<u>Software License Agreement</u>

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Technical Support and Maintenance Agreement

IF YOU HAVE PURCHASED THE RIGHT TO USE LICENSOR'S SOFTWARE, PLEASE READ THE SOFTWARE LICENSE AGREEMENT ("**LICENSE AGREEMENT**") SET FORTH BELOW BEFORE USING SUCH SOFTWARE. YOUR AGREEMENT TO THE TERMS OF THE LICENSE AGREEMENT IS REQUIRED PRIOR TO ANY SUCH USE.

IF YOU HAVE ENTERED INTO A SEPARATE MASTER SERVICES AGREEMENT WITH LICENSOR, THAT DOCUMENT SUPERSEDES THIS LICENSE AGREEMENT, AND THIS LICENSE AGREEMENT WILL BE OF NO FORCE AND EFFECT.

This MASTER SOFTWARE LICENSE AND SERVICE AGREEMENT (this "Agreement") is entered into as of _____ ("<u>Effective Date</u>") between Winshuttle UK Limited ("Licensor"); and _____, a _____ ("Licensee").

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1.1.   In consideration of Licensee paying applicable license fees and agreeing to the terms of this Agreement and during the License Term, Licensor hereby grants to Licensee a limited, non-exclusive, non-transferable license (the "License") in respect of the Software and Documentation, as determined by one or more purchase orders executed by the parties. The License gives Licensee the right to make one (1) production copy of the Software and such additional copies of the

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1.2   Title and Ownership. For purposes of this Agreement, "Intellectual Property" means all tangible and intangible property of Licensor provided to Licensee pursuant to this Agreement that is embodied in or used in connection with the Software and/or Documentation, and which is protected or may be protected under copyright, patent, trade secret, service mark, trademark or other proprietary rights. Licensee acknowledges and agrees that the Intellectual Property, including but not limited to the Software and Documentation, is exclusively owned by and reserved to Licensor and Licensor will retain all right, title and interest in the Intellectual Property. All derivative works, improvements, modifications, adaptations, alterations or additions to the Software created, or developed hereunder shall be the sole and absolute property of Licensor for all purposes unless otherwise agreed in writing by the parties.   Licensee will neither acquire nor assert any ownership or other proprietary rights in the Intellectual Property or in any derivation, adaptation or variation. The License does not constitute a sale or transfer of any ownership interest in the Software, Documentation or any portion or any copy or reproduction thereof, but merely constitutes a limited right to use the Software and Documentation during the Term as set out herein.

1.3   Software Delivery. Upon Licensor's receipt and acceptance of an order form, Licensor shall deliver or make available via electronic download, the Software and one set of electronic Documentation to Licensee. Except as mutually agreed to by Licensor and Licensee, Licensee, at its own expense, shall be responsible for installing the Software and all new versions thereof.

2. LICENSE RESTRICTIONS.

Licensee shall at all times comply with the following license restrictions in exercising the rights granted in Section 1 above:

a. Licensee shall not reverse engineer, decompile, disassemble, translate, interpret, or otherwise reduce or seek to reduce the Software to a human readable (source code) form, except and only to the extent that such activity is expressly permitted by applicable law, and then only upon prior written notice to Licensor. Licensee shall not reproduce, copy, distribute, or transmit the Software except that Licensee may make backup copies of the Software as may be necessary for its lawful use. Licensee shall record the number and location of all copies of the Software and take steps to prevent unauthorized copying.

b. Licensee shall not rent, lease, or transfer the Software or Documentation to any third party, nor use it to operate a rental, leasing, or service bureau business or any similar hosting or subscription arrangement. Licensee may use the Software only for its internal business purposes. Without

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d. Licensee will comply with, and upon request from Licensor will certify compliance with all user and other restrictions described in in this Agreement and the product Documentation (located at: https://winshuttle-help.s3.amazonaws.com/connect/en/license-restrictions.htm) and with respect to the types of licenses (https://winshuttle-help.s3.amazonaws.com/connect/en/license-definitions.htm) purchased by Licensee.

