



800 Boylston Street, Suite 2900, Boston, MA 02199

## 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

“**Documentation**” means the user instructions, installation guides, technical manuals and other documentation (whether in electronic form or otherwise) made available to Customer or to SevOne’s customers generally, in connection with any Product.

“**Hardware**” shall mean the hardware devices purchased by Customer or otherwise provided by SevOne, as set forth in an applicable Order.

“**Hardware-Specific Software**” means Software that is embedded in, preinstalled on, or otherwise provided specifically for use with Hardware.

“**Maintenance and Support Services**” mean those services provided by SevOne as elected by Customer in the Order, and generally described at <https://www.sevone.com/datasheet/sevone-gold-and-platinum-maintenance>.

“**Order**” means each ordering document, substantially in the form attached hereto as **Exhibit A-1** signed by the duly authorized representatives of both parties, which identifies the Software, Hardware and/or Services ordered by Customer from SevOne and which incorporates the terms and conditions of this Agreement by reference.

“**Products**” mean, collectively, Hardware and/or Software.

“**Product Technology**” means any feature, design, technology or intellectual property embedded in or otherwise related to any Product.

“**Professional Services**” means professional services provided by SevOne hereunder, including, but not limited to, installation and consulting services, as set forth in an applicable Order or Statement of Work.

“**Services**” means collectively, Maintenance and Support Services, Professional Services and/or any other services provided by SevOne hereunder, as set forth in an applicable Order or Statement of Work.

“**Software**” means the object code version of SevOne’s proprietary software products, whether or not embedded in, installed on, or otherwise related to Hardware, that SevOne may make available to Customer, including any Updates and Upgrades thereof.

“**Statement of Work**” means a separate document signed by the duly authorized representatives of both parties, which describes the duties to be performed by SevOne for the installation or other Services ordered by Customer from SevOne and which incorporates the terms and conditions of this Agreement by reference.

“**Third Party Components**” has the meaning set forth in Section 2.1.

“**Update**” means any minor release, patch, error correction, improvement, enhancement or modification to the Software, generally distributed to customers that subscribe to Maintenance and Support Services.

“**Upgrade**” means any new release of the Software, 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 from the Products.

“**Warranty Period**” has the meaning set forth in Section 6.1.

## 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, right and license (without the right to grant sublicenses) to execute and use the Software identified in an applicable Order, solely for Customer's own internal business operations (which include internal data processing), in accordance with the related Documentation and in accordance with the license term, scope and type of use set forth in such Order, at the installation site set forth in the Order (the "Site"). Customer may use the Documentation solely in connection with its authorized use of the Products and shall not allow any unauthorized access to, copying of, or the creation of derivative works from, the Documentation. Unless otherwise authorized by SevOne in writing, Hardware-Specific Software may only be used on the particular Hardware provided by SevOne, as set forth in an applicable Order and specified by serial number. Customer may not relocate the Hardware on which any Hardware-Specific Software resides from the Site without SevOne's prior written consent. The Software may contain or otherwise make use of software, code or related materials from third parties, including "open source" or "freeware" software ("Third Party Components"). Certain Third Party Components may be subject to separate license terms that accompany such Third Party Components that, to the extent they conflict with the terms of this Agreement, supersede the terms of this Agreement. For Customer's convenience, SevOne makes available a list of Third Party Components on its website at: [https://www.sevone.com/sites/default/files/notice\\_and\\_attribution.pdf](https://www.sevone.com/sites/default/files/notice_and_attribution.pdf). If required by any license for a particular Third Party Component, SevOne makes the source code of such Third Party Component, and any of SevOne's modifications to such Third Party Component, as required, available upon written request to SevOne at the notice address provided herein.

