

ASSETWORKS USA INC. MASTER AGREEMENT

This Master Agreement is between AssetWorks USA, Inc., with offices located at 6300 Bridge Point Parkway, Suite 1-240, Austin, TX 78732 ("AssetWorks"), and _____, with offices located at _____ ("Customer") (Individually a "Party" and jointly the "Parties"). The Master Agreement consists of the terms and conditions listed below, as well as the details on the Order Form and the listed Attachments (together, the "Agreement"). Any Quote or Statement of Work ("SOW") signed by the Parties shall be designated as an Order Form for this Agreement. Order Forms are effective on the date it is signed by both Parties ("Effective Date").

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

These terms shall apply to the products, software, and services on the Order Form as applicable:

Attachment 1	Software License Terms
Attachment 2	Software Maintenance Terms
Attachment 3	Professional Services Terms
Attachment 4	SaaS Terms
Attachment 5	Hardware Terms

1. FEES, PAYMENT, AND TAXES.

- A. For recurring services, unless otherwise stated in the Order Form, AssetWorks shall invoice Customer in advance. All invoiced fees shall be due and payable within 30 days of the date of the invoice. For Professional Services, invoices shall be sent either monthly as rendered or upon completion of milestones (as defined in the SOW included in the Order Form) and include charges defined in the Order Form unless otherwise specifically stated in the Order Form. All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset. The pricing on the Order Form is based upon the quantities listed at the time of purchase. If the number of licenses, assets or sites changes, the pricing is subject to change.
- B. Any amounts not paid when due will be subject to interest accrued at 12% per annum compounded quarterly, which interest will be immediately due and payable from the due date for payment until the date of actual receipt of the amount in cleared funds by AssetWorks. Interest payments that are accrued during billing disputes will be credited back to the Customer if said dispute is found to be through no fault of the Customer.
- C. Customer will be considered delinquent if payment in full is not received 45 days from the date of the invoice. AssetWorks reserves the right to suspend or terminate this Agreement and Customer access to the Service if the Customer account becomes delinquent and is not cured within 10 days. Customer will continue to be charged and hereby agrees to pay for Service during any period of suspension. Customer's failure to pay any invoice after this 10-day period shall constitute a material default hereunder and shall entitle AssetWorks to exercise any and all rights and remedies provided herein or at law including a suspension of Services under the Agreement. If Customer or AssetWorks initiate termination under any provision of the Agreement other than under Section 6, Customer will be obligated to pay the balance due for the remainder of the term for its account computed in accordance with the Order Form. Customer agrees that it shall be billed for such unpaid fees. In the event of a dispute between the Parties that does not result in a termination of the Agreement, Customer agrees to make all Monthly Service Fee payments due under the Agreement pending the resolution of any dispute.
- D. Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay AssetWorks in full for Services provided to Customer under this Agreement within 30 days of the invoice date.
- E. **TAXES:**
 - A. In no event whatsoever shall AssetWorks be liable for sales, use, business, gross receipts, or any other tax that may be levied by any State or Federal Government entity against a contractor to such governmental entity other than taxes upon income earned by AssetWorks for the goods and/or services provided pursuant this Agreement. This exclusion of tax liability is also applicable to any goods and/or services that may be provided by AssetWorks under any later Order Form or amendment hereto regardless of changes in legislation or policy.
 - B. In the event a taxing authority conducts an audit of this Agreement and determines that an additional tax should have been imposed on the Services or Deliverables provided by AssetWorks to Customer (other than those taxes levied on AssetWorks income), Customer shall reimburse AssetWorks for any such additional tax, including interest and penalties thereon. Similarly, if a taxing authority determines that a refund of tax is due as it relates to the Services or Deliverables provided by AssetWorks to Customer (except those taxes relating to AssetWorks income), AssetWorks shall reimburse Customer such refund, including any interest paid thereon by the taxing authority.

2. CONFIDENTIALITY and NON-DISCLOSURE

A. Confidentiality

- 1. Because either Party may have access to information of the other Party that the other Party considers to be confidential or proprietary ("Confidential Information"), each Party will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this Agreement and any applicable SOW. Nothing herein will be deemed to restrict a Party from disclosing Confidential Information to its employees and subcontractors in the discharge of such obligations. The Parties agree that AssetWork's SOC2 reports may be provided under this Agreement and shall not be disclosed to any other party without the express written consent of AssetWorks.
- 2. Confidential Information will not include information that (i) is, or becomes, generally known or available through no fault of the, recipient; (ii) is known to the recipient at the time of its receipt from the disclosing Party; (iii) the disclosing Party provides to a third party without restrictions on disclosure; (iv) is subsequently and rightfully provided to the recipient by a third party without restriction on disclosure; (v) is independently developed by the recipient, without reference to the disclosing Party's Confidential Information; or (vi) is required to be disclosed pursuant to a governmental agency or court subpoena, provided the recipient promptly

notifies the disclosing Party of such subpoena to allow it reasonable time to seek a protective order or other appropriate relief.

3. Because of the unique nature of the Confidential Information, each Party agrees that the disclosing Party may suffer irreparable harm in the event the recipient fails to comply with its obligations under this Section 2, and that monetary damages may be inadequate to compensate the disclosing Party for such breach. Accordingly, the recipient agrees that the disclosing Party may, in addition to any other remedies available to it, be entitled to injunctive relief.

B. Non-Disclosure

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

3. INTELLECTUAL PROPERTY

- A.** Customer and AssetWorks shall each retain ownership of, and all right, title, and interest in and to, their respective pre-existing Intellectual Property.
- B.** The Services performed, code developed, and any Intellectual Property produced pursuant to this Agreement are not "works for hire."
- C.** As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, copyright, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Statement of Work or Deliverable whether or not first created or developed by AssetWorks in providing the Services.
- D.** Notwithstanding any order of precedence language, or other conflicting terms and conditions contained in any document considered to be part of this Agreement, regardless of incorporation method, including, but not limited to, (i) click-through process, (ii) attaching a copy hereto, (iii) reference, or (iv) similar processes are for Customer's internal purposes only and any provisions contained therein shall have no effect whatsoever upon this Agreement. For clarity, execution of a Customer Purchase Order shall be considered an acknowledgement of receipt of said Customer Purchase Order and shall not be deemed to satisfy the terms of Section 15 Amendments/Supplements of this Agreement.
- E.** The terms of this Section 3. Intellectual Property shall take precedence over any/all conflicting terms and conditions located elsewhere, and any conflicting terms are specifically objected to and rejected by AssetWorks.