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Information on how to obtain source code for the Third Party Components, if applicable, may also be found at http://www.winshuttle.com/licensing. LICENSOR MAKES NO REPRESENTATION, CONDITION, WARRANTY OR OTHER COMMITMENT REGARDING SUCH THIRD PARTY COMPONENTS. LICENSOR HEREBY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL LIABILITY WITH RESPECT TO SUCH THIRD PARTY COMPONENTS.

3. **UPDATES**. Licensor (or its authorized representatives) shall provide you with any updates (i.e., bug fixes or minor feature corrections, but not upgrades or new versions) to the Software that Licensor makes generally available during the Initial Warranty Period (defined in Section 10 below); thereafter, updates, upgrades and new versions will be provided as part of the Support Program to the extent Licensee is current in its payments therefor. "Software" shall include any updates or upgrades to the Software that Licensor or its authorized representative supply to Licensee. A copy of Software that is delivered as an upgrade or update pursuant to the warranties specified in this Agreement or Licensee's subscription to Licensor's technical support and maintenance program ("**Support Program**") with respect to the Software, replaces and/or supplements the Software that formed the basis for Licensee's eligibility for the update or upgrade, shall be deemed "Software" as defined in this Agreement, and following Licensee's installation of the new copy of the Software, Licensee may use the resulting Software only in accordance with the terms of this Agreement.

4. **TERM AND TERMINATION**. This Agreement shall be effective upon the Effective Date, and, except in the case of a renewable term license, it shall continue unless it is terminated in accordance with this Agreement.

a. A party may terminate this Agreement by written notice to the other if:

(i)   for Licensor, Licensee fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make that payment

(ii)   commits a material breach (including, without limitation, violation of the restrictions set forth in Section 2 of this Agreement) of any term of this Agreement and (if that breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.

(iii)   becomes subject to any voluntary arrangement, is unable to pay its debts, has a receiver, manager, administrator or administrative receiver appointed over its assets, undertakings or income, has passed a resolution for its winding-up, or has a petition presented to any Court for its winding-up or for an administration order or suffers any similar or analogous proceedings in any jurisdiction;

(iv)   has any distraint, execution or other process levied or enforced on any of its property; or

(v)   is dissolved or ceases or threatens to cease to trade.

b. The failure of Licensor to insist upon strict adherence to provisions of this Agreement shall in no way constitute a waiver of the relevant provisions or any subsequent breach. Following termination of this Agreement, Licensee shall, upon Licensor's written notice, immediately cease to use of the Software.

c. Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.

d. On termination for any reason all rights granted to Licensee under this Agreement shall cease and Licensee shall immediately destroy or return to Licensor all copies of the Software then in its possession, custody or control and, in the case of destruction, certify to Licensor that it has done so. As of the termination date, any Services or Support shall immediately cease.

5. **RESERVATION OF RIGHTS**. Except for the rights expressly conveyed to Licensee under this Agreement, Licensor retains all title, copyrights, and other intellectual property and proprietary rights in and to the Software, including but not limited to all patent rights and trade secrets. This Agreement shall be construed as a license agreement only, and any rights not expressly granted herein are reserved by Licensor.

6. **RECORDS, REPORTS AND INSPECTIONS; USAGE DATA; PRIVACY**. Licensee shall keep accurate and current records with respect to its distribution and use of the Software ("Records"). During the term of this Agreement and for three (3) years thereafter, Licensor or its representatives may on an annual basis, upon reasonable prior notice, direct an audit firm to audit, inspect and make copies of any Records. Any such inspection shall take place during Licensee's

normal business hours and Licensor shall use all commercially reasonable efforts to avoid any disruption of Licensee's business operations when conducting the inspection The auditors shall protect the confidentiality of Licensee's Confidential Information and abide by all of Licensee's reasonable security regulations.. If the use of the Software is found to be greater than for the applicable License granted hereunder, Licensee will be invoiced for such additional use at the then-current prices. Licensee will also be responsible for the applicable Support Fees in arrears. If the underpaid or unpaid amount owed, as verified by the audit, is greater than 5% of the actual amount properly due, Licensee shall pay Licensor's reasonable costs of conducting the audit.

