



800 Boylston Street, 29<sup>th</sup> Floor, Boston, MA 02199

Agreement No. \_\_\_\_\_

## MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

This Master License and Services Agreement and attached Exhibits (collectively, the “Agreement”) is entered into by and between SevOne, Inc. (“SevOne”) and the entity set forth below (the “Customer”), and sets forth the terms and conditions under which Customer may license or acquire SevOne products and/or services, as applicable. Any equipment sold, software licensed or services provided to Customer prior to or after the execution of this Agreement will be subject to the terms hereof.

### 1. Definitions

1.1 “**Documentation**” means the user instructions (both written and electronic), as well as installation guides and technical manuals existing from time to time provided by SevOne to its customers generally, in connection with the Software (and Hardware, where applicable).

1.2 “**Hardware**” shall mean the hardware provided by SevOne, as set forth in the applicable Order.

1.3 “**Knowledge Base**” means SevOne’s internet based application that provides information relating to the Hardware and Software and solutions to common issues, as further set forth at [https://support-login.sevone.com/auth/?brand\\_id=207214&locale\\_id=1&return\\_to=https%3A%2F%2Fzendesk.sevone.com%2Fhc%2Fen-us&timestamp=1457116148](https://support-login.sevone.com/auth/?brand_id=207214&locale_id=1&return_to=https%3A%2F%2Fzendesk.sevone.com%2Fhc%2Fen-us&timestamp=1457116148).

1.4 “**Maintenance and Support Services**” mean those services provided by SevOne as elected by Customer in the Order, and detailed at <https://zendesk.sevone.com/hc/en-us/articles/217388357-Maintenance>.

1.5 “**Online Support**” means the internet-based application made available to Customer in order to create and access the status of maintenance service requests, as more fully detailed at [https://support-login.sevone.com/auth/?brand\\_id=207214&locale\\_id=1&return\\_to=https%3A%2F%2Fzendesk.sevone.com%2Fhc%2Fen-us&timestamp=1457116148](https://support-login.sevone.com/auth/?brand_id=207214&locale_id=1&return_to=https%3A%2F%2Fzendesk.sevone.com%2Fhc%2Fen-us&timestamp=1457116148).

1.6 “**Order**” means each ordering document signed by the duly authorized representatives of both parties, which identifies the Software, Hardware or services ordered by Customer from SevOne and which incorporates the terms and conditions of this Agreement by reference.

1.7 “**Products**” means Hardware and/or Software.

1.8 “**Professional Services**” means professional services provided by SevOne hereunder, including, but not limited to, installation and consulting services.

1.9 “**Software**” means the object code version of SevOne’s proprietary software products, as well as any third party software licensed to SevOne and provided to Customer, including any Updates and Upgrades thereof. Software shall not mean software subject to open source, GPL or similar licensing terms.

1.10 “**Update**” means any minor release, patch, error correction, improvement, enhancement or modification to the Software, as further defined and specified in SevOne’s Maintenance and Support Services policy set forth at <https://zendesk.sevone.com/hc/en-us/articles/217388357-Maintenance>, and generally distributed by SevOne to customers that subscribe to Maintenance and Support Services.

1.11 “**Upgrade**” means any new release of the Software, as further defined and specified in SevOne’s Maintenance and Support Services policy set forth at <https://zendesk.sevone.com/hc/en-us/articles/217388357-Maintenance>, generally distributed by SevOne to customers that subscribe to Maintenance and Support Services, but which do not include products that are licensed by SevOne as a separate product.

## 2. Grant of Rights

2.1 License. Subject to the terms and conditions of this Agreement, SevOne hereby grants to Customer a non-exclusive, non-transferable, perpetual license (without the right to grant sublicenses) to execute and use the Software set forth in the applicable Order, on the Hardware on which the Software is pre-installed, in accordance with the related Documentation, solely for Customer's own internal business operations (which includes internal data processing), and in accordance with the scope and type of use set forth in such Order, at the installation site set forth in the Order (the "Site"). Customer will keep Documentation with the Products and not allow any unauthorized access to, copying of, or the creation of derivative works from, the Documentation. Unless otherwise authorized by SevOne in writing, Software may only be used on the particular Hardware provided by SevOne, as set forth in the Order and specified by serial number. Customer may relocate the Hardware on which the Software resides, provided Customer notifies SevOne, within thirty (30) days, in writing of the new location.