4. TERM. The Term of the Agreement shall commence as of the Effective Date and shall continue for one (1) year ("Initial Term") unless terminated earlier as set forth below. At the end of the Initial Term, the Agreement shall automatically renew for successive 1-year terms unless or until either Party provides the other Party with written notice of non-renewal at least 90 days prior to the end of the then current term. If customer fails to renew any term or fails to pay the invoice for the renewal term, AssetWorks reserves the right to suspend or terminate this Agreement and Customer access to the Service. Customer will continue to be charged and hereby agrees to pay for Service during any period of suspension, up to and including the date the Agreement is terminated per this Section 4. Customer's failure to pay any invoice shall constitute a material default hereunder and shall entitle AssetWorks to exercise any and all rights and remedies provided herein or at law.

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

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

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

If Customer terminates this Agreement other than pursuant to this Section 6, a Service Termination Fee equal to 100% of the current Annual Service Fees times the number of remaining years in the Term of this Agreement.

7. GOVERNING LAW; VENUE. The Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to choice-of-law principles. The sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and Federal courts in Delaware. Both Parties consent to the jurisdiction of such courts and waive any objections regarding venue in such courts.

8. ASSIGNMENT. Neither the Agreement nor any duties or obligations hereunder shall be assigned or transferred by Customer without the prior written approval of AssetWorks, which approval may be withheld in the reasonable judgment of the AssetWorks. Customer agrees that AssetWorks may assign its obligations to a third-party without consent of customer in the event of an internal reorganization. All fees will remain intact as outlined in the Order Form.

9. SEVERABILITY. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

10. ENTIRE AGREEMENT.

- A.** The Agreement and any schedules and exhibits thereto contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous proposals, discussions, agreements, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof or the Services to be provided hereunder.
- B.** This Agreement may be updated or amended by AssetWorks at any time, with or without notice to Customer. Updated or amended Agreement terms are incorporated herein by this reference. Customer is advised and acknowledges Customer's responsibility to monitor any updates or amendments to the terms of this Agreement by accessing the Agreement located at the following link, <https://equipsoftware.co/equip-msa/>.
- C.** Customer acknowledges the foregoing link is also provided in AssetWorks Quotes, SOWs or Order Forms. Customer's continued use of any of the products or services offered by AssetWorks that are purchased and subsequently used by Customer shall constitute of acceptance of the terms and conditions set forth in this Agreement and the updated or amended Agreement terms located at <https://equipsoftware.co/equip-msa/>.
- D.** It is understood and agreed between the Parties that terms and conditions, if any, included in Customer's purchase order or similar document, regardless of inclusion methods including, but not limited to, (i) click-through process, (ii) attaching a copy hereto, (iii) reference, or (iv) similar processes, are for Customer's internal purposes only and any provisions contained therein shall have no effect whatsoever upon this Agreement. For clarity, execution of a Customer Purchase Order shall be considered an acknowledgement of receipt of said Customer Purchase Order and shall not be deemed to satisfy the terms of Section 16 Amendments, Supplements & Change Orders of this Agreement.

- 11. FORCE MAJEURE.** Neither Party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the Party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third-parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, epidemics, pandemics, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"), however, nothing in this section shall relieve Customer of the obligation to make payments for any products or services provided by AssetWorks. Any delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither Party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

12. INDEMNIFICATION

- A.** AssetWorks will indemnify and defend Customer against any claim, action, suit, or proceeding brought by a third party ("Claim") to the extent Customer's use of the Software within the scope of this Agreement directly infringes a United States patent or copyright issued to or held by a third party, or misappropriates a trade secret of such third party; provided, Customer notifies AssetWorks promptly in writing of such Claim and provides AssetWorks with the sole control, authority, information and assistance necessary to defend or settle such Claim.
- B.** In the event of an infringement Claim, or AssetWorks believes that such a Claim is likely, then AssetWorks shall at its expense: (i) procure the right for Customer to continue using the Software; (ii) replace or modify the Software so that it becomes non-infringing, without materially decreasing the functionality of the Software; or (iii) if neither (i) or (ii) is commercially practical, then, at AssetWorks' sole option, terminate this Agreement and refund depreciated license fees paid hereunder based on five year straight line depreciation.
- C.** AssetWorks will not be liable for any infringement Claim based upon any (i) use of a version of the Software that was not, at the time that the Claim arose, the current unaltered version of the Software provided by AssetWorks hereunder, including, without limitation, failure of Customer to install Updates containing modifications to make the Software non-infringing; (ii) combination, operation, integration, or interfacing of the Software with other products, equipment, devices, software, systems, or data not supplied by AssetWorks, or which the Software was not intended to operate as specified in the Documentation, to the extent such Claim would not have arisen but for such combination, operation, integration, or interfacing (regardless of whether or not AssetWorks has advised Customer that such use would likely result in a Claim of infringement by a third party); (iii) use of the Software in a manner other than as authorized by the Documentation or this Agreement; (iv) AssetWorks' compliance with the designs, plans, or specifications furnished by or on behalf of Customer; (v) modifications to the Software made by anyone other than AssetWorks; or (vi) Customer's failure to accept any procured right to continue using the Software.

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

- D.** Customer shall defend and indemnify AssetWorks from and against any and all Claims, liabilities, damages, costs, and expenses, including reasonable legal fees, arising from or related to Customer's negligence and/or Customer's violation of paragraph c. above, Section 2 and Section 3.