LICENSEE ACKNOWLEDGES AND AGREES THAT SOME OF THE SOFTWARE MAY AUTOMATICALLY COLLECT NON-PERSONALLY IDENTIFABLE USAGE DATA WITHIN CERTAIN LOG FILES, AS DOCUMENTED IN THE USER DOCUMENTATION LOCATED IN THE LICENSOR CONNECT HELP, AND MAY TRANSMIT THOSE LOG FILES TO LICENSOR WITHOUT ANY ACTION ON THE PART OF LICENSEE.

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Ownership and use of collected data shall be governed by the terms of Licensor's "Privacy Policy."

7. **Fees and Payment Terms**

7.1   License Fees. Except as otherwise set forth in the Order Form, payment for the fees for License of the Software ("License Fees") is due upon execution of the applicable order form.

7.2   Support and Maintenance Fees. Licensee shall pay to Licensor annual support and maintenance fees ("Support Fees") As set forth in the Order Form. Licensor may increase the maintenance fees on an annual basis by up to five percent (5%). Following the first 12 month support period, Support Fees are payable, annually and in advance for the succeeding 12 month period. Licensor may, where appropriate, prorate Support Fees so that Support for all Software licenses are renewable on the same date, even if all the Software were not ordered at the same time.

7.3   Services Fees. Except as otherwise set forth in the order form, Licensee shall pay the applicable fees for Services ("Services Fees") as set forth in Section 7.6 below.

7.4   Expenses. Reasonable expense disbursements, such as shipping charges, travel and living expenses and other out-of-pocket expenses, incurred by or on behalf of Licensor or its personnel pursuant to this Agreement will be invoiced monthly and are due to Licensor within thirty (30) calendar days from the date of Licensor's invoice. Any other direct costs proposed by Licensor and ordered by Licensee will be considered pre-approved up to the applicable ordered amount.

Licensor agrees to furnish such documentation and receipts for other direct expenses with all invoices and other information supporting the invoices, as Licensee may reasonably request.

7.5   Taxes. Licensee agrees to pay all taxes levied by a duly constituted taxing authority against all amounts paid or payable to Licensor hereunder (exclusive, however, of taxes based on Licensor's income) regardless of whether such taxes become due or payable at the time of delivery or use of the Software, Support and/or Services or subsequent thereto. Licensee agrees to pay any tax for which it is responsible hereunder, which may be levied on or assessed against Licensee directly, and, if any such tax is paid by Licensor, to reimburse Licensor therefore, upon receipt of proof of payment reasonably acceptable to Licensee. Licensee agrees to indemnify, defend and hold Licensor harmless with respect to all taxes or duties which any federal, state or local taxing authority requires Licensor to pay on behalf of Licensee.

7.6   All amounts are payable in U.S. dollars by wire deposit or check. Except as otherwise set out in this Agreement, all payments are due within thirty (30) days of the Licensor's invoice date and are nonrefundable. Licensee agrees to pay late payment charges of 1.5% per month or, if lower, the maximum rate allowed by the law on any and all unpaid delinquent balance(s). Unpaid balances are considered delinquent if they have not been paid within thirty (30) calendar days of the date of the invoice. Licensee must reimburse Licensor for all costs incurred (including reasonable attorneys' fees) in collecting past due amounts.

8. **NO OBLIGATION TO PROVIDE SUPPORT**. Except during the Initial Warranty Period (defined below), Licensor shall not be obligated to provide any technical or other support services for the Software unless Licensee is subscribing to and has paid the applicable fees in full for the Support Program. Licensee agrees that its use of such services will be governed by the terms and conditions applicable to the then-current Support Program, the current version of which is attached hereto as Exhibit A and incorporated by this reference. Licensor reserves the right to modify or update any support policies, procedures, or provisions included in each level of support, provided that such changes will not materially and adversely affect the Support levels provided to Licensee under the original policy. Licensor shall have no obligation to support the Software (i) for use on any computer system running on an operating system software not approved by Licensor or (ii) if Licensee makes any unauthorized modification to the Software.