2.2 Restrictions. Except as otherwise expressly provided in this Agreement (or where such restrictions are prohibited by law), Customer shall have no right, and Customer specifically agrees not to: (i) transfer, assign or sublicense its license rights to any other person, or use the Software on any other hardware other than the Hardware; (ii) make error corrections or otherwise modify or adapt the Software or create derivative works based upon the Software, or to permit third parties to do so; (iii) rent, lease, loan or use the Software as a service bureau, as an application service provider, to perform consulting or training services for a third party or in any commercial time share arrangement; (iv) decompile, decrypt, reverse engineer, disassemble or otherwise reduce the Software to human-readable form to gain access to trade secrets or confidential information in the Software; (v) use the Software in contravention to any applicable laws or government regulations; or (vi) remove any product identification, trademark, copyright or other notices contained in or on the Software and, if applicable, the Hardware. Further Customer is not licensed to, and shall not, install any other product or software on the Hardware, nor may Customer de-install the Software from the Hardware, without the prior, express written consent of SevOne. Additional rights and/or restrictions regarding use of the Software and/or the Hardware may be set forth in an applicable Order.

2.3 Ownership. SevOne and its suppliers reserve any and all rights, implied or otherwise, which are not expressly granted to Customer hereunder, and retain all rights, title and interest in and to the Software. Customer acknowledges and agrees that this Agreement in no way shall be construed to provide to Customer, or any third party, any express or implied license to use, copy or otherwise exploit the Software or any portion thereof, or if applicable, the Hardware, (including any intellectual property embodied therein) other than as specifically set forth in this Agreement. Without limiting the foregoing, Customer may not sublicense or otherwise distribute the Software or, if applicable, the Hardware or any portion thereof to any affiliate or any other third party, unless otherwise authorized by SevOne in writing.

2.4 Audit Rights. Customer agrees to limit usage of the Software as specified in the Order. In the event the use of the Software exceeds that licensed by Customer, Customer agrees to immediately notify SevOne in writing and pay to SevOne the then-current fee associated with such additional usage. SevOne may, upon thirty (30) days advance notice and at its expense, conduct an annual audit, during Customer's normal business hours, of Customer's use of the Software and Hardware to verify compliance with this Agreement. If the audit reveals that Customer's use has exceeded the authorized use of the Software by more than five percent (5%) or more, Customer shall reimburse SevOne for the expense of such audit and shall promptly pay to SevOne any and all fees owing as a result of such discrepancy.

## 3. Order Placement

Orders for Products and Maintenance and Support Services are non-cancellable, and shall be agreed by the parties in writing and set forth in a document substantially in the form of the Order attached hereto as **Exhibit A-1** which: (i) is signed by SevOne and Customer; (ii) incorporates the terms and conditions set forth herein by reference to this Agreement; and (iii) sets forth the Software licensed, the Hardware purchased, the level of Maintenance and Support Services elected by Customer, and the fees for Software, Maintenance and Support Services, and Professional Services. Each Order shall be treated as separate license, governed by the terms and conditions of this Agreement. In addition, Customer may purchase Services from SevOne under an Order. Fees for Maintenance and Support Services, or Professional Services, do not include reimbursement of actual travel and living expenses, which shall be paid by Customer.

## 4. Delivery and Installation

Delivery of Products shall occur FOB SevOne's point of shipment to a common carrier, whereupon title in the Hardware and risk of loss shall pass to Customer. Customer shall be responsible for all freight, handling and insurance charges. SevOne or Customer will install the Products at the Site. Customer agrees at its expense to prepare the Site for installation (including ensuring electrical power is available) in accordance with SevOne's specifications prior to delivery. Any installation services, or any other Services, to be provided by SevOne shall be agreed in a statement of work ("SOW") executed by the parties and governed by the terms and conditions of this Agreement.