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) copy any Product Technology; (ii) transfer, assign or sublicense its license rights under this Agreement to any other person; (iii) access or use any Hardware-Specific Software on any hardware other than the Hardware in which it was embedded, on which it was pre-installed or for which it was otherwise provided; (iv) make error corrections or otherwise modify or adapt any Product or create derivative works based upon any Product or Product Technology; (v) distribute, resell, rent, lease, loan or use any Software, Documentation or Product Technology 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; (vi) decompile, decrypt, reverse engineer, re-engineer or disassemble any Product or otherwise reduce the Software to human-readable form or gain access to trade secrets or confidential information in any Product; (vii) use any Product, Documentation or Product Technology in contravention to any applicable laws or government regulations; (viii) remove any product identification, trademark, copyright or other notices contained in or on the Software, Documentation and, if applicable, the Hardware; (ix) use or access any Software, Hardware, Documentation or Product Technology in order to build a competitive product or service; (x) use any Product, Documentation or Product Technology for performance, benchmarking or comparison testing or analysis; or (xi) permit any third party to do any of the foregoing. Additional restrictions regarding use of the Product 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, Documentation and Product Technology. 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 any Software, Documentation and Product Technology, or any portion thereof other than as specifically set forth in this Agreement. Customer acknowledges that the use, copying, disclosure or dissemination of the Software, Product Technology or any confidential or proprietary information embodied therein, in a manner not authorized by this Agreement would cause irreparable harm to SevOne that could not be fully remedied by monetary damages. Customer therefore agrees that SevOne shall be entitled, in addition to any other remedies available to it at law or in equity, to such injunctive or other equitable relief as may be necessary or appropriate to prevent such unauthorized use, copying, disclosure or dissemination without the necessity of proving actual or irreparable damage.

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, as set forth in the Order, Customer agrees to immediately notify SevOne in writing and pay to SevOne the then-current fee associated with such additional usage, without limiting any other right or remedy available to SevOne. SevOne may, upon thirty (30) days' advance notice and at its expense, conduct an audit, during Customer's normal business hours and no more frequently than annually, of Customer's use of the Products to verify compliance with this Agreement. If the audit reveals that Customer's use has exceeded the authorized use of the Software by 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, without limiting any other right or remedy available to SevOne.

**3. Order Placement.** Orders for Products and Services are non-cancellable, and shall be set forth on an applicable Order or Statement of Work. Each Order and Statement of Work shall be treated as a separate license, governed by the terms and conditions of this Agreement. Fees for 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.

**5. Fees; Payment Terms; Taxes.** Unless otherwise set forth in an Order, Customer shall pay all fees due for the Products and 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 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 and 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, at the time of initial delivery and for a period of thirty (30) days thereafter (the "Warranty Period"), the Software will operate in substantial conformity with the then current Documentation when used in compliance with such Documentation. If the Software fails to perform as warranted and SevOne is notified in writing of such failure during the Warranty period, SevOne shall, as Customer's sole remedy, (a) provide all reasonable programming services necessary to enable the Software to conform to the warranty; (b) replace any defective Software; or (c) refund amounts paid by Customer to SevOne in respect of the defective Software. SevOne's warranty obligations extend only to material errors that can be demonstrated to exist in an unmodified version of the Software made generally available by SevOne, except where all modifications were carried out by SevOne pursuant to an applicable Statement of Work. Customer will notify SevOne promptly in writing of any breach of warranty. Customer will provide SevOne with reasonable assistance in identifying, reproducing, and/or remedying any defects. 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 hereunder shall be void if any Software is modified other than by SevOne pursuant to an applicable Statement of Work. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE THIRD PARTY COMPONENTS ARE PROVIDED "AS IS," "WHERE IS," "AS AVAILABLE," "WITH ALL FAULTS" AND, TO THE FULLEST EXTENT PERMITTED BY LAW, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND.

6.2 Hardware Warranty. Hardware may be covered by a separate warranty in accordance with the applicable warranty terms and conditions found at <https://www.sevone.com/datasheet/hardware-warranty>. Customer may purchase warranty extensions for Hardware for as long as the Hardware's manufacturer allows warranty extensions for such Hardware to be purchased.

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, reperform the Services.