- 13. LIMITATION OF LIABILITY.** Customer agrees that AssetWorks' total liability to Customer for any and all damages whatsoever arising out of or in any way related to this Agreement or any amendment to this Agreement, from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the amount of fees paid to AssetWorks in the 12 months preceding the date on which the claim arose. In no event shall AssetWorks be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss or corruption of data, or interruption or loss of use of software or any portion thereof

regardless of the legal theory under which such damages are sought even if AssetWorks has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

14. WAIVER. No provision of the Agreement may be waived unless in writing, signed by both Parties hereto. Waiver of default of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent default of such provision, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.

15. ACCEPTANCE. Within five (5) business days of receipt of the notice of delivery from AssetWorks, Customer will inspect the products or services to ensure conformity with the agreed SOW. Acceptance shall be presumed unless Customer provides written notice outlining the specific reason(s) why the product or service does not comply with the SOW. AssetWorks will have three (3) business days to respond to such notice. Customer and AssetWorks shall continue to communicate in good faith to resolve the issue.

Should the acceptance and payment be withheld by Customer for more than thirty (30) days from the date AssetWorks received the Customer's initial written notice, AssetWorks reserves the right to: (1) grant the Customer additional time to resolve the issue; (2) suspend the Customer's access to the product or service at issue; and/or (3) terminate the Agreement.

16. AMENDMENTS, SUPPLEMENTS & CHANGE ORDERS. The Agreement may be amended or supplemented only by the mutual written consent of the Parties' authorized representative(s). Any change to a SOW including, but not limited to, implementation services, data conversion, interfaces, and application modifications, will be documented and follow the same procedures for new enhancements defined in the SOW. All proposed changes to the SOW will require an agreed, written change order executed by both parties. If the agreed change affects an existing milestone that is either in-progress or completed, prior to the implementation of any change order, the milestone in-progress must be completed, invoiced and paid. Adjustments to requirements will be scoped and evaluated as Change Orders.

17. BINDING EFFECT, BENEFITS. The Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of the Agreement.

18. HEADINGS. The Section headings in the Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of the Agreement or of any particular Section.

19. AUTHORIZATION. Each of the Parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and that the representative executing the Agreement is duly authorized and empowered to sign the Agreement.

20. RELATIONSHIP OF PARTIES. The relationship of the Parties shall at all times be one of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties.

21. CONFLICTING PROVISIONS. This Agreement and all exhibits, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provision in any Attachment conflicts with any provision of this Agreement, then this Agreement shall be deemed to control, and such conflicting provision to the extent it conflicts shall be deemed removed and replaced with the governing provision herein. It is agreed between the Parties that any terms in a Customer purchase order, regardless of inclusion methods including, but not limited to, (i) click-through process, (ii) attaching a copy hereto, (iii) reference, or (iv) similar processes, are for Customer's internal purposes only and any provisions contained therein are deemed to be for Customer's own use and are specifically rejected by the Terms of this Agreement. For clarity, execution of a Customer Purchase Order shall be considered an acknowledgement of receipt of said Customer Purchase Order and shall not be deemed to satisfy the terms of Section 15 Amendments/Supplements of this Agreement.

22. COUNTERPARTS. The Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. SURVIVAL. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive for the applicable statute of limitations period.

24. NOTICE. Any communication or notice hereunder must be in writing and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail; (iii) when delivered by overnight express; or (iv) 3 days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a Party at its address for notices. Each Party's address for notices is stated on the Order Form. Such address may be changed by a notice delivered to the other Party in accordance with the provisions of this Section.

25. DISPUTES. In the event of any dispute arising in the performance of this Agreement, AssetWorks and the Customer will seek to resolve such dispute through good faith, amicable discussions, and negotiations. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing Party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs.

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26. COUNSEL. By acceptance of this Agreement, each of the Parties acknowledges and agrees that it has had an opportunity to consult with legal counsel and that it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by the Agreement, the provisions of any federal, state, or local law, regulation, or ordinance notwithstanding.

Attachment 1 – Software License Terms

1. SOFTWARE LICENSE

- A. AssetWorks grants to Customer a non-exclusive, non-transferable license to the software (Software) for the number of units specified in the purchase order (Order Form). Except as provided above, use of Software in excess of limits defined in the Order Form requires additional licensing fees. Customer's license is to use the Software in its own business; Customer has no right to use the Software in processing work for third parties.
- B. Customer shall have the right to use only one copy or image of the Software for production purposes and shall not copy or use the Software for any other purpose except (i) for archival purposes, (ii) in connection with a disaster recovery program, and (iii) for the purpose of testing the operation of the Software, provided such testing copy shall not be used in a live production environment. Software may be licensed on a per-seat basis, a per-aircraft basis, a number of Active Equipment Unit basis, or other basis as described on the Order Form (License Restriction). Customer may increase the License Restriction at any time by executing a subsequent Order Form and paying in full the applicable fees. "Active Equipment Unit" shall mean any in-service unit in which the Software is installed with active service during a calendar quarter.
- C. If any third-party software is provided to Customer pursuant to this Agreement, such license shall be in accordance with terms set forth in the Order Form.
- D. Source Code shall mean software in human-readable form, including all appropriate programmer's comments, data files and structures, header and include files, macros, make files, object libraries, programming tools not commercially available, technical specifications, flowcharts and logic diagrams, schematics, annotations and documentation reasonably required or necessary to enable a competent independent third-party programmer to create, operate, maintain, modify and improve such software without the help of any other person, and with data files containing Source Code in standard ASCII format readable by a text editor.
- E. Except as expressly authorized under this Agreement, Customer shall not (i) sell, rent, lease, timeshare, encumber, license, sublicense, transfer or assign the Software or Documentation; (ii) attempt to decompile, disassemble or reverse engineer the Software in whole or in part, or otherwise attempt to derive the Source Code of the software.