## 5. Fees; Payment Terms; Taxes

Customer shall pay all fees due for the Products, Services, Maintenance and Support Services and Professional Services net thirty (30) days from the date of SevOne's invoice. Customer shall also pay SevOne's reasonable travel and out-of-pocket expenses incurred by SevOne in connection with any Maintenance and Support Services, or Professional Services provided hereunder and all applicable taxes, duties and governmental charges based upon amounts payable under this Agreement or with respect to (i) the use of the Software or (ii) the receipt of the Hardware, Maintenance and Support Services, and Professional Services, excluding any income or corporate excise taxes assessed against SevOne. Past-due amounts will be subject to a late payment charge of the lesser of 1 ½% per month or the highest interest rate allowed by law.

## 6. Limited Warranties; Disclaimer

6.1 Software Warranty. SevOne warrants that: (a) it has the right to grant the license to use the Software as set out in this Agreement; and (b) for a period of thirty (30) days following the initial delivery of the Software to Licensee the Software will perform in substantial conformity with its Documentation. If the above warranties are breached, SevOne will, at its option and at no cost to Customer, (a) provide remedial services necessary to enable the Software to conform to the warranty, or (b) replace any defective Software, or (c) refund amounts paid in respect of the defective Software. SevOne's warranty obligations will only extend to material errors that can be demonstrated to exist in an unmodified version of the Software except where the modifications were carried out by SevOne or with its written approval. Customer will notify SevOne promptly in writing of any breach of warranty. Customer will provide SevOne with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. The remedies set out in this subsection are Customer's sole remedies for breach of the above warranties. The warranty is made only to Customer and SevOne shall have no liability to any third party with respect to the Software as a result of such warranty. SevOne's warranty obligations shall be void if any Software is modified by or through Customer without the express prior written consent of SevOne.

6.2 Hardware Warranty. Hardware warranty terms and conditions are found at <https://zendesk.sevone.com/hc/en-us/articles/217691317>.

6.3 Services Warranty. SevOne warrants that it will perform all services in a professional and workmanlike manner, using generally accepted industry standards. If SevOne is notified in writing of a breach of this warranty within ninety (90) days of delivery of services, then SevOne shall, as Customer's sole remedy, within a reasonable period of time, provide reasonable services to correct such breach.

6.4 DISCLAIMER. Customer acknowledges that SevOne makes no representation or warranty, and bears no liability or responsibility, with respect to any other third-party programs or applications which Customer uses in conjunction with the Software or Hardware. EXCEPT AS SPECIFIED IN THIS SECTION 6, ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, STATUTORY OR OTHERWISE, RELATING TO THE PRODUCTS, SERVICES, MAINTENANCE AND SUPPORT SERVICES, AND ANY OTHER MATERIALS OR DELIVERABLES PROVIDED IN CONNECTION THEREWITH, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY DISCLAIMED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

## 7. Software Support; Diagnostics

7.1 Maintenance and Support Services. Maintenance and Support Services are provided on an annual basis, commencing from the date of delivery of the Software, and will automatically renew for additional twelve (12) month periods, for so long as SevOne provides Maintenance and Support Services for the Software, unless terminated by Customer with written notice delivered to SevOne at least thirty (30) days prior to the automatic renewal date. Customer may purchase maintenance and support services for the Software, or warranty extensions for the Hardware, for so long as SevOne continues to maintain the Software, or the third party manufacturer allows warranty extensions for existing Hardware (rather than replacement).

Maintenance and Support Services may increase by no more than 5% from year to year. In the event that Maintenance and Support Services are discontinued or suspended by the Customer, then to reinstate or renew Maintenance and Support Services, Customer must first pay the Maintenance and Support Services fees for the interim period during which Maintenance and Support Services was discontinued or suspended, and SevOne may in its sole discretion elect not to accept such renewal or reinstatement.

7.1.1 End Of Life Support. SevOne will notify Customer of SevOne's intent to end-of-life a version of the Software. Provided Customer is current in its payment of Maintenance and Support Services fees, Customer is eligible to receive Maintenance and Support Services and critical fixes for such software version for a period of eighteen (18) months after the notification date.