9.   Provision of Services. Licensor will provide Services in the performance of the work set forth in individual Statements of Work submitted to Licensee under this Agreement in a reasonable form, along with any subsequent, mutually agreed upon written changes, modifications, or clarifications. The Services will be performed by Licensor personnel which may also include qualified subcontractors, if any, in conjunction with Licensee's personnel, which may occur at Licensee's facility, at a Licensor facility, or off-premises at other support locations. Any subsequent changes, modifications, or clarifications will be agreed to in writing and executed by both parties thereby amending this Agreement or the applicable order form. Licensee agrees to timely provide all reasonably necessary information, approvals, and Licensee resources to the extent required to permit Licensor to perform its obligations under this Agreement.

9.1.   Non-Solicitation. During the Term of this Agreement and for one year thereafter, (i) Licensee shall not, directly or indirectly, solicit, induce or cause any employee or subcontractor of Licensor who has rendered Services to Licensee pursuant to this Agreement or any Statement of Work, to leave the present employment of Licensor or become employed by Licensee; and (ii)

Licensor shall not, directly or indirectly, solicit, induce or cause any officer or management employee of Licensee which Licensor was introduced to as part of the Services, to leave the present employment of Licensee or become employed by Licensor. In the event a party breaches the terms of this Section, such party will immediately pay the non-breaching party a fee equal to twice the gross base annual salary earned by the employee or subcontractor immediately prior to such employee's or subcontractor's leaving the employ of the non-breaching party. The parties agree that any general advertisement or announcement regarding employment opportunities at a party which are not directed at the other party's employees shall not be considered a breach of this Section.

9.2.   Ownership of Deliverables and License to Licensee. Licensor owns and shall retain all right, title and interest in any deliverables or other materials developed as part of the Services as well as any derivative works or derivative technology derived therefrom, excluding any information or other materials provided by Licensee to Licensor as part of this Agreement or Statement of Work (the "Deliverables"). Licensor hereby grants to Licensee a nontransferable nonexclusive license to use such Deliverables for its internal business purposes and as may be further specified in an applicable Statement of Work.

10.   LIMITED WARRANTY; REMEDIES.

10.1.   Licensor warrants that the Software will perform substantially in accordance with the accompanying Documentation for a period of ninety (90) days from the date of Licensee's receipt ("**Initial Warranty Period**"). Licensee must immediately report any nonconformance to Licensor in writing during the Warranty Period. Any implied warranties that cannot be disclaimed by contract are hereby limited to the Initial Warranty Period. Licensee's exclusive remedy for any breach of the foregoing limited warranty shall be, at Licensor's option, either for Licensor to modify, correct, or replace the Software or, if Licensor is unable to provide a reasonable replacement or work-around for the reported nonconformance, Licensor will accept the return of the defective Software and terminate this Agreement. Licensor will refund the License Fee received by Licensor for such Software. This warranty shall not apply to any Software which has been modified by Licensee or by any party other than Licensor or which has been improperly installed or used in any manner other than as authorized under this Agreement.

10.2.   Support and Services Warranty. Licensor warrants and represents that the Support Program will be performed by duly qualified personnel in a professional and workmanlike manner and in accordance with generally accepted industry standards. Licensor warrants and represents that all unmodified Services deliverables will perform to the specifications mutually agreed upon and in accordance with general accepted industry standards for a period of ninety (90) days after delivery to Licensee. Licensee's exclusive remedy, and Licensor' entire liability, shall be the re-performance of the applicable Support or Services. If Licensor fails to re-perform such Support or Services as warranted, Licensee shall be entitled to recover the fees actually paid to Licensor for the deficient Support or Services.

11.   INDEMNIFICATION.

11.1.   As to any Software that is, or in the opinion of Licensor may become subject to a claim of infringement or misappropriation, Licensor may elect to: (i) obtain the right of continued use of such Software for Licensee; (ii) replace or modify the Software to avoid such claim; or (iii)

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11.2.   Licensor, at its own expense, will indemnify Licensee against any and all third party claims, losses, damages, actions, proceedings, liabilities or expenses (including, without limitation, reasonable attorneys' fees) ("Claims") that arise out of any Software that infringe any registered or issued United States patent or copyright, or that constitute a misappropriation of a trade secret protected under United States law; provided that Licensee: (i) gives Licensor prompt written notice of any such Claim (provided that failure to provide such notice shall relieve Licensor of its obligations under this Section 11 where Licensor is actually prejudiced as a result of such failure); (ii) permits Licensor to defend or settle any such Claim (provided that Licensor may not settle any Claim that materially adversely affects Licensee's rights or obligations without the prior written approval of Licensee, which approval shall not be unreasonably withheld); and (iii) provides Licensor with all reasonable assistance in connection with the defense or settlement of any such Claim. Licensee shall be entitled to participate in the defense of any such claim, at Licensee's own expense, which shall not be subject to reimbursement by Licensor.