2. LIMITED WARRANTIES

- A. AssetWorks represents that it has the right to license the Software to Customer as provided in Section 1. AssetWorks further represents that the Software will conform to the description contained in the documentation provided or published by AssetWorks ("Documentation") In the event the Software fails to conform to the description contained in the Documentation, AssetWorks' sole obligation shall be to correct the errors as detailed in this Section. This limited warranty is in lieu of all liabilities or obligations of AssetWorks for damages arising out of or in connection with the delivery, use or performance of the Software. This warranty extends for a period of 90 days following the date the Software is made available to Customer.
- B. AssetWorks does not guarantee the privacy, security, authenticity, or non-corruption of any information transmitted through the internet or any mobile or wireless network, or any information stored in any system connected to the internet or to any mobile or wireless network. AssetWorks shall not be responsible for any claims, damages, costs, or losses whatsoever arising out of or in any way related to Customer's connection to or use of the internet or of any mobile or wireless network.
- C. AssetWorks will not be liable to Customer or any third-party for any claims, expenses, damages, costs, or losses whatsoever arising out of or in any way related to Customer's use of the Software insofar as such Software may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary, or otherwise exempt from public disclosure under applicable law.
- D. Customer agrees to indemnify and defend AssetWorks against any claims made by any third parties against AssetWorks arising out of Customer's use of the Software unless such claims are due to the negligence or willful misconduct of AssetWorks.
- E. The warranty period for the Software shall extend for a period of 90 days from the date of delivery of the Software, but in no event later than 1 year from the date of execution of this Agreement. During the warranty period, in the event that the Customer encounters an error and/or malfunction whereby the Software does not conform to the description in the Documentation, AssetWorks sole responsibility under this Limited Warranty is as follows:
 - 1. In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer, there exists an error or nonconformance to the Documentation, AssetWorks will take such steps as are reasonably required to correct the error with due dispatch.
 - 2. In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer, the error or nonconformance to the Documentation does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the error and distribute the correction to the Customer in accordance with AssetWorks' normal Software revision schedule.

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

3. TERMINATION

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

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

C. All Software and Documentation shall be and will remain the property of AssetWorks. Upon termination of this Agreement, whatever the reason, such Software and Documentation and any copies thereof made by Customer pursuant to Section 2 shall be promptly returned to AssetWorks.

Attachment 2 – Software Maintenance Terms

1. **Term.** Maintenance shall commence immediately upon the Effective Date and shall have a term of 12 months. The term shall automatically renew each year thereafter for an additional 12-month period unless terminated as set forth below.
2. **Correction of Deviations.** In the event the Customer encounters an error and/or malfunction (“Deviation”) in the Software, it shall communicate the circumstances and any supporting information, inclusive of a database that can be reproduced, to AssetWorks. Upon receipt, AssetWorks will respond as follows:
 - A. In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer, there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the Deviation and distribute the correction to the Customer in accordance with AssetWorks’ normal Software revision schedule.
 - B. In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer, there exists a Deviation that does constitute a serious impediment to the normal, intended use of the Software, AssetWorks will take such steps as are reasonably required to correct the Deviation.
3. **Software Revisions and New Versions**
 - A. The Software may be revised by AssetWorks as a result of the correction of Deviations and/or the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software (hereafter “Revisions”). Revisions shall be of two kinds:
 1. Revisions that the Customer is obliged to implement (“Mandatory Revisions”);
 2. Revisions that may be implemented by the Customer at its option (“Optional Revisions”).
 - B. No charge shall be made to the Customer for either Mandatory Revisions or Optional Revisions while under a current Maintenance Agreement.
 - C. New products (“New Products”) may be added to the Software by AssetWorks from time to time. Compared to a Revision, New Products substantially improve the performance of the Software and/or substantially increase its functionality and capability. AssetWorks, in its sole discretion, shall decide which upgrades and improvements will be issued as Revisions without charge and which shall be issued as New Products for which there may be a charge.
4. **Email Assistance.** AssetWorks, at its expense, shall make available technically qualified personnel to respond to all reasonable email requests, Monday through Friday, excluding State holidays, during normal business hours, that may be made by the Customer relating to the application and operation of the Software.
5. **Technical Literature.** AssetWorks shall make available to the Customer all technical literature in electronic format that is considered by AssetWorks to be relevant to the Software and its use within the scope of Customer’s operations.
6. **Proper Use**
 - A. Customer shall not modify the Software as defined in the Software License Terms unless specifically authorized by AssetWorks in writing.
 - B. The Customer agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused or modified without the express written permission of AssetWorks.
 - C. In the event that the Customer or its agents misuses or modifies the Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the Software, although AssetWorks is not obligated to correct such misuse, AssetWorks shall be entitled to attempt to correct the situation, if possible, at Customer’s expense.
 - D. In the event that diagnostic assistance is provided by AssetWorks, which, in the reasonable opinion of AssetWorks and the Customer, relates to problems not caused by a Deviation in the Software, such assistance shall be at the Customer’s expense.
7. **Software Maintenance Fee – Paid Up License.** In consideration of the Maintenance services to be provided by AssetWorks for the initial 12-month period hereunder, Customer shall pay to AssetWorks an amount set forth in the Order Form or Invoice. For each 12-month period thereafter, Customer will pay to AssetWorks fees in accordance with this Agreement.
8. **Additional Software Maintenance Fee – Paid Up License.** In the event the Customer acquires AssetWorks Software licenses in addition to the Software previously provided under this Agreement (the “Additional Software”), the Maintenance shall automatically be extended to cover the Additional Software, and the Customer shall pay an additional annual Maintenance fee in an amount equal to 20% of the then current license fee for the Additional Software at the time of acquisition.

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

9. **Other Fees and Expenses.** If onsite maintenance is required, Customer will pay reasonable travel and living expenses of AssetWorks’ employees or agents, which shall be billed and paid as the expenses are incurred.
10. **Payment Terms.**
 - A. Annual payments for Maintenance will be due in advance of the commencement of the initial 1-year term of the Maintenance and on each anniversary thereafter.
 - B. AssetWorks reserves the right to change the annual Maintenance fee by providing Customer written notice of the increase at least 30 days prior to any scheduled renewal date.
11. **Default and Termination.**
 - A. The Customer shall have the right to terminate Maintenance upon delivery of written notice at least 90 days prior to any

scheduled renewal date.

