

## END USER LICENSE AGREEMENT FOR CHRISTIANSTEVEN SOFTWARE PRODUCTS

THIS END USER LICENSE AGREEMENT ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN CHRISTIANSTEVEN SOFTWARE ("CHRISTIANSTEVEN") AND YOU INDIVIDUALLY IF YOU ARE AGREEING TO IT IN YOUR OWN CAPACITY, OR IF YOU ARE ACQUIRING THE SOFTWARE PRODUCT ON BEHALF OF YOUR CORPORATION OR OTHER ORGANIZATION, THEN BETWEEN SUCH CORPORATION OR ORGANIZATION FOR WHOSE BENEFIT YOU ACT ("THE CUSTOMER") NOTE: YOUR CORPORATION OR ORGANIZATION MAY HAVE A SIGNED WRITTEN AGREEMENT DIRECTLY WITH CHRISTIANSTEVEN (E.G., AN ENTERPRISE OR MASTER LICENSE AGREEMENT) THAT SUPPLEMENTS OR SUPERSEDES ALL OR PORTIONS OF THIS AGREEMENT.

CHRISTIANSTEVEN IS ONLY WILLING TO PROVIDE THE SOFTWARE PRODUCT(S) DESCRIBED IN THE APPLICABLE ORDER (THE "SOFTWARE") ON THE CONDITION THAT THE CUSTOMER ACCEPTS ALL OF THE TERMS CONTAINED IN THIS AGREEMENT. THE CUSTOMER ACCEPTS THIS AGREEMENT BY CLICKING ON THE "ACCEPT" BUTTON OR INSTALLING OR USING THE SOFTWARE. IF YOU DO NOT AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT, OR IF YOU DO NOT HAVE THE AUTHORITY TO BIND YOUR CORPORATION, YOU MUST DISCONTINUE INSTALLING THE SOFTWARE AND REFRAIN FROM USING THE SOFTWARE. THE "EFFECTIVE DATE" OF THIS AGREEMENT WILL BE THE EARLIEST OF THE DATE SPECIFIED IN THE APPLICABLE ORDER, OR THE DATE THAT CUSTOMER FIRST CLICKED ON THE "ACCEPT" BUTTON OR INSTALLED THE SOFTWARE.

IN THE EVENT THAT THE CUSTOMER DID NOT ACQUIRE THE SOFTWARE FROM CHRISTIANSTEVEN, OR AN AUTHORISED CHRISTIANSTEVEN DISTRIBUTOR ("AUTHORISED DISTRIBUTOR"), THEN THE CUSTOMER MAY NOT ENTER INTO THIS AGREEMENT OR USE THE SOFTWARE. NO OTHER THIRD PARTY HAS THE RIGHT TO TRANSFER A COPY OF THE SOFTWARE TO THE CUSTOMER. CHRISTIANSTEVEN AUTHORISED DISTRIBUTORS DO NOT ACT AS AGENTS OF CHRISTIANSTEVEN, AND SUCH DISTRIBUTORS MAY NOT ENTER INTO ANY CONTRACTS ON BEHALF OF CHRISTIANSTEVEN NOR DO THEY HAVE ANY AUTHORITY TO MODIFY THE TERMS OF THIS AGREEMENT.