11.3.   Notwithstanding anything herein to the contrary, Licensor's representations, warranties, indemnification, and defense obligations shall not apply to: (i) the extent that the Software has been modified by parties other than Licensor or its authorized agents; (ii) previous releases of the Software where Licensee is not subscribing to the Support Program and an upgrade, update, or newer release would not have given rise to the infringement claim; (iii) claims caused by Licensee's negligence, abuse, misuse, or misapplication of the Software or any portion thereof; (iv) combinations of the Software or any portion thereof with other products, processes, or materials not provided or specifically authorized in advance in writing by Licensor where the alleged infringement arises out of or relates to such combination; (v) results from a modification performed by Licensor, if such claim arises out of or relates to Licensee's dictated specifications or business requirements with respect to such modification and, but for such specifications or business requirements, the Services would be noninfringing; (vii) relates to a third party's equipment, software or services; or (viii) where Licensee or any of its agents continues allegedly infringing activity after being notified thereof and after being provided with modifications that would have avoided the alleged infringement.

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12.2   **NO LIABILITY FOR CONSEQUENTIAL DAMAGES**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE. **LICENSOR DISCLAIMS AND LICENSEE WAIVES ANY CLAIM FOR WHICH A LEGAL PROCEEDING AGAINST LICENSOR IS NOT FILED WITHIN TWELVE (12) MONTHS AFTER SUCH CLAIM AROSE, REGARDLESS OF THE CAUSE OR THEORY OF LIABILITY. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY**

12.3.   **LIMITATION OF DAMAGES. THE REMEDIES SPECIFIED IN THIS AGREEMENT CONSTITUTE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES IN THE EVENT OF ANY ALLEGED DEFAULTS BY LICENSOR UNDER THIS AGREEMENT. LICENSOR'S ENTIRE LIABILITY RELATED TO OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, SHALL BE LIMITED TO THE LESSER OF (I) THE AMOUNT OF ACTUAL DAMAGES INCURRED BY LICENSEE OR (II) AN AMOUNT WHICH SHALL NOT EXCEED THE CHARGES AND FEES PAID BY LICENSEE FOR THE SOFTWARE OR SERVICES PERFORMED WHICH GAVE RISE TO THE CLAIM.**

12.4 LICENSOR AND LICENSEE EACH ACKNOWLEDGE THAT THE PROVISIONS OF THIS AGREEMENT WERE NEGOTIATED TO REFLECT AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THEM OF ALL RISKS (BOTH KNOWN AND UNKNOWN) ASSOCIATED WITH THE TRANSACTIONS CONTEMPLATED HEREUNDER. THE LIMITATIONS AND DISCLAIMERS RELATED TO WARRANTIES AND LIABILITY CONTAINED IN THIS AGREEMENT ARE INTENDED TO LIMIT THE CIRCUMSTANCES AND EXTENT OF LIABILITY. THE PROVISIONS OF THIS SECTION 9 SHALL BE ENFORCEABLE INDEPENDENT OF AND SEVERABLE FROM ANY OTHER ENFORCEABLE OR UNENFORCEABLE PROVISION OF THIS AGREEMENT.

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14. **COMPLIANCE WITH LAWS**. Licensee shall comply with all applicable laws, regulations, rules, ordinances, and orders regarding its use of the Software. Licensee shall not transfer, directly or indirectly, any restricted Software or technical data received from Licensor or the direct product of such data, to any destination subject to export restrictions under United States law, unless prior written authorization is obtained from Licensor and the appropriate United States agency.