- B.** AssetWorks may cancel Maintenance if the Customer does not implement a Mandatory Revision within 60 days of receipt thereof or such longer period as AssetWorks may consent to in writing. If Customer does not implement a Mandatory Revision within 30 days following receipt of written notice from AssetWorks of Customer's failure to implement a Mandatory Revision, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the Customer.
- C.** In the event of any breach of the terms and conditions of this Agreement by the Customer, AssetWorks will, by written notice to the Customer, give the Customer a period of 30 days within which to institute remedies to correct such breach. If such breach has not been corrected to AssetWorks' satisfaction within said 30-day period, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the Customer.
- D.** If Maintenance is terminated by AssetWorks, AssetWorks shall have no continuing obligations to the Customer of any nature whatsoever with respect to Maintenance. Furthermore, termination by AssetWorks pursuant to the provisions of this Agreement shall be without prejudice to any right or recourse available to AssetWorks, and without prejudice to AssetWorks' right to collect any amounts, which remain due to it hereunder.

Attachment 3 – Professional Services Terms

1. **Services / SOW.**
 - A. AssetWorks will perform the professional services (“Services”) described in the SOW. The terms of this Attachment 3 shall control any additional or future SOWs that may be executed by the Parties during the Term of the Agreement. No SOW shall be of any force and effect unless and until executed by both AssetWorks and Customer.
 - B. Changes to Services/SOW shall require AssetWorks’ approval and all modifications to costs and schedule shall only be valid if included in a written Change Order signed by both Parties.

2. **Price and Payment Term**
 - A. Each SOW will either be on a time and material basis or a fixed price basis, specified in the SOW. The SOW will include a definitive list of “Deliverables” that must be completed by AssetWorks. In some instances, the SOW will include a date by which “Deliverables” must be completed.
 - B. In the event that Services result in greater AssetWorks duties than contemplated by the SOW, Customer will work closely and in good faith with AssetWorks to modify the SOW to ensure that the Customer’s requirements are addressed, and AssetWorks’ fees shall be adjusted to reflect increased Customer requirements.
 - C. Unless specifically addressed in the SOW, all travel and expenses incurred will be extra and billed at the time of incurrence.
 - D. Invoiced amounts are due and payable 30 days from the date of the invoice. The preferred means of payment is electronic funds transfer (EFT). EFT payments can be accomplished as either a Funds Transfer (Fed Wire) or Direct Deposit (ACH). All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset.
 - E. Services may be invoiced upon completion of Milestones as set forth in the SOW or Order Form. Notwithstanding the invoicing described in the SOW or Order Form, for Professional Services invoices shall be sent either monthly as rendered or upon completion of milestones (as defined in the SOW included in the Order) and include charges defined in the Order Form unless otherwise specifically stated in the Order form. Hardware is invoiced upon shipment. The pricing on the Order Form is based upon the quantities listed at the time of purchase.
 - F. Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay AssetWorks in full for Services provided to Customer up to and including the date of termination under this Agreement within 30 days of the invoice date.
 - G. Custom modules, interfaces and other software can be placed under the AssetWorks Software Maintenance program.
 - H. AssetWorks reserves the right to apply a late payment charge of 1.5 % per month, or the maximum rate permitted by law if lower, to amounts outstanding more than 30 days after the date of the invoice and AssetWorks retains the right, in AssetWorks’ sole discretion and in addition to its other rights and remedies, to cease further performance of the SOW.
 - I. Bill to Address. The invoice will be mailed to the Customer address on the Order Form unless otherwise indicated in the SOW.

3. **Resources to be Provided by Customer**
 - A. Customer shall provide, maintain, and make available to AssetWorks, at Customer’s expense and in a timely manner, the resources described in this Section 3, the SOW, and such other additional resources as AssetWorks may from time-to-time reasonably request in connection with AssetWorks performance of the Services. Delays in the provision of these resources may result in delays in the performance of the Services, or an increase in the Price.
 - B. Customer will designate qualified Customer personnel or representatives to consult with AssetWorks on a regular basis in connection with the Services. Customer will furnish such documentation and other information as is reasonably necessary to perform the Services.
 - C. Customer shall furnish access to Customer’s premises, and appropriate workspace for any AssetWorks personnel working at Customer’s premises, as necessary for performance of those portions of the Services to be performed at Customer’s premises.
 - D. Customer shall meet all assumptions noted In the SOW.

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

5. **Confidentiality**
 - A. Because either Party may have access to information of the other Party that the other Party considers to be confidential or proprietary (“Confidential Information”), each Party will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this Agreement and any applicable SOW. Nothing herein will be deemed to restrict a Party from disclosing Confidential Information to its employees and subcontractors in the discharge of such obligations.
 - B. Confidential Information will not include information that (i) is, or becomes, generally known or available through no fault of the, recipient; (ii) is known to the recipient at the time of its receipt from the disclosing Party; (iii) the disclosing Party provides to a third party without restrictions on disclosure; (iv) is subsequently and rightfully provided to the recipient by a third party without restriction on disclosure; (v) is independently developed by the recipient, without reference to the disclosing Party’s Confidential Information; or (vi) is required to be disclosed pursuant to a governmental agency or court subpoena, provided the recipient promptly notifies the disclosing Party of such subpoena to allow it reasonable time to seek a protective order or other appropriate relief.
 - C. Because of the unique nature of the Confidential Information, each Party agrees that the disclosing Party may suffer irreparable harm in the event the recipient fails to comply with its obligations under this Section 5, and that monetary damages may be inadequate to compensate the disclosing Party for such breach. Accordingly, the recipient agrees that the disclosing Party may, in addition to any other remedies available to it, be entitled to injunctive relief.