6.4 DISCLAIMER. EXCEPT AS SPECIFIED IN THIS SECTION 6, ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, STATUTORY OR OTHERWISE, RELATING TO THE PRODUCTS, SERVICES, THIRD PARTY COMPONENTS, 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 AND ANY WARRANTIES REGARDING THE SECURITY, QUIET ENJOYMENT, RELIABILITY, TIMELINESS, AND PERFORMANCE, ARE HEREBY DISCLAIMED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

**7. Software Support; Aggregated Data**

7.1 Maintenance and Support Services. The initial term of Maintenance and Support Services is for twelve (12) months, commencing from the date of delivery of the Software, and automatically renews for additional twelve (12) month periods (each such period, a "Maintenance Term"), for so long as SevOne provides Maintenance and Support Services for the Software, unless earlier terminated by either Party by providing written notice delivered at least thirty (30) days prior to the expiration of the then-current Maintenance Term. Fees for Maintenance and Support Services may increase by no more than 5% from one Maintenance Term to the next. 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 were 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 any 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 a minimum period of eighteen (18) months after the date the Software was made available to Customer.

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, except for replacement Hardware provided under the Hardware warranty terms and conditions in Section 6.2, SevOne will provide replacement, updated or upgraded Hardware only upon payment by Customer of any applicable fees due for such updated or upgraded Hardware.

Maintenance and Support Services provided for any Customer-specific configurations that may be provided by SevOne to Customer as part of Professional Services or for any configuration implemented by Customer is subject to additional fees, to be agreed by the parties in writing.

7.2 Aggregated Data. Customer understands and 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-attributable and de-identified Software usage statistics ("Aggregated Data"). SevOne owns Aggregated Data and uses it in its discretion to troubleshoot the Products, 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

7.3 Performance Measurements. Customer 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 an applicable Order. Further information regarding limitations is set forth in the Documentation.

## **8. Infringement Indemnity**

8.1 Indemnification. Subject to the limitations set forth in this Section 8 and Section 9 below, SevOne shall 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 attorney's fees) finally awarded against Customer, arising from or occurring as a result of any third party claim or action alleging that the Software (excluding the Third Party components) infringes any United States patent or copyright.

8.2 Procedure. SevOne's obligation to indemnify Customer under this Section 8 shall be subject to Customer: (i) notifying SevOne in writing promptly upon first learning of the claim or action giving or likely to give 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 Products 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 an infringement claim is actually brought or SevOne has reason to believe that such a claim may be brought, 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, 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 (a) for perpetual licenses, the price originally paid by Customer to SevOne for such Software as depreciated or amortized by an equal annual amount over five (5) years or (b) for subscription, prepaid fees for the remainder of the then-current Maintenance Term, on a pro rata basis..

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 ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE PRODUCTS.

**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, THE TOTAL LIABILITY OF SEVONE AND ITS SUPPLIERS AND CONTRACTORS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR CUSTOMER’S USE OF THE PRODUCTS SHALL NOT EXCEED THE LESSER OF THE AMOUNTS PAID BY CUSTOMER TO SEVONE FOR THE PRODUCTS OR SERVICES GIVING RISE TO SUCH LIABILITY, DURING THE SIX (6) MONTHS PERIOD PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH LIABILITY, OR \$250,000.00. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. IN NO EVENT SHALL SEVONE 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 ARISING OUT OF OR RELATED TO THIS AGREEMENT OR CUSTOMER’S USE OF ANY PRODUCT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE, EVEN IF SEVONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

## **10. Term and Termination.**

10.1 Term. This Agreement shall become effective on the Order Effective Date and shall continue in effect during the license term selected in the Order, provided that if Customer breaches the terms of Section 2, SevOne shall have the right to terminate the license term and all the rights granted hereunder shall revert to SevOne. In the event of termination of the license term (either Perpetual or Subscription, as indicated in an Order), Customer shall destroy the Software and all copies, in whole or in part, and any other SevOne Confidential Information in Customer’s possession.

10.2 Termination. Each Party may terminate this Agreement (or an applicable Order or Statement of Work) by providing a notice to the other Party if it has failed to perform any material obligation and has not fully cured the failure within thirty (30) days (ten (10) days in the case of late payments) after it has been given an initial notice specifying the breach. Additionally, a Party may terminate this Agreement if the other Party becomes insolvent or takes any action to wind-up, liquidate or otherwise cease doing business.