- 1. OWNERSHIP.** The Software is licensed, not sold, even if for convenience this Agreement makes reference to words such as "sale" or "purchase". All worldwide copyright and other intellectual property rights in the Software and all copies of the Software, and all improvements, enhancements, modifications or derivative works of the Software, however made, are the exclusive property of ChristianSteven and its suppliers. All rights in the Software not expressly granted to the Customer in this Agreement are reserved by ChristianSteven and its suppliers. There are no implied licenses under this Agreement.
- 2. GRANT OF LICENSE.** Subject to the terms and conditions of this Agreement and timely payment of all fee(s) described in the applicable order, for each license that the Customer purchases under this Agreement, ChristianSteven grants the Customer a personal, non-exclusive, non-transferable license, which begins on the Effective Date and will be either (i) perpetual or (ii) for an initial subscription term of one or more years, as set forth in the applicable order, to install and execute the Software, only on computers in the Customer's sole possession and only by one or more individuals in the Customer's employment. Subscription licenses will automatically renew for an additional year at the end of the initial subscription term and on each anniversary thereafter unless notice of nonrenewal is given by either party at least 90 days prior to the upcoming anniversary.
- 3. RESTRICTIONS.** The Customer may not do (or permit others to do) any of the following: (a) modify, adapt, alter, translate, or create derivative works of the Software; (b) reverse engineer, decompile or disassemble the Software, or otherwise attempt to derive the source code of the Software except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (c) remove, alter, or obscure any confidentiality or proprietary notices (including copyright and trademark notices) of ChristianSteven or its suppliers on the Software, including any copies of the Software that the Customer is permitted to make under this Agreement; (d) use the Software other than as described in the Documentation; (e) merge or use the Software with any software or device for which it was not intended (as described in the Documentation); (f) extract or use any third party software or third-party content that is furnished by ChristianSteven in conjunction with the Software, with any software or application other than the Software; (g) distribute, sublicense or otherwise transfer licenses to the Software, or use the Software for the benefit of third parties in any time-sharing, outsourcing, service bureau, hosting, application service provider or managed service provider environment; (h) circumvent, or provide or use a program intended to circumvent technological measures (such as activation codes) that control installation or use of the Software; (i) use an activation code to install or use copies of the Software in any manner that exceeds the scope of the license under which the activation code is provided to; or (j) break the Software up into components and install the components on separate computers under a given license.
- 4. HIGH RISK ACTIVITIES.** The Software is not fault-tolerant and is not intended for use in high-risk activities. The Customer may not use the Software in the design, construction, operation or maintenance of any nuclear facility or weapon of mass destruction, or for the purpose of aircraft navigation or control or any other activity in which the failure of the Software could result in the loss of human life, personal injury or property damage.
- 5. MAINTENANCE AND SUPPORT.** The terms and conditions applicable to Maintenance and Support are described in the Maintenance and Support Schedule. For subscription licenses Maintenance and Support is included in the price of the Software subscription. For perpetual licenses, the first year of Maintenance and Support is required and begins on the Effective Date, and will automatically renew on each anniversary of the Effective Date unless notice of nonrenewal is given by either party in writing at least 90 days prior to the upcoming anniversary of the Effective Date.
- 6. UPGRADES.** If the Customer acquired the accompanying copy of the Software as an "upgrade" to a previously-installed release or edition (as indicated on the invoice, license certificate or product documentation provided to the Customer by ChristianSteven or its Authorised Distributor in connection with the Software, or on the screens displayed by the Software when it is installed), then the Customer may only use the upgrade if the Customer has a valid license to that previously installed release. The Customer's rights to the previously-installed edition licenses terminate once the upgrade is installed.
- 7. PROFESSIONAL SERVICES.** The parties may enter into one or more Statements of Work under which ChristianSteven will provide installation, configuration, optimization, training and other Professional Services to Customer and deliver such items

specified as deliverables under each Statement of Work. The terms and conditions applicable to Professional Services are described in the Professional Services Schedule.