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

- B. The Services performed, code developed, and any Intellectual Property produced pursuant to this Agreement are not "works for hire."
 - C. As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, copyright, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any SOW or Deliverable whether or not first created or developed by AssetWorks in providing the Services.
 - D. Notwithstanding any order of precedence language or other conflicting terms and conditions contained in any document considered to be part of this Agreement, regardless of incorporation method, the terms of this Section 6. Intellectual Property shall take precedence over any/all conflicting terms and conditions located elsewhere, and any conflicting terms are specifically objected to and rejected by AssetWorks.
7. **Non-Solicitation.** During the term of this Agreement, and for 1 year thereafter, Customer shall not solicit the employment of, or contract for the services of, any person who is/was an employee, agent, or subcontractor of AssetWorks during the term of this Agreement. Nothing in this section shall prohibit Customer from placing a bona fide public advertisement for employment which is not specifically targeted at AssetWorks employees and Customer shall not be restricted from hiring any such person who responds to any such general solicitation or public advertisement so long as no direct solicitation of such person has occurred.
8. **Termination for Default.** Either Party may terminate any SOW if (i) the other Party fails to perform a material obligation of the SOW and such failure remains uncured for a period of 30 days after receipt of notice from the non-breaching Party specifying such failure; or (ii) a Party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors. In addition, AssetWorks may terminate any SOW effective immediately upon written notice to Customer if Customer fails to make any payment in full as and when due hereunder. Termination of a SOW shall not terminate this Agreement. Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay AssetWorks the full value for all goods and/or services provided to Customer up to and including the date of termination.
9. **Termination for Convenience.** Notwithstanding any other provision in this Agreement, either Party may terminate a SOW by providing a 90-day notice of intent to terminate the SOW.
10. **Effect of Termination.** The Terms of this Agreement shall survive for any SOW which is still pending at the time of termination until the conclusion of the SOW.
11. **Professional Services Limited Warranty**
- A. AssetWorks warrants that the Professional Services provided under an Order Form or a SOW authorized under this Attachment 3 shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided Customer has delivered to AssetWorks timely notice of such breach as hereinafter required, AssetWorks shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to Customer that portion of the Price received by AssetWorks attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless Customer has delivered to AssetWorks written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this Section 11 (a) is the sole and exclusive remedy for breach of the foregoing warranty.
 - B. **ASSETWORKS SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, WARRANTIES OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR-FREE PERFORMANCE, OR ANY WARRANTY OF THIRD-PARTY PRODUCTS, OR FUNCTIONALITY OF THE CUSTOMER'S HARDWARE, SOFTWARE, FIRMWARE, OR COMPUTER SYSTEMS.**
 - C. Customer represents and warrants to AssetWorks that Customer has the right to use and furnish to AssetWorks for AssetWorks use in connection with this Agreement any information, specifications, data or Intellectual Property that Customer has provided or will provide to AssetWorks in order for AssetWorks to perform the Services and to create the Deliverables identified in the SOW.
11. **Relationship of Parties.** AssetWorks is an independent contractor in all respects with regard to any Professional Services. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and Customer.

Attachment 4 – Software as a Service (“SaaS”) Terms

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

1. **Software as a Service.** AssetWorks may provide Client with access, through a website or designated IP address, to its proprietary software identified on Order Form which is maintained by AssetWorks in a hosted environment at a third-party data center (“SaaS”).
2. **Maintenance.**
 - A. AssetWorks will provide service for subscription products as follows: (i) support during normal business hours (8:00 a.m. to 6:00 p.m. ET, Monday through Friday, excluding legal holidays) relating to the operation of the Software and use of the SaaS and (ii) Updates to the Software as they are developed and made generally available (“SaaS Support”). Requests for SaaS Support may be submitted to AssetWorks by Client via email at: awsupport@assetworks.com (or through other methods provided by AssetWorks). “Update” means the latest updates, modifications, and enhancements to the Software, including corrections of errors, which relate to the operating performance of the Software.
 - B. SaaS Support does not include: (a) custom programming services; (b) on-site support, including installation of hardware or software; (c) support of any software other than the Software accessed as part of the SaaS; (d) training; (e) expenses for third party products including, but not limited to, hardware and related supplies; (f) support of Client’s computer system, software, or hardware (e.g., computer equipment, servers, printers etc.) or third party software or hardware, including problems which arise therefrom; or (g) new versions of the software which are not Updates.. For clarity, AssetWorks is not responsible for errors or defects of Client or third-party software or hardware.
 - C. SaaS Services. AssetWorks will provide Client with services including, but not limited to, data conversion, system configuration, training, consultation, custom reporting and other related services selected by Client and identified in the Order Form referencing this Agreement (“Services”).
3. **Rights and Permitted Use.**
 - A. Subscription. Subject to the terms and conditions of this Agreement, AssetWorks grants to Client a non-exclusive and non-transferable subscription for Authorized Users to access and use the SaaS and Documentation for Client’s internal business operations within one (1) business entity. “Authorized Users” means Client’s employees or independent contractors working within their job responsibilities or engagement by Client or other end user for which AssetWorks has granted Client the right to use the SaaS. “Documentation” means documentation in the form of instructions and manuals provided by AssetWorks, including electronically via a link within the SaaS, that describes the function and use of the SaaS.
 - B. Restrictions. Client will not (i) directly or indirectly decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or underlying structure, ideas, know-how or algorithms relevant to the SaaS, Software, Documentation, or any data related to the SaaS; (ii) copy, modify, enhance, translate, change the data structures for or create derivative works from, the SaaS; (iii) rent, lease, sell, or otherwise provide access to the SaaS to any third party or to anyone other than Client’s Authorized Users; (iv) interfere with or disrupt the integrity or performance of the SaaS or third party data contained therein; (v) attempt to gain unauthorized access to the SaaS or its related systems or networks; (vi) remove any proprietary notices or labels; or (vii) permit use of the SaaS by more than one (1) business entity, unless otherwise approved by AssetWorks in writing.
 - C. Ownership. AssetWorks owns all intellectual property rights in and to: (i) the Software, including all Updates; (ii) the SaaS; (iii) any Documentation or data related to the Software or the SaaS; and (iv) any software, applications, inventions or other technology provided or developed in connection with the Software or the SaaS. For clarity, Client obtains no interest in the Software, SaaS, or Documentation except as expressly provided in this Agreement.
 - D. Client Data. Client shall retain all right, title, and interest in and to the data entered or submitted by Client by means of the SaaS (“Client Data”). Client grants to AssetWorks a royalty-free, non-exclusive, non-transferable license for the term of this Agreement to use Client Data to the extent necessary to provide the SaaS. Notwithstanding anything to the contrary, AssetWorks shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the SaaS and related systems and technologies (including, without limitation, information concerning Client Data and data derived therefrom), and AssetWorks will be free (during and after the term hereof) to: (i) use such information and data to improve and enhance the SaaS and for other development, diagnostic and corrective purposes in connection with the SaaS and other AssetWorks offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.
4. **Test Environment.** During the term of this Agreement, AssetWorks will maintain a test environment in addition to the production environment. New Software releases or patches are first introduced to the test environment, and it is Client’s responsibility to perform testing and report any errors within ten (10) days. If Client does not report any errors within ten (10) days, the new Software release or patch will then be discharged in the production environment. AssetWorks may use the test environment to trouble shoot or configure and test new functionalities or reports. If Client requests for AssetWorks to synchronize data between the test and production environments, additional fees will apply.
5. **Ownership of Data.** Customer shall not obtain any ownership rights, title or interest in the software, hardware or systems developed or employed by AssetWorks in providing Services under the Agreement. AssetWorks shall not obtain any ownership rights, title or interest to Customer’s data files. Upon expiration or termination of the Agreement for any reason, AssetWorks agrees to provide Customer with a copy of Customer’s data files, as they exist at the date of expiration or termination. Data will be delivered in one of the following formats: ASCII, Comma-Separated Value (CSV Format) with binary images, TIFF, JPG, PDF. Customer requests for data to be provided in any other format are subject to approval by AssetWorks and may require an additional fee.
6. **Service Availability.**
 - A. The SaaS includes a target scheduled availability of ninety-nine percent (99%) (exclusive of scheduled maintenance or any