7.1.2 Exclusions. Hardware replacement, updates and/or upgrades **are not** included as part of any Maintenance and Support Services fee. Accordingly, notwithstanding anything to the contrary set forth in this Agreement to the contrary, except for replacement Hardware provided under the Hardware warranty terms and conditions, SevOne will only provide any replacement, updated or upgraded Hardware only upon payment by Customer of any applicable fees due for such updated or upgraded Hardware.

In addition, Maintenance and Support Services do not apply to any Customer-specific configurations that may be provided by SevOne to Customer as part of professional services or to any configuration implemented by Customer, except for those implemented in accordance with the functionality set forth in the Documentation. Any provision of Maintenance and Support Services by SevOne for Customer-specific configurations provided as part of a professional services engagement shall be the subject of a separate fee, to be agreed by the parties in writing.

7.2 Remote Diagnostics. Customer agrees that the Software may transmit to SevOne technical and related information about Customer's use of the Software which may include, without limitation, system performance, capacity usage, hardware faults, internet protocol address, hardware identification, operating system, application software, peripheral hardware, and other non-personally identifiable Software usage statistics to trouble shoot the Software and/or Hardware, facilitate the provisioning of updates, support, invoicing or online services, and to enhance, improve, and develop current and future SevOne products and services. Such transmission may be on a daily or other periodic basis, or upon a failure or crash of the Software. Customer also agrees that SevOne may transfer such information to other companies in the SevOne group of companies from time to time.

7.3 Performance Measurements. Licensee acknowledges and agrees that changing objects, indicators or polling frequency in the Product can affect performance, including, without limitation the number of objects that are monitored, despite the number of objects licensed in the Order. Further information regarding limitations are set forth in the Documentation.

## **8. Infringement Indemnity**

8.1 Indemnification. Subject to the limitations set forth in this Section 8, SevOne shall indemnify, defend, or at its option, settle any claim or action against Customer and hold Customer harmless from any and all liabilities, damages, expenses, settlements and costs (including reasonable attorneys fees) finally awarded against Customer, arising from or occurring as a result of any third party claim or action alleging that the Software infringes any United States patent or copyright.

8.2 Procedure. SevOne's obligation to defend and indemnify Customer under this Section 8 shall be subject to Customer: (i) promptly notifying SevOne in writing of first learning of the claim or action giving rise to the indemnity; (ii) providing SevOne with sole and exclusive control over the defense and/or settlement of such action or claim; and (iii) providing SevOne with proper and full information and reasonable assistance to defend and/or settle any such claim or action. SevOne shall not be responsible for indemnifying Customer with respect to costs incurred, or amounts paid in any settlement, unless SevOne approved such costs or settlements in advance.

8.3 Exceptions. SevOne will have no liability under this Section 8 for any claim or action where such claim or action results from (i) combination, operation or use of the Software with other hardware or software not provided by SevOne; (ii) modification of the Software unless such modification was made or authorized by SevOne; (iii) compliance with Customer's designs, specifications or instructions; or (iv) Customer's use of the Software in any manner inconsistent with the terms of this Agreement or any document provided by SevOne. Notwithstanding anything to the contrary, SevOne shall not be liable for any claim based on Customer's use of the Software after SevOne has informed Customer of modifications of the Software required to avoid such claims and offered to implement those modifications, if such claim would have been avoided by implementation of such modifications.

8.4 Infringement Remedies. If Customer's use of the Software becomes enjoined, SevOne may at its sole option: (i) procure, at no cost to Customer, the right to continue using the Software; (ii) replace or modify the Software to render it non-infringing; or (iii) if, in SevOne's reasonable opinion, neither (i) nor (ii) above are commercially feasible, immediately terminate SevOne's obligations (and Customer's rights) under this Agreement with regard to such Software, and, if Customer returns such Software to SevOne, refund to Customer the price originally paid by Customer to SevOne for such Software as depreciated or amortized by an equal annual amount over five (5) years.