- 8. CONFIDENTIALITY.** "Confidential Information" means any and all information related to a party's business that is labeled or identified as "confidential" or "proprietary"; or otherwise is of such a type or disclosed in such a way that a reasonable person would understand that the information disclosed is confidential or proprietary, including without limitation software, source code and specifications, trade secrets, development plans, content, technical information, business forecasts and strategies. Without limiting the foregoing, the Software and Documentation are the "Confidential Information" of ChristianSteven. Each party agrees (i) to hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party by using the same degree of care, but no less than a reasonable degree of care, as the receiving party uses to protect its own Confidential Information of a like nature against unauthorized dissemination and use, (ii) not to disclose such Confidential Information to any third parties, except as described herein and (iii) not to use any Confidential Information except for the purposes of this Agreement. Each party may disclose the other party's Confidential Information to its responsible employees and contractors with a bona fide need to know, but only to the extent necessary to carry out the purposes of this Agreement, and only if such employees and contractors are subject to a nondisclosure agreement sufficient to protect the other party's Confidential Information hereunder. The restrictions set forth in this section will not apply to any Confidential Information that the receiving party can demonstrate (a) was known to it prior to its disclosure by the disclosing party; (b) is or becomes publicly known through no wrongful act of the receiving party; (c) has been rightfully received from a third party authorized to make such disclosure without restriction; (d) is independently developed by the receiving party without reference to the disclosing party's Confidential Information. The parties agree that a breach of this section may cause irreparable damage which money cannot satisfactorily remedy and therefore, the parties agree that in addition to any other remedies available at law or hereunder, the disclosing party will be entitled to seek injunctive relief for any threatened or actual disclosure by the receiving party. ChristianSteven will be free to use or incorporate into any software, products or services, without any obligation to Customer, any suggestions, enhancement requests, recommendations or other feedback provided by Customer, except to the extent that such suggestions, enhancement requests, recommendations or other feedback (i) identify Customer as the source of the information, or (ii) contain any Customer personal information.
- 9. FEES.** Unless the applicable order states otherwise, all fees must be paid within sixty (60) days of receipt of invoice. All payments will be made as described in the applicable order, in the currency and by the method stated. License, Maintenance and Support, Professional Services fees and other fees are subject to change. Please consult ChristianSteven or its Authorised Distributor as to current fees before placing an order. All fees are non-refundable and non-cancellable except as expressly provided in this Agreement and do not include shipping, sales or use tax, withholding tax, excise tax, VAT or customs duties, all of which the Customer is responsible for paying above and beyond the fees of all types due to ChristianSteven or its Authorised Distributor. If ChristianSteven brings a legal action or engages a collection agency to collect past due amounts from Customer, Customer must also pay ChristianSteven's reasonable costs of collection, including attorney fees and court costs.
- 10. LIMITED WARRANTY.** ChristianSteven warrants to the original purchaser and to no one else that, for a period of thirty (30) days after the Effective Date, the media, if any, on which the Software is provided to the Customer, will be free of defects in materials and workmanship. The Customer's exclusive remedy for breach of this limited warranty is that ChristianSteven will replace any defective media that is returned to ChristianSteven (or the Authorised Distributor from whom the Customer acquired the Software) within the thirty (30) day warranty period. Any replacement media will be warranted as provided in this section for the remainder of the original thirty (30) day warranty period or ten (10) days, whichever is longer. This limited warranty does not apply to damage resulting from misuse, abuse or neglect. This limited warranty does not apply to any supplements or updates to the Software that are provided to the Customer after expiration of the thirty (30) day warranty period.
- 11. DISCLAIMER OF WARRANTY.** THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. CHRISTIANSTEVEN HEREBY EXCLUDES AND DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, RESULTS, EFFORTS OR QUIET ENJOYMENT. THERE IS NO WARRANTY THAT THE SOFTWARE IS ERROR-FREE OR WILL FUNCTION WITHOUT INTERRUPTION. THE CUSTOMER ASSUMES THE ENTIRE RISK ARISING OUT OF THE PERFORMANCE OR USE OF THE SOFTWARE. TO THE EXTENT THAT CHRISTIANSTEVEN MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.
- 12. LIMITATION OF LIABILITY.** IN NO EVENT WILL CHRISTIANSTEVEN, ITS SUPPLIERS OR ITS AUTHORISED DISTRIBUTORS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY SECURITY BREACH, LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE CUSTOMER'S USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF CHRISTIANSTEVEN OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF CHRISTIANSTEVEN, ITS SUPPLIERS AND ITS AUTHORISED DISTRIBUTORS IN CONNECTION WITH THIS AGREEMENT AND THE SOFTWARE, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF LICENSE FEES THAT THE CUSTOMER PAID TO USE THE SOFTWARE FOR THE PARTICULAR LICENSE UNDER WHICH LIABILITY HAS ARISEN (NOT INCLUDING FEES FOR SERVICES OR PRODUCTS OTHER THAN THE SOFTWARE). THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMIT. CUSTOMER ACKNOWLEDGES THAT THE LICENSE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT CHRISTIANSTEVEN WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN THIS SECTION WILL APPLY EVEN IF AN EXCLUSIVE REMEDY UNDER THIS AGREEMENT HAS FAILED OF ITS ESSENTIAL PURPOSE.
- 13. TERMINATION.** This Agreement will remain in effect until it is not renewed (in the case of a subscription license), or in the case of either a perpetual or subscription license, is terminated as provided below. This Agreement may be terminated for cause by either party in the event that the other party commits a material breach of this Agreement and does not cure such breach within thirty (30) days of receipt of written notice specifying such breach and the intent to terminate. Upon any non-renewal or termination of this Agreement (subject to the exception for perpetual licenses below), all licenses and rights granted to Customer