10.3 Effect of Termination. Upon any termination of this Agreement or any applicable Order or Statement of Work, (i) if the Order is for subscription licenses, all applicable licenses are also terminated, and Customer shall immediately cease use of the applicable Hardware, Software and Documentation and shall return to SevOne such Hardware, Software and Documentation (and all copies thereof), for which purpose SevOne will provide a pre-paid return label for the return of the Hardware; and (ii) if the Order is for perpetual licenses, Customer shall retain the Hardware and Software, however all maintenance and support services (including updates and upgrades) shall automatically terminate. To the extent that SevOne has the right to do so, it shall assign to Customer any remaining rights under all warranties for hardware delivered by SevOne that are manufactured by third parties and shall provide to Customer a copy of the third party warranty terms pertaining to such hardware. The terms and conditions of this Agreement will continue to govern any Order or Statement of Work that is not terminated. Unless termination is due to SevOne’s breach of this Agreement, no refunds will be provided by SevOne for any fees paid or prepaid by Customer prior to the termination of this Agreement or any applicable Order or Statement of Work, and all fees that have accrued or have become payable by Customer hereunder shall be due in full upon termination.

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. SevOne may, from time to time, deliver to the Customer 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. Customer shall not use or disclose SevOne's Confidential Information, except as expressly authorized by this Agreement or in writing by SevOne, using the same degree of care which Customer 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 Customer can show is or was: (i) Already known to Customer at the time of disclosure without obligation of confidentiality; (ii) Independently developed by Customer without use of or access to SevOne's Confidential Information; (iii) Approved for disclosure by SevOne beforehand and in writing; (iv) Publicly known without breach of this Agreement; (v) Lawfully received by Customer from a third party without obligation of confidentiality; or (vi) Required to be disclosed by applicable law or order of a court, tribunal or other governmental agency; provided, however, that Customer shall promptly notify SevOne in writing of such requirement, and shall cooperate with SevOne 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 Commonwealth of Massachusetts, without regard to its conflict of laws principles. The UN Convention on Contracts for the International Sale of Goods shall not apply. The Parties agree that any litigation between them may only be brought in courts located within the Commonwealth of Massachusetts, and each Party consents to the jurisdiction of those courts. However, either Party may bring an action in any court of proper jurisdiction for purposes of seeking an injunction to stop or prevent a breach of this Agreement by the other Party.

12.2 This Agreement and all Orders and Statements of Work agreed to by the parties are the entire agreement of the parties, and supersede 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 issued by Customer shall not be binding upon SevOne, even if accepted by SevOne. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions shall not be affected or impaired. No modification or waiver of any provision of this Agreement shall be valid or binding unless made in writing and executed by an authorized officer 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 assign this Agreement, including by operation of law, upon written notice to SevOne at least 30 days prior to any assignment, provided that the Agreement is not assigned to a direct or indirect competitor of SevOne. Any other attempted assignment shall be void. SevOne may assign this Agreement without consent to an affiliate or in the event of a merger, acquisition or sale of all or substantially all of SevOne's assets or stock. Subject to the foregoing, this Agreement shall be binding upon and inure 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 may be 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 below.

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.

**[SIGNATURE PAGE FOLLOWS]**

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  
Suite 2900  
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, Suite 2900, 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. Products**

- a. SOFTWARE AND HARDWARE: *[Description and/or Specifications; Use Restrictions (i.e. number of Objects licensed)]*
- b. DELIVERY DATE: *[Delivery date and mechanism]*
- c. LICENSE FEES:
- d. MAINTENANCE AND SUPPORT SERVICES TERM
- e. MAINTENANCE AND SUPPORT SERVICES LEVEL FEES:

**2. License Type**

- perpetual license
- subscription term license\*. Start Date \_\_\_\_\_. End Date \_\_\_\_\_.

\*The license subscription term begins and ends as set forth in this Order. Unless otherwise agreed in an Order, the license subscription term renews automatically. Prior to the renewal of any license subscription term, Customer will be invoiced the total annual subscription fees and shall pay such invoice as set forth in the Order.

**3. 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)

**4. Additional Terms (IF ANY):**

**5. Contacts** *[/List "bill to" and "ship to" contacts and addresses]*

**[SIGNATURE PAGE FOLLOWS]**



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