downtime attributable to Client or third parties, or for which AssetWorks is not responsible including, but not limited to interruptions and delays inherent in internet communications).

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

7. **Data.**

- A. Client is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data. Client will not send or store infringing, obscene, threatening, libelous or otherwise unlawful or tortious material, including material that violates third party privacy or intellectual property rights, includes malicious code, or that will interfere with the integrity of the SaaS.
- B. Each party agrees that, in the performance of its respective obligations under this Agreement, it shall comply with the provisions of applicable data protection laws to the extent it applies to each of them. Accordingly, AssetWorks agrees that it shall: only process Client's personal data in order to provide the SaaS or in accordance with any lawful instructions reasonably given by Client from time to time; (ii) implement appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing and accidental destruction or loss; and (iii) as soon as reasonably practicable, refer to Client any requests, notices, or other communication from data subjects, data protection or other law enforcement authority, for Client to resolve.
- C. AssetWorks shall notify Client as soon as reasonably possible upon discovery of any data security incident impacting Client Data. AssetWorks shall not be responsible for any loss or damage to Client Data to the extent that such loss or damage was caused by Client or a third party.

8. **Representations and Warranties.**

- A. General Warranty. Each party represents and warrants: (i) it has the full power and authority to enter into this Agreement; (ii) its execution and performance of this Agreement have been duly authorized by all necessary corporate action on behalf of such party; and (iii) the person signing this Agreement on behalf of such party has the full authority to do so.
- B. Limited Warranty. AssetWorks warrants the SaaS will conform in all material respects to the Documentation. The conditions and warranties set forth in this Agreement will not apply if: (i) the SaaS is not used in accordance with AssetWorks' instructions, the Documentation, or the terms of this Agreement; (ii) the SaaS is used in combination with other software, data or products that are incompatible with the SaaS; (iii) the SaaS has been altered, modified, or converted by anyone other than AssetWorks; or (iv) non-conformance is caused by (a) a defect or malfunction in the operating system, database server, web server, network, or other hardware or software in Client's computer system used to access the SaaS or (b) Client's negligence or willful misconduct. Client's exclusive remedy, and AssetWorks' sole liability, for breach of this warranty shall be for AssetWorks to use commercially reasonable efforts to correct errors affecting conformance, provided that Client has given written notice of non-conformance to AssetWorks within ninety (90) days of discovery of the error. AssetWorks shall, to the extent reasonably possible and permissible, pass-through or assign to Client all available warranties it receives from a third-party provider for third party products or services provided by AssetWorks to Client under this Agreement.
- C. Disclaimer of Warranties. **EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE, SAAS, MAINTENANCE, SERVICES, DOCUMENTATION, AND THIRD PARTY PRODUCTS AND SERVICES, IF ANY AND AS APPLICABLE, ARE PROVIDED "AS IS", AND ASSETWORKS DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT THE SOFTWARE, SAAS, MAINTENANCE, SERVICES, DOCUMENTATION, AND THIRD PARTY PRODUCTS OR SERVICES, IF ANY AND AS APPLICABLE, WILL MEET ALL OF CLIENT'S REQUIREMENTS.**
- D. Client Responsibilities. Client represents that it is fully responsible for: (a) the content of any Client Data; (b) selection and implementation of controls, including settings and policies, regarding access rights and use of the Software by Client and its Authorized Users; and (c) Client's computer system, software, and hardware (e.g., computer equipment, servers, printers etc.). AssetWorks assumes no responsibility for the correctness or performance of, or any resulting incompatibilities with, current or future releases of the Software if Client has made changes to the system hardware/software configuration or modifications to any supplied source code which changes affect the performance of the Software or SaaS and were made without prior notification and written approval by AssetWorks. AssetWorks assumes no responsibility for the operation or performance of any Client or third-party application.

Attachment 5 – Hardware Terms

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

1. Hardware

- A. Hardware is provided to Customer from a hardware distributor, ScanSource Inc. ("Hardware Distributor")
- B. The hardware shall be for the quantities and pricing as listed on the Order Form
- C. Delivery of the hardware does not include: (a) custom programming services; (b) on-site support, including installation of hardware or software; (c) training; (d) expenses for third party products including, but not limited to, other hardware and related supplies; (e) support of Client's computer system, software, or hardware (e.g., computer equipment, servers, printers etc.) or third party software or hardware, including problems which arise therefrom. For clarity, AssetWorks is not responsible for errors or defects of Client or third-party software or hardware.
- D. In the event that some ancillary or support hardware purchases are provided by sources other than Hardware Distributor, any Customer questions about terms and conditions, warranty, returns, etc. should be directed, in writing, to Customer's eQuip sales representative.