with respect to the Software will terminate, and Customer will immediately discontinue use of the Software and any of Christian Steven's Confidential Information, and further agrees ChristianSteven shall have the right to access Customer's server and uninstall the Software, or to verify that the Software has been uninstalled and is no longer in use, and to verify that any Confidential Information has either been returned to ChristianSteven or destroyed in accordance with ChristianSteven's instructions. Failure to allow such access will mean that Customer is obligated to pay an additional year of license fees. In the case of a perpetual license only, provided that Customer has paid the entire license fee, applicable Maintenance and Support fees, all fees due under any applicable Professional Services Schedule, and any other fees due, then any such perpetual Software license will survive such termination, unless ChristianSteven has terminated this Agreement due to Customer's uncured breach of (i) the license terms in Section 2 (Grant of License), the restrictions in Section 3 (Restrictions) above, or (iii) Customer's confidentiality obligations under Section 8 (Confidentiality) above, in which case such perpetual license(s) will not survive termination. ChristianSteven's right to terminate Customer's perpetual license for any of the reasons set forth in (i), (ii) or (iii) above will survive any termination of this Agreement by Customer or ChristianSteven. Sections 1, 3, 4, 8, 9, 11, 12, 13, 14, 15, 17 and 18 will survive termination of this Agreement for any reason.

- 14. EXPORT CONTROL.** The Customer will comply with all applicable export and import control laws and regulations in the Customer's use of the Software and, in particular, the Customer will not export or re-export the Software without all required government licenses. The Customer will defend, indemnify, and hold harmless ChristianSteven and its suppliers and Authorised Distributors from and against any violation of such laws or regulations by the Customer. If any approval or registration of this Agreement is required with government authorities where the Customer resides, or uses the Software, then the Customer will secure such approval or registration at its own expense as a condition to its right to use the Software under this Agreement.
- 15. GOVERNMENT USERS.** The Software is comprised of "commercial items", "commercial computer software", and "commercial computer software documentation" as such terms are as defined in FAR 2.101 and DFARS 252.227-7014(a)(1). The Software is provided to any federal, state or local government agency only subject to the terms and conditions of this Agreement and such additional terms as are agreed by the parties in a properly executed writing and that are consistent with (a) the policies set forth in 48 C.F.R. 12.212 (for federal, state and local civilian agencies); or (b) the policies set forth in 48 C.F.R. 227.7202-1 and 22.7202-3 (for units of the Department of Defense).
- 16. TRADEMARKS.** The Customer agrees that its company name, trademarks and logo can be used in ChristianSteven marketing material. Case studies, white papers and other material which require input from the Customer will not be prepared or distributed without the authorisation of the Customer which will not be unreasonably withheld. No rights to use ChristianSteven's logos or other trademarks are granted under this Agreement. If the Customer would like to use ChristianSteven's logos or other trademarks, please contact ChristianSteven.
- 17. USE OF CRYSTAL REPORTS AND ASSOCIATED COMPONENTS.** The Software does not have any Crystal Reports components included in it. The Software uses the components already existing on the Customer's PC or server. It is the Customer's responsibility to ensure that, in the use of these components, the Customer complies with the Crystal Reports End User License Agreement. By using the Software, the Customer confirms and takes responsibility for ensuring the Customer obtains the correct Crystal Reports licenses for the Customer's purposes.
- 18. GENERAL.** This Agreement shall be governed by the laws of the state of North Carolina, USA excluding its conflict of laws provisions, and each party irrevocably submits to the exclusive jurisdiction of the federal and state courts located in Mecklenburg County, North Carolina, USA in relation to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (USA) do not apply to this Agreement. All notices, under this Agreement must be delivered in writing by courier, by facsimile or by certified or registered mail (postage prepaid and return receipt requested) and shall be effective upon the earlier of receipt or three (3) business days after being deposited in the mail as required above. The parties hereto are independent contractors. Nothing in this Agreement shall be deemed to create an agency, employment, partnership, fiduciary or joint venture relationship between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. Licensee may not assign or transfer this Agreement or its rights and obligations under this Agreement. ChristianSteven may assign or transfer this Agreement or any rights or obligations herein. Any delay in or failure of performance by either party under this Agreement, other than a failure to pay amounts when due, shall not be considered a breach of this Agreement and shall be excused to the extent caused by any occurrence beyond the reasonable control of such party. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. This Agreement may be amended only by a written document signed by both parties. If any provision of this Agreement is held invalid or unenforceable, such provision shall be reformed to the extent necessary to make it valid and enforceable and the remaining provisions shall continue in full force and effect. This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. Without limiting the generality of the foregoing, this Agreement will supersede the terms of Licensee's form of purchase order, acknowledgment or other business forms notwithstanding ChristianSteven's acceptance or acknowledgment of such business forms. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party.