15. **NONDISCLOSURE**.

15.1.   Confidential Information" shall mean any information of either party ("Disclosing Party") which is disclosed to the other party ("Receiving Party") pursuant to this Agreement in written form and marked "Confidential" or "Proprietary", or, if disclosed orally, which the Disclosing Party has indicated is confidential or proprietary, or any other information disclosed, which the Receiving Party, under the circumstances surrounding its disclosure, should know is treated as confidential and proprietary information of the Disclosing Party. Without limiting the foregoing, Licensor' Confidential Information includes, this Agreement, the Software, the associated Documentation, and all non-public know-how, inventions, techniques, processes, algorithms, software programs, schematics, designs, contracts, Licensee lists, financial information, pricing information and product plans.

15.2. Obligations. Licensor and Licensee each agree to hold each other's Confidential Information strictly confidential and hold it in trust for the exclusive benefit of Disclosing Party. Licensor and Licensee each agree, unless required by law, not to make each other's Confidential Information available in any form to any third party except as expressly permitted under this Agreement. Each party agrees to take all reasonable steps to ensure that Disclosing Party's Confidential Information is not disclosed or distributed in violation of the terms of this Agreement and to notify the Disclosing Party promptly upon discovery of any breach of this Section 6.

15.3. Exceptions. Confidential Information does not include information that: (a) is or becomes a part of the public domain through no act or omission of Receiving Party; (b) was in Receiving Party's lawful possession prior to the disclosure and had not been obtained by Receiving Party either directly or indirectly from Disclosing Party; (c) is lawfully disclosed to Receiving Party by a third party without restriction or obligation to Disclosing Party to maintain the confidentiality of such information; or (d) is independently developed by Receiving Party without reference to Disclosing Party's Confidential Information. In addition, nothing in this Section 6 will be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental or regulatory authority; provided Receiving Party seeking to make such disclosure provides Disclosing Party such prior written notice of intended disclosure as is reasonably possible under the circumstances so that Disclosing Party may seek injunctive relief or other equitable or legal remedy to protect against the release of the Confidential Information in the event such disclosure is required by court order or a ruling by a governmental agency or department.

15.4. Injunctive Relief. Each party acknowledges that any breach of any provision of this Section by either party or its personnel will cause immediate and irreparable injury to the non-breaching party, and in the event of such breach, the injured party shall be entitled to seek injunctive relief in addition to any and all other remedies available at law or in equity.

16. **NO ASSIGNMENT**. Licensee may not assign this Agreement or any of its rights or obligations hereunder (whether voluntarily or by operation of law) without Licensor's prior written consent. Any attempted assignment not in accordance with this Agreement shall be void. Subject to the foregoing, the rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of their successors and permitted assigns No provision of this Agreement is intended nor shall be interpreted to provide or create any third party beneficiary rights or any other rights of any kind in any other person or entity under this Agreement.

17. This Agreement supersedes all other Licensor software license agreements, whether in printed form or contained in any software media. In the event of any inconsistencies between this Agreement, the Order Form, the Statement of Work, or any other documents, the inconsistency shall be resolved by giving precedence in the following order:

(a) Fully executed order form as it pertains to Software and/or Statements of Work as related to Services.

(b) This Software License Agreement

(c) Licensee-issued order form

18. **GENERAL**. This License Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this License Agreement or its subject matter or formation. If any proceeding is initiated by either party to enforce or interpret any term or provision of this Agreement, the substantially prevailing party in such proceeding shall be entitled to recover, in addition to all other relief arising out of this Agreement, such party's reasonable attorneys' and other experts' fees and expenses. This Agreement constitutes and embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written, electronic, or oral communications, representations, agreements, or understandings between the parties with respect thereto. This Agreement may not be modified or amended except by a written instrument executed by both parties. No provisions in any purchase order or other business forms employed by either party will supersede the terms and conditions of this Agreement. No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude future exercise of any other right or power hereunder. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held illegal, invalid or unenforceable by a court of competent jurisdiction (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect. The provisions of Sections 5, 6, 8, 9, 10, 11, 14, 15, and 16 of this Agreement shall survive its termination, howsoever arising.