8.5 Sole and Exclusive Remedy. THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF SEVONE AND THE EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

## **9. Limitation of Liability**

EXCEPT FOR DAMAGES ARISING OUT OF (A) CUSTOMER'S BREACH OF SEVONE'S INTELLECTUAL PROPERTY RIGHTS, INCLUDING WITHOUT LIMITATION ANY OF THE LICENSING TERMS AND RESTRICTIONS SET FORTH HEREIN, (B) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (C)

SEVONE'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, OR (D) DEATH OR BODILY INJURY CAUSED BY SEVONE'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT, (I) THE TOTAL LIABILITY OF SEVONE AND ITS SUPPLIERS AND CONTRACTORS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF THE AMOUNTS PAID BY CUSTOMER TO SEVONE FOR SUCH PRODUCTS OR SERVICES, DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCE, GIVING RISE TO SUCH LIABILITY, OR \$500,000.00 ( CUMULATIVE AND NOT PER INCIDENT), AND (II) IN NO EVENT SHALL A PARTY OR ITS SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOST DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

## **10. Termination**

10.1 By SevOne. SevOne shall have the right to terminate this Agreement, the Exhibit(s) and/or any of Customer's licenses to the Software granted herein, without liability, in the event Customer (i) fails to cure a payment default under this Agreement within thirty (30) days of SevOne sending to Customer a default notice (ii) fails to comply with any other term or condition of this Agreement within thirty (30) days of receiving a notice to cure such failure, or (iii) becomes insolvent or takes any action to wind-up, liquidate or otherwise cease doing business. In addition, this Agreement and all licenses granted hereunder shall automatically terminate if Customer transfers the Hardware to a third party in violation of this Agreement.

10.2 By Customer. Customer may terminate this license at any time for any reason, upon written notice to SevOne.

10.3 Effect of Termination. Upon any termination of this Agreement or an Order, all applicable licenses are also terminated, and Customer shall immediately cease use of the applicable Software and shall return to SevOne such Software and all copies thereof. However, if this Agreement is terminated, but not an outstanding Order, the terms and conditions of this Agreement shall continue to govern such Order. Termination of the term of this Agreement or an Order shall not limit either party from pursuing any remedies available to it, including injunctive relief, or relieve Customer's of its obligation to pay all fees that have accrued, have been paid, or have become payable by Customer hereunder.

10.4 Survival. The provisions of Sections 1, 2.3, 2.4, 5, 6.4, 7, 8, 10.3, 11, and 12 shall survive termination of this Agreement.

## **11. Confidentiality**

11.1 Confidential Information. Either party may, from time to time, deliver to the other certain non-public information including formulas, flow charts, diagnostic routines, business information, forecasts, financial plans and data, balance sheet information, customer information, marketing plans, hardware, software and unannounced product information (collectively, "Confidential Information"). Such Confidential Information, if in writing, shall be marked prominently with the legend "confidential", "proprietary", or with a similar legend, or if disclosed orally shall be described as Confidential Information at the time of oral disclosure. However, regardless of any marking or subsequent summary, information disclosed shall be considered confidential if a reasonable person under the circumstances would understand such information to be of a confidential nature. Notwithstanding anything to the contrary herein, the Software, Documentation and non-public Product information shall be deemed Confidential Information.

11.2 Protection. A party shall not use or disclose Confidential Information of the other, except as expressly authorized by this Agreement or in writing by the disclosing party, using the same degree of care which receiving party uses with respect to its own proprietary information, but in no event with less than with reasonable care.

11.3 Exceptions. The foregoing obligations of confidentiality shall not apply to any information that the receiving party can show is or was:

- (i) Already known to the receiving party at the time of disclosure without obligation of confidentiality;
- (ii) Independently developed by the receiving party without use of or access to the other party's Confidential Information;
- (iii) Approved for disclosure by the disclosing party beforehand and in writing;
- (iv) Publicly known without breach of this Agreement;
- (v) Lawfully received by receiving party from a third party without obligation of confidentiality;

(vi) Required to be disclosed by applicable law or order of a court, tribunal or other governmental agency; provided, however, that the receiving party shall promptly notify the disclosing party in writing of such requirement, and shall cooperate with the disclosing party to minimize the scope of any such disclosure, and in the obtaining of a confidentiality, protective or similar order.

**12. General Provisions**

12.1 This Agreement shall be interpreted and enforced in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The UN Convention on Contracts for the International Sale of Goods shall not apply.