## MAINTENANCE AND SUPPORT SCHEDULE

This Maintenance and Support Schedule describes the Maintenance and Support services provided by ChristianSteven so long as Customer is a Maintenance and Support subscriber. In the event of a conflict between the Agreement and this Schedule, the terms and conditions set forth in the Agreement will govern unless otherwise expressly overridden by a provision contained in this Schedule. Capitalized terms used in this Schedule have the meaning assigned in the Agreement unless otherwise defined herein.

### 1. Definitions

- a) **"Updates"** shall mean periodic patches and minor releases as designated by the "Z" in the release code "X.Y.Z" designed to correct specific and/or minor errors in the Software and have undergone only a subset of ChristianSteven's full quality assurance and performance testing process needed to verify the correction(s).
- b) **"Upgrades"** shall mean periodic scheduled releases of the Software as designated by the "Y" in the release code "X.Y.Z", that may include performance enhancements or incremental features and have undergone ChristianSteven's full quality assurance and performance testing process designed to provide commercially reasonable assurance that the Upgrade performs according to the applicable specifications (normally documented in a "Read Me" or "Release Note" document in electronic or printed form).
- c) **"Major Releases"** shall mean releases that typically occur no more frequently than annually of the Software as designated by the "X" in the release code "X.Y.Z" designed to add major new features and/or algorithms to the Software and have undergone ChristianSteven's full quality assurance and performance testing process. Major Releases do not include separately priced new modules introduced as a component of the Software during any release cycle nor do Major Releases include New Products.
- d) **"New Products"** shall mean additional functionality that substantially enhances or extends the feature set of the Software or the New Product. A "New Product" is typically separately priced and packaged by ChristianSteven and may carry a trade name different than that of the Software or may be designated as a new generation of the Software.
- e) **"Program Errors"** shall mean one or more reproducible deviations in the standard, unmodified Software from the applicable specifications shown in the Documentation.
- f) **"Working Hours"** and **"Working Days"** shall mean Monday through Friday, during normal business hours in the applicable country from which ChristianSteven provides the Maintenance and Support services, excluding weekends and ChristianSteven holidays.