2. Intellectual Property

- A. Customer, AssetWorks, Hardware Distributor, and Hardware Distributor's original equipment manufacturer ("OEM") shall each retain ownership of, and all rights, title, and interest in and to, their respective pre-existing Intellectual Property.
- B. The Services performed, if any, and the hardware provided or produced pursuant to this Agreement are not "works for hire."
- C. As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, copyright, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any SOW or Deliverable whether or not first created or developed by AssetWorks in providing the Services.
- D. Notwithstanding any order of precedence language, or other conflicting terms and conditions contained in any document considered to be part of this Agreement, regardless of incorporation method, including, but not limited to, (i) click-through process, (ii) attaching a copy hereto, (iii) reference, or (iv) similar processes are for Customer's internal purposes only and any provisions contained therein shall have no effect whatsoever upon this Agreement. For clarity, execution of a Customer Purchase Order shall be considered an acknowledgement of receipt of said Customer Purchase Order and shall not be deemed to satisfy the terms of Section 15 Amendments/Supplements of this Agreement.
- E. The terms of this Section 3. Intellectual Property shall take precedence over any/all conflicting terms and conditions located elsewhere, and any conflicting terms are specifically objected to and rejected by AssetWorks.

3. Fees and Payment

- A. Hardware is invoiced upon shipment and includes shipping costs, FOB Hardware Distributor's warehouse location. Please inspect all orders upon receipt. The pricing on the Order Form is based upon the quantities listed at the time of purchase. All invoiced fees shall be due and payable within 30 days of the date of the invoice. All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset. In the event the number of assets or sites changes the pricing is subject to change.
- B. Any amounts not paid when due will be subject to interest accrued at 12% per annum compounded quarterly, which interest will be immediately due and payable from the due date for payment until the date of actual receipt of the amount in cleared funds by AssetWorks. Interest payments that are accrued during billing disputes will be credited back to the Customer if said dispute is found to be through no fault of the Customer.
- C. Customer will be considered delinquent if payment in full is not received 45 days from the date of the invoice. AssetWorks reserves the right to suspend or terminate this Agreement, including future shipments if the Customer account becomes delinquent and is not cured within 10 days. Customer's failure to pay any invoice after this 10-day period shall constitute a material default hereunder and shall entitle AssetWorks to exercise any and all rights and remedies provided herein or at law including a suspension of shipments under the Agreement. If Customer or AssetWorks initiate termination under any provision of the Agreement other than under Section 4, Customer will be obligated to pay the balance due for the remainder of the term for its account computed in accordance with the Order Form. Customer agrees that it shall be billed for such unpaid fees.
- D. Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay AssetWorks in full for products and Services provided to Customer under this Agreement within 30 days of the invoice date.

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

5. Terms

- A. The hardware provided hereunder is provided through ScanSource Inc, the transaction is subject only to the terms and conditions and policies and procedures of ScanSource, Inc., the hardware distributor for original equipment manufacturer ("OEM") Zebra Technologies International, LLC. Please consult the information at the following links:
 - i. Customer Service at <https://www.scansource.com/services/customer-service>
 - ScanSource Return Policy
 - Customer Service Request Types
 - Return Instructions
 - Warranties & DOA/Defective Return Policies
 - RMA Refusals
 - ii. Terms & Conditions of Sale

- Warranty <https://www.scansource.com/solutions/suppliers/zebra/terms-and-conditions/warranty>
- Sell-Through Terms & Conditions <https://www.scansource.com/solutions/suppliers/zebra/terms-and-conditions/services-terms-and-conditions>
- Zebra Software Redistribution Provisions (embedded software) <https://www.scansource.com/solutions/suppliers/zebra/terms-and-conditions/zebrai-software-redistribution-provisions>
- Sales where the End User is a US Federal Government Entity <https://www.scansource.com/solutions/suppliers/zebra/terms-and-conditions/sales-where-the-end-user-is-a-us-federal-government-entity>

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

6. Termination for Default

- A. A Default shall occur if: (1) a Party fails to perform any of its material obligations under the Agreement and such failure remains uncured for 30 days after receipt of written notice thereof; or (2) a Party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors.
- B. If Default occurs, the non-defaulting Party, in addition to any other rights available to it under law or equity, may withhold its performance hereunder or may terminate the Agreement by written notice to the defaulting Party. Unless otherwise provided in the Agreement, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.
- C. If Customer terminates this Agreement other than pursuant to this Section, a Service Termination Fee equal to 100% of the products shipping pursuant to the Term of this Agreement.

7. Compliance

- A. Customer acknowledges that AssetWorks has informed Customer that U.S. law and U.S. Export Administration Regulations govern and may prohibit the re-export or other disposition of Products and related technical data received by Customer, or Customer's customers, without prior U.S. government approval.
- B. Customer agrees that diversion of Products from destinations identified in the Shipper's Export Declaration constitutes a fundamental and material breach under this Agreement. If Products are diverted from intended destinations, the sale may be voided in the sole discretion of AssetWorks, and all right, title and interest in Products shall revert to AssetWorks. In the event of such breach, Customer shall be liable to AssetWorks for all costs, fees and expenses incurred by AssetWorks in connection with recovery of Products, including reasonable attorney fees.
- C. Customer agrees and warrants that in performance of its obligations under this Agreement, Customer will comply with U.S. Foreign Corrupt Practices Act.
- D. Customer is solely responsible for maintaining a written information security program consistent with law and industry standards, and for complying with all privacy and data security laws. To the extent Customer provides personal information ("PI") to AssetWorks, (1) Customer represents and warrants it has obtained all necessary consents and authorizations; (2) Customer shall use, store, disclose, and process PI only: (i) to perform services for Customer and its customers; (ii) pursuant to Customer's documented instructions, or (iii) as required by law, and AssetWorks informs Customer before processing and minimizes any disclosure to the extent permitted by law. AssetWorks shall not use, store, disclose, or process PI for a commercial purpose except providing services to Customer and its customers.