12.2 This Agreement (including all Exhibits) and any Order is the entire agreement of the parties, and supersedes all prior agreements and communications, written or oral, between the parties with respect to the subject matter of this Agreement. The terms and conditions of any purchase orders or invoices issued by a party shall not be binding even if accepted by the other party. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions shall not be affected or impaired. This Agreement may be modified only by a written agreement executed by authorized officers of each party. No delay or omission to exercise any right or remedy accruing to either party hereunder shall impair that right or remedy, or be construed to be a waiver of any breach or default.

12.3 This Agreement may be executed in two (2) or more counterparts, each of which shall be considered an original.

12.4 Customer may not assign this Agreement without the prior written consent of SevOne and any such attempted assignment shall be void. SevOne may assign this Agreement in the event of a merger, acquisition or sale of all or substantially all of SevOne’s assets. Subject to the foregoing, this Agreement shall be binding upon and insure to the benefit of the parties hereto, their successors and permitted assigns.

12.5 Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party’s reasonable control, including without limitation acts of God, labor disputes, shortages of supplies, fire, war, disruption related to terrorism, epidemics, or delays of common carriers.

12.6 Customer hereby acknowledges that the Products supplied by SevOne hereunder are subject to export controls under the laws and regulations of the United States, as well as any applicable laws and regulations of the territories outside of the United States. Customer shall comply with such laws and regulations and agrees not to export, re-export or transfer SevOne Products without first obtaining all required governmental authorizations or licenses. SevOne and Customer each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents.

12.7 Any notice under this Agreement must be in writing and is deemed given and effective 3 business days after mailing first class, postage prepaid, or when sent by facsimile (confirmed by first class mail) or when delivered by overnight express or other delivery service, to the party at the address listed above.

12.8 Customer agrees that SevOne may list Customer’s name in any customer lists and it will cooperate with SevOne in the preparation of a press release to be issued by SevOne immediately following the Effective Date announcing the signing of Customer as a customer of SevOne.

By signing below, the parties have caused this Agreement to be duly executed by their respective authorized representatives, effective from the date last signed below or initial sale, license or provision of services by SevOne, if earlier (the “Effective Date”).

On behalf of SevOne, Inc.

On behalf of CUSTOMER: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: 800 Boylston Street  
29<sup>th</sup> Floor  
Boston, MA 02199

Address: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A-1**

**ORDER FORM**

**THIS ORDER FORM** dated and entered into as of this \_\_\_ day of \_\_\_\_\_ 201x (the "Order Effective Date"), is made by and between SevOne, Inc., located at 800 Boylston Street, 29<sup>th</sup> Floor, Boston, MA 02199 ("SevOne") and \_\_\_\_\_, located at \_\_\_\_\_ ("Customer") pursuant to and subject to the terms and conditions of the Master Software License and Maintenance Agreement dated \_\_\_\_\_, 201x between the parties.

1. SOFTWARE AND HARDWARE: *[Description and/or Specifications; Use Restrictions (i.e. number of Objects licensed)]*
2. DELIVERY DATE: *[Delivery date and mechanism]*
3. LICENSE FEES:
4. MAINTENANCE AND SUPPORT SERVICES TERM
5. MAINTENANCE AND SUPPORT SERVICES LEVEL FEES:

**Maintenance Level**

- Gold (18%)
- Platinum (21%)

**Time zone for Support hours (Gold Maintenance Level only)**

Please indicate the UTC offset time zone Customer will receive Business Day TAC Support.

\_\_\_\_\_ UTC offset of chosen Time Zone (i.e +0 for London, -5 for New York, +8 for Singapore)

- DST Observed by Customer (check if Daylight Savings Time is observed)

6. ADDITIONAL TERMS (IF ANY):
7. CONTACTS: */[List "bill to" and "ship to" contacts and addresses]*

**AGREED AND ACCEPTED** on behalf of the parties by their duly authorized representatives as of the Order Effective Date written above.

**SEVONE, INC.**

**CUSTOMER:** \_\_\_\_\_

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Typed Name:** \_\_\_\_\_

**Typed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_