### 2. Support and Incremental Releases to the Software

Subject to the terms and conditions of the Agreement and this Schedule, and provided (i) Customer is fully paid-up on all applicable Maintenance and Support fees (or subscription fees, if applicable, as set forth in the applicable order) and (ii) is not otherwise in breach of this Agreement, Customer will be entitled to receive online support, phone support, and additional releases (Updates, Upgrades and Major Releases) specified in the applicable order, on a when-and-if available basis at no additional charge to Customer. Customer's IT department (or equivalent department) shall establish and maintain the organization and processes to provide "First Line Support" for the Software directly to users. First Line Support shall include but not be limited to (a) a direct response to users with respect to inquiries concerning the performance, functionality or operation of the Software, (b) a direct response to users with problems or performance deficiencies with the Software, (c) a diagnosis of problems or performance deficiencies of the Software, and (d) a resolution of problems or performance deficiencies of the Software. If after reasonable commercial efforts Customer's IT department is unable to diagnose or resolve problems or performance deficiencies of the Software, then Customer shall contact ChristianSteven for "Second Line Support" and ChristianSteven shall provide such support for the Software. Customer shall provide ChristianSteven with the necessary remote access, consistent with Customer's environment and security policies, to the Software so that ChristianSteven may, at its option, provide remote diagnostic capability. ChristianSteven does not assure performance of the services described herein if such remote access is not provided when requested. Customer may appoint up to two named technical staff to report problems or performance deficiencies to ChristianSteven.

### 3. Support for Program Errors

- 3.1. ChristianSteven will provide Second Line Support to Customer for Program Errors not resolved by Customer as described below. As set forth in Section 4.1 below, ChristianSteven has provided Customer with a telephone number and e-mail address that Customer may use to report Program Errors during Working Hours and Working Days. For Priority 1 Program Errors, Customer agrees to notify ChristianSteven via both telephone and e-mail. ChristianSteven will make diligent efforts to correct significant Program Errors that Customer identifies, classifies as to Priority and reports to ChristianSteven. If ChristianSteven disagrees with Customer's classification of a Program Error, the parties will meet and resolve the classification in good faith. Customer will provide sufficient information to enable ChristianSteven to duplicate the Program Error. Unless otherwise agreed in writing by ChristianSteven, ChristianSteven will not be required to correct any Program Error caused by: (a) incorporation, attachment of a feature, program, or device to the Software, or any part thereof, by anyone other than ChristianSteven; (b) any nonconformance caused by accident, transportation, neglect, misuse, alteration, modification, or enhancement of the Software; (c) Customer's use of the Software for other than the specific purpose for which the Software is intended under the terms of this Agreement; (d) if applicable, Customer's use of defective media or defective duplication of the Software; or (e) Customer's failure to incorporate any Updates, Upgrades or Major Releases previously released by ChristianSteven which corrects such Program Error. ChristianSteven will use diligent efforts to communicate with Customer about the Program Error, via telephone or e-mail within the following targeted response times:

Priority	Failure Description	Target Response Time
1	Enterprise critical/Software is not functioning	2 Working Hours
2	Severe impact (Software inconsistency causes significantly decreased productivity, such as periodic work stoppages or feature crashes)	4 Working Hours
3	Degraded operations (Software inconsistency causes some impaired productivity, but Customer can work around problem)	8 Working Hours
4	Minimal impact (Requests for minor changes in Software such as Documentation updates, cosmetic defects or enhancements)	2 Working Days

- 3.2. ChristianSteven will use diligent efforts to identify defective program code and to resolve each significant Program Error by providing either a reasonable workaround, an object code patch (or equivalent) or a specific action plan for how ChristianSteven will address the problem and an estimate of how long it will take to rectify the defect.
- 3.3. ChristianSteven agrees to support a given revision of the Software until the earlier of: (a) twelve (12) months from the date such revision is superseded by the next sequential Upgrade; or (b) until such revision is superseded by two (2) sequential Upgrades.

#### 4. Additional Functionality

The Customer may acquire, at then-current prices and terms, additional functionality from ChristianSteven at any time subject to the payment of the module license fee and pro-rata Maintenance and Support fee to cover the period up to the date of the next Maintenance and Support renewal for the existing license. The provision of upgrades or other new versions or releases does not expand the Customer's license rights under this Agreement unless the applicable order or schedule has been updated to include the additional functionality.

## PROFESSIONAL SERVICES SCHEDULE

This Professional Services Schedule applies to all Professional Services provided by ChristianSteven pursuant to a Statement of Work or other document. In the event of a conflict between the Agreement and this Schedule, the terms and conditions set forth in the Agreement will govern unless otherwise expressly overridden by a provision contained in this Schedule. Capitalized terms used in this Schedule have the meaning assigned in the Agreement unless otherwise defined herein.

