the Participating Addendum. We shall invoice you for the license fees once We accept this Agreement. You agree to pay all of Our valid invoices within forty-five (45) days of receipt.

9.2   Maintenance Fees. Maintenance fees are built into the monthly lease pricing.

10.   Confidentiality

10.1   Obligation of Confidentiality. Each party agrees that it shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable care, to prevent the unauthorized use or the disclosure of such Confidential Information to third parties. The Confidential Information shall be disclosed only to employees and consultants of a recipient with a "need to know" who are instructed to not disclose third party confidential information, and who shall use the Confidential Information only for the purpose set

forth above. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as stated hereunder.

10.2   Return of Confidential Information. Upon the written request of the disclosing party, the recipient shall promptly return all copies of the Confidential Information, in whatever form or media, to the disclosing party or, at the direction of such party, destroy the same. The recipient shall certify in writing to the other such return or destruction within ten (10) days thereafter.

10.3   Exceptions to Confidential Information. The obligations set forth in Section 10.1 shall not apply to the extent that Confidential Information includes information which: (i) now or hereafter, through no unauthorized act or failure to act on the Receiving Party's part, in the public domain; (ii) known to the Receiving Party without an obligation of confidentiality at the time the Receiving Party receives the same from the Disclosing Party, as evidenced by written records; (iii) hereafter furnished to the Receiving Party by a third party as a matter of right and without restriction on disclosure; (iv) furnished to others by the Disclosing Party without restriction on disclosure; or (v) independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information. Nothing in this Agreement shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, the Receiving Party shall (a) assert the confidential nature of the Confidential Information to the agency; (b) immediately notify the Disclosing Party in writing of the agency's order or request to disclose; and (c) cooperate fully with the Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.

10.4   Compelled Disclosure. By virtue of the Agreement, Client may be exposed to or be provided with certain confidential and proprietary information of Neopost. Neopost shall clearly mark any such information as confidential. ("Confidential Information"). Client is a state agency and subject to the Oklahoma Open Records Act and Neopost acknowledges information marked Confidential Information will be disclosed to the extent permitted under Client's Open Records Act and in accordance with this section. Client will not use Neopost's Confidential Information for purposes other than those necessary to directly further the purposes of the Agreement.

11.   General Terms

11.1   Governing Law. Arbitration; Choice of Law; Venue; and Attorney's Fees.

11.1.1   Intentionally Left Blank - See Section 8 and 9 of Exhibit 1 to Participating Addendum.

11.2   Notices. All notices required to be sent hereunder shall be in writing and shall be deemed to have been given upon (i) the date sent by confirmed facsimile, (ii) on the date it was delivered by courier, or (iii) if by certified mail return

receipt requested, on the date received, to the addresses set forth above and to the attention of the signatories of this Agreement and the relevant Order Form, or to such other address or individual as the parties may specify from time to time by written notice to the other party.

11.3 **Injunctive Relief**. Each party acknowledges and agrees that in the event of a material breach of this Agreement, including but not limited to a breach of Section 2 of this Agreement, the non-breaching party shall be entitled to seek immediate injunctive relief, in addition to whatever remedies it might have at law or under this Agreement.

11.4 **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

11.5 **Waiver.** The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach..

11.6 **Force Majeure**.

11.6.1 **Intentionally Left Blank** - See Section 11 of Exhibit 1 to Participating Addendum.

11.7 **Export Controls**. You agree to comply fully with all relevant export laws and regulations of the United States, including but not limited to the U.S. Export Administration Regulations (collectively, "U.S. Export Controls"). Without limiting the generality of the foregoing, You expressly agree that You shall not, and shall cause Your representatives to agree not to, export, directly or indirectly, re-export, divert, or transfer the Programs, Documentation or any direct product thereof to any destination, company or person restricted or prohibited by U.S. Export Controls.

11.8 **Relationship Between the Parties.** We are an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

11.9 **Entire Agreement**. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of the State of Oklahoma and Neopost. The terms and conditions set forth in this Agreement and in any Order Form shall control in the event that there are different or additional terms set forth in any purchase order submitted by You or invoice issued by Us. The terms and conditions of each Order Form, that have been signed and agreed upon by each party, shall incorporate the terms and conditions of this Agreement and shall control over any conflicting terms and conditions contained in this Agreement.

ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH NEOPOST USA INC.

This Addendum 1 ("Addendum") is an Amendment to the Participating Addendum ("PA") to the Master Agreement No: ADSO16-169901 with Neopost USA Inc., and is effective March 8, 2018.

EXHIBIT A
Program Maintenance

1. Definitions

1.1 **"Business Day"** means Monday through Friday from 8:00 a.m. to 5:00 p.m. EST, excluding Our holidays.

1.2 **"Derelease"** means to eliminate Maintenance Services for a version of the Program. We will provide 90 days notice prior to any Derelease of a version of the Program.

1.4 **"First Level Support"** means the support provided to Your Designated Support Contacts by Us or Our authorized representatives, which shall include (i) taking the initial call for assistance, (ii) reporting, documenting, and tracking support queries, and (iii) either providing the applicable solution or workaround for a given Incident, or routing such Incident to Second Level Support in accordance with the Support Services set forth in Section 3 below.

1.5 **"Incident"** means a malfunction that degrades or impairs Your use of the functionality included within the Program, excluding changes made without Our consent.

1.6 **"Operation Hour"** means a full hour that occurs during a Business Day.

1.7 **"Second Level Support"** means the intermediate-level support provided by Us or Our authorized representative technical support personnel pursuant to the Support Services set forth in Section 3 below.

1.8 **"Support Term"** has the meaning set forth on the corresponding Order Form or invoice.

2 Maintenance Services.
In consideration for payment of the Maintenance Services fee set forth on the Order Form, during the Support Term, and upon Your request, We will provide to You Maintenance Services including: updates for the Program(s) and associated supporting Documentation made generally available by Us; and commercially reasonable efforts to correct any Incidents.

3 Support Services.
In consideration for payment of the Maintenance Services fee set forth on the Order Form, during the Support Term, and upon Your request, We or Our authorized representative will provide You with the following Support Services ("Support") on Business Days:

3.1 **First Level Support.** We will provide First Level Support to the Designated Support Contacts via email or telephone during the Business Day. First level support may request remote connection to Your system running the Program(s). When contacting Us for First Level Support, the Designated Support Contact will provide a description of the Incident, any error messages generated by the Program, and the Designated Support Contact's estimated priority classification of the Incident. First Level Support will issue a Neopost Support request ID number during Operation Hours promptly after receipt of the call.

3.2 **Escalation to Second Level Support.** If First Level Support is unable to resolve an Incident after using commercially reasonable efforts to do so, First Level Support will escalate the Incident to Second Level Support. Second level support may require remote connection to Your system running the Program.

3.3 **Response.** Upon receipt of a support request from a Designated Support Contact, We will use commercially reasonable efforts to promptly contact the Designated Support Contact via email, telephone, or other means in Our reasonable discretion, to confirm the priority level of the service call. We will determine the final classification of the priority level for the Incident. We will use commercially reasonable efforts to respond to reported Incidents according to the following schedule:

Priority	Title & Explanation	Response Time*
1	**Fatal** – Incident preventing all useful work from being done. This condition is generally characterized by complete system failure. Priority 1 issues only pertain to systems in production and do not include test or development systems	3 Operation Hours
2	**Severe Impact** – Incident disabling major functions from being performed. This condition exists when the Neopost Software is partially inoperative, but are still usable by You and the impact is one of inconvenience. Priority 2 issues only pertain to systems in production and do not include test or development systems	6 Operation Hours
3	**Degraded Operations** – Incident disabling only certain nonessential functions. This condition exists when the Neopost Software is usable by You, but with limited functions	2 Business Days
4	**Minimal Impact** – Includes all other Incidents. This condition exists when the Neopost Software is usable and the Incidents result in a minor failure that involves individual components of the system	7 Business Days

*Response Time is calculated from the time a Neopost Support ID is generated

3.4 **Tracking.** We will track Support requests and provide You with reasonable access to the status of the applicable Incident.

3.5 **Assistance.** After escalation to Second Level Support, You will continue to assist Us in the diagnosis of an Incident by providing information and documentation and by performing reasonable tests requested by Our Support personnel.

3.6 **Exclusions.** Maintenance Services shall not include any: (i) configuration services that may be required to utilize new versions of the Program; (ii) services that are required due to a change in Your requirements or Your computing environment;

(iii) Program(s) modified without Our consent; (iv) Program(s) installed on an operating platform that is inconsistent with the Specifications; (v) third party software not embedded in the Program(s) or provided to You by Us; or (vi) Dereleased versions of the Program.