1. **Services.** The parties will execute one or more statement(s) of work, each of which will expressly reference this Agreement and will be subject to the terms and conditions described in this Agreement (each a "Statement of Work"). For each such Statement of Work, ChristianSteven will use reasonable commercial efforts to perform the services set forth in such Statement of Work ("Services") and deliver the deliverables set forth in such Statement of Work ("Deliverables") in accordance with the schedule specified therein.
2. **Access and Equipment.** Customer will provide ChristianSteven with the necessary remote access, consistent with Customer's environment and security policies, so that ChristianSteven may provide the Services. In addition, ChristianSteven may require access to Customer's premises to provide the Services. Customer agrees to allow ChristianSteven reasonable access to the premises and reasonable use of equipment, space and basic office services at no charge, as necessary to provide the Services.
3. **Cooperation.** Customer shall cooperate with ChristianSteven in the performance by ChristianSteven of its Services hereunder. Customer shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to ChristianSteven for purposes of the performance by ChristianSteven of its Services hereunder.
4. **Billing Procedures and Compensation.**
  - 4.1. Customer agrees to pay ChristianSteven for the Services and the Deliverables in accordance with the pricing listed in the applicable Statement of Work. Customer shall pay ChristianSteven the fees incurred and described on such invoice as is further described in the Agreement.
  - 4.2. As necessary, upon submission of a report detailing ChristianSteven's reasonable actual out-of-pocket expenses incurred in connection with the Services, Customer shall reimburse ChristianSteven for reasonable travel and other incidental expenses incurred in connection with the delivery of the Services within thirty (30) days of receipt of such report.
5. **Term/Termination.**
  - 5.1. This Agreement shall commence on the Effective Date and continue until the earlier of the date when (i) all Services have been performed and all Deliverables have been delivered under all applicable Statement(s) of Work; or (ii) this Agreement is terminated as provided below.
  - 5.2. If either party materially breaches this Agreement (including failure to make any payment hereunder), the other party may terminate this Agreement by giving the breaching party thirty (30) days written notice of such breach, unless the breach is cured within the thirty (30) day notice period. In addition, ChristianSteven may terminate this Agreement for convenience at any time upon thirty (30) days written notice to Customer.
  - 5.3. Upon any expiration or termination of this Agreement, Customer agrees to pay ChristianSteven all amounts due or accrued as of the date of such expiration or termination. If ChristianSteven terminates this Agreement due to a default by Customer, Customer shall immediately return to ChristianSteven, and cease all further use of, all Deliverables and all copies of any documents, magnetically encoded materials, any software, drawings, flow charts, structure charts, and recording media and other materials furnished to Customer or used by ChristianSteven in rendering the Services for which full payment has not been made, and any license granted to Customer for the same shall be revoked. Customer agrees to reassign any rights granted by ChristianSteven to Customer for the same. Sections 4 through 9 inclusive shall survive any termination or expiration of this Agreement.
6. **Warranty and Disclaimer; Indemnity.**
  - 6.1. ChristianSteven agrees to perform the Services in a good and workmanlike manner.
  - 6.2. Without limiting the general applicability of the Agreement to this Professional Services Schedule, Sections 11 (Disclaimer of Warranty) and 12 (Limitation of Liability) of the Agreement will apply in full to this Schedule.
7. **Ownership, Use and Support of Work Product.**
  - 7.1. **"Intellectual Property Rights" or "IPR"** means any and all right, title and interest in and to intellectual property and proprietary rights that are recognized in any country or jurisdiction, including without limitation patent rights (including without limitation patent applications and disclosures), know-how, inventions, (whether or not patentable), copyright rights, moral rights, trade or service marks, trade dress, mask works, rights of priority, and trade secret rights, and all improvements, derivative works, and modifications thereto.
  - 7.2. **Customer Ownership.** ChristianSteven acknowledges and agrees that Customer retains ownership of, and will continue to retain ownership of any IPR in and to all materials or data that is provided by Customer ("Customer Property") to enable or assist ChristianSteven, in performing the Services.
  - 7.3. **ChristianSteven Ownership.** Customer acknowledges and agrees that ChristianSteven retains ownership of, and will continue to retain ownership of all IPR in and to any materials, software, technology or data existing as of the Effective Date and used by ChristianSteven in connection with performance of the Services ("ChristianSteven Property"). Customer also acknowledges and agrees that ChristianSteven shall own all IPR in and to all inventions, improvements, works of authorship and other innovations of any kind (including, without limitation, any modifications, derivative works, enhancements or improvements to the ChristianSteven Property) that ChristianSteven or its subcontractors may make, conceive, develop or reduce to practice, alone or jointly with others, in the course of performing, or as a result of, the Services (collectively, the "Work Product").
  - 7.4. **Customer License to Use Work Product.** ChristianSteven grants to Customer a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license and right to use, reproduce, modify, display, perform, and prepare derivative works of