2. Orders for Project Services

2.1 "**Project Services**" shall mean all services provided pursuant to this Agreement including, but not limited to, software configuration, software development, installation, user training, and other on-site support services.

2.2 **Projects and SOWs.** We shall perform certain Project Services for You from time to time (each a "Project") in accordance with the terms of this Agreement and a Statement of Work ("SOW"). For each Project that We agree to perform, a SOW will be executed by both parties, setting forth at a minimum: (i) the scope of work, and (ii) the agreed upon schedule of completion dates, if any. In addition, an Order Form will be signed for each Project. The scope of an executed SOW may be changed only via a change notice in the form of an executed Change Order Request ("COR") and accompanying Order Form.

2.3 **Work Schedule.** We will perform Project Services under this Agreement based on a schedule mutually agreed upon between Us and You, during Our regular working hours, 8 a.m. to 5 p.m. (Central time) Monday through Friday unless otherwise specified in the SOW and agreed upon by both parties in writing.

3. **Term.** This Agreement shall become effective upon execution of the Order Form and shall remain in force until Project completion, unless terminated earlier as provided herein.

4. Access to Your Facilities.

4.1 **Access.** With notice and during regular business hours, You agree to provide Our personnel with access to Your facilities and equipment sufficient to enable Us to perform Our obligations under this Agreement, and to provide a secure office or work area including heat, light, ventilation, electrical current, internet connectivity and electrical outlets for use by Our personnel, unless otherwise agreed.

4.2 **Compliance with Your Security Requirements.** Our personnel shall comply with all of Your reasonable security requirements while on Your premises. However, We shall not be responsible for delays in performing Project Services due to Your failure to provide Our personnel with access to Your facilities, or due to Your security requirements.

5. Payment Terms

5.1 **General.** As full consideration for the performance of each Project, You shall pay Us the amount agreed upon and specified in the Order Form, which shall be inclusive of all costs and expenses incurred by Us in completing such Project subject to Section 7.2(4) Costs and Payments in the Master Agreement.

5.2 **Taxes.** Charges stated herein are exclusive of all federal, state, municipal or other government excise, sales, use, occupational or like taxes now in force or enacted in the future.

5.3 **Suspension of Work.** We may suspend Our performance if You become delinquent in the payment of any invoice and fail to cure such delinquency within five (5) days following notice thereof, subject to Section 7. Appropriation of Funds in the MLA, which is attached to the Participating Addendum.

6. **Warranty.** We warrant that Our Project Services will be of a professional quality conforming to generally accepted industry standards and practices and meet the requirements set forth in the respective SOW. Upon notification by You of any defect or other condition covered by this warranty, We will promptly work with You to correct such defect or condition. The duration of this warranty is one year after the services are rendered.

7. Work Product

7.1 **Ownership.** For purposes of this Agreement, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Us in connection with the Services performed hereunder. All such Work Product shall at all times be and remain Our sole and exclusive property. We will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that We deem appropriate.

7.2 **License Grant.** To the extent any Work Product is necessary for You to use the Program as set forth in the License, We hereby grant You a limited, non-exclusive license to use such Work Product in connection with the Program. The scope of such license shall be subject to the limitations set forth in Section 2 of the License.

8. Termination for Cause

8.1 Either party shall have the right to terminate this Agreement for cause if the other party:

(A) fails to perform any material term or condition of this Agreement, and does not remedy the failure within thirty (30) days after receipt of written notice of such default given by the non-defaulting party provided, however, that You may terminate this Agreement only if We materially breach the provisions of the SOW and fail to cure the breach within sixty (60) days following written notice from You specifying the breach in detail; or

(B) becomes insolvent, files or has filed against it a petition under applicable bankruptcy or insolvency laws which is not dismissed within ninety (90) days, proposes any dissolution, composition or financial reorganization with creditors, makes an assignment for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to any property or business of the defaulting party.

8.2 The termination or expiration of this Agreement shall in no way relieve either party from its obligations to pay the other party any sums accrued hereunder prior to such termination or expiration, or affect the limitation of liability stated herein. All warranty and confidentiality provisions shall remain in effect for their stated duration.