any ChristianSteven Property or Work Product contained in the Deliverables for Customer's internal business purposes, for use in conjunction with Customer's use of the ChristianSteven Software licensed to Customer under the End User License Agreement between the parties, subject to Customer's payment for the Services rendered under this Agreement.

- 7.5. **License to Customer Property.** Customer hereby grants to ChristianSteven its subsidiaries and affiliates, under all of Customer's IPR, a royalty-free, irrevocable, worldwide, non-exclusive license to the Customer Property, to use, reproduce, create modifications, translations, improvements and derivative works of, distribute, perform, and display such Customer Property for the sole purpose of performing the Services herein. In addition, to the extent ChristianSteven incorporates the Customer Property into the Work Product, Customer hereby grants to ChristianSteven, its subsidiaries and affiliates, under all of its IPR, a royalty-free, irrevocable, worldwide, non-exclusive license to such incorporated Customer Property (and any modifications or improvements thereto made during the term or after) to use, reproduce, create improvements, modifications, translations and derivative works of, distribute, sublicense, perform, and display any such incorporated Customer Property, during the term and after.
- 7.6. **Third Party Technology.** Unless otherwise specified expressly in any Statement of Work, Customer shall be solely responsible for obtaining any third party rights, including without limitation any third party software licenses, necessary to utilize the Work Product.
- 7.7. **Maintenance and Support.** Customer agrees that ChristianSteven shall be under no obligation to maintain or support any Work Product, except as provided under separate agreement. ChristianSteven is not responsible for obsolescence of any Work Product that may result from changes in Customer's requirements or modifications or updates to any associated products or services used with the Work Product.

**ChristianStevenSoftware**  
 11020 David Taylor Dr Ste 317  
 Charlotte NC 28262  
 United States  
 Phone: (888) 781-8966  
 Fax: (888) 781-8966

# ORDER



**Lucky Corp**  
 Attn: Johnathan Lucky  
 123 David Street, Suite 111  
 Paris, TX, 12345 United  
 States

Order #: 0160328  
 Order Date: Apr 07 , 2015  
 Effective Date: Apr 21 , 2015  
 Customer Number: 123456

Description	Sub Total
Product Description	1.00
<b>Total</b>	1.00

All prices are in USD

All Software Products, Maintenance and Support and Professional Services shall in all cases be subject to the End User License Agreement for ChristianSteven Software Products ("EULA") attached to this Order Form, or found at <https://christiansteven.com/eula>, which is incorporated herein by this reference, with the same force and effect as if it was given in full text. Collectively this Order Form together with its exhibits shall be referred to as the "Agreement". Customer represents that it has reviewed the EULA and expressly agrees that it applies in full to the Software Products, Maintenance and Support and Professional Services purchased under this Order Form, and in the EULA's revised form on the date of any renewal of this Agreement, whether delivered to Customer in hard-copy or electronic form, or referenced on a web site URL link provided to Customer. This Order Form will remain in effect until terminated per the EULA.

Billing Information (to be filled by the customer)			
Payment Terms:	30 days	PO Required:	
Billing Contact Name:		(If Yes) PO Number:	
Billing Contact Email:		Phone Number:	

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the Effective Date set forth above.

SIGNED for and on behalf of  
**ChristianSteven Software**

SIGNED for and on behalf of

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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