- END OF LICENSE AGREEMENT -

Addendum: Software Support and Maintenance Program Agreement

Overview

This document sets forth the terms and conditions applicable to Licensor's provision of technical support and maintenance with respect to the Support Program ("Support Program"). The Support Program is available to each Licensee who is currently enrolled.

1. Software Updates and Upgrades

 For so long as Licensor remains current in its payments for the Support Program, Licensor shall provide Licensee with any generally commercially available update or upgrade applicable to the Software for which the Licensee is currently licensed and for which Licensee is currently enrolled in the Support Program.

2. Support Program Renewal

Licensor shall have no support or update obligation to Licensee upon termination or expiration of the Support Program unless Licensee elects to pay Licensor the fee to renew Licensee's participation in Support Program. **Licensee must renew its participation in the Support Program prior to its expiration or Licensor will have the right to charge a reinstatement fee of fifteen percent (15%) of the Support Program fee plus the fees for each month from the date when the participation lapsed to the date the Licensee elects to reinstate its participation to the Support Program**

3. Technical Support

3.1 <u>Support Hours</u> Technical support is provided via telephone and Web directly to current Licensees with respect to Software covered under the Support Program, as follows:

Telephone Support	Technical support is available to Subscribers via telephone business days during local business hours.+1 (844) 443-4478
	+44 (0) 808 169 9696 (UK)
	+33 (0) 1 86 76 05 85 (FR)
	+49 (0) 89 41207106 (DACH)
	+91 (0) 000 80004 02042 (IN)

	+86 400-920-1130 (CHINA)
	+61 1300 390 209 (AUSTRALIA)
Online Support	Online support is available to Subscribers from Monday to Friday between 7am PT and 9pm PT.
Web Portal Support	Technical support is available to receive support requests from Subscribers 24 x 7 at https://support.winshuttle.com .
Web Help	Web-based knowledge base is available to subscribers 24 x 7 at https://support.winshuttle.com

3.2 <u>Support Contacts:</u> Each Licensee can identify up to two (2) individuals per Licensee's location or (if applicable) Winshuttle server based product to act as Licensee's designated contacts ("Support Contact") for all Software-related technical support communications. Those designated contacts are expected to be the contact point with Licensor for technical support related issues and communications.

3.3 <u>Support Request Acknowledgement:</u>   After receipt of a support request from a Support Contact, Licensor shall use commercially reasonable efforts to provide an acknowledgement of receipt to the Licensee within thirty (30) minutes ("Initial Acknowledgement"). Each Initial Acknowledgement shall include confirmation of the receipt of the support request by Licensor and the assignment of a tracking number for that support request.

4. Support Definitions

"Error" means the failure of the Software to conform to the technical specifications set forth in the user manuals, training manuals, and other technical documentation applicable to the Software, as delivered by Licensor or its agents to a Licensee (collectively, the "Documentation"). Licensor's support obligations under the Support Program are limited to using commercially reasonable efforts in the diagnosis and resolution of Errors, in accordance with the specifications set forth in this document.

| **Severity 1 Error - Urgent** | An Error that causes a component of the Software to be totally inoperable, critically affecting the Licensee's business operations, data integrity, and/or multiple users, and for which the Licensee has not been able to establish a workaround. This severity level is reserved for situations involving Software already installed and operating in production environments. |
| **Severity 2 Error - High** | An Error that causes a component of the Software to be severely limited or degraded, significantly affecting the Licensee's business operations and user productivity, and for which the Licensee has not been able to establish a workaround. |

Severity 3 Error - Normal	An Error that causes the Software to be limited or degraded, and the Licensee's business operations and user productivity can substantially continue or for which the Licensee has a workaround or alternative configuration.
Severity 4 Error - Low	An Error that has no significant adverse effect on a Licensee's use of the Software.

A "business day" means a regular business workday other than a Saturday, a Sunday, or a public holiday in the country from which technical support and maintenance services are provided to Licensee. "Business hours" means the hours between 8 am and 5 pm local time (or other normal local business hours) in the country from which technical support and maintenance services are provided to Licensee during a business day. Technical Support is provided to Licensees from any of the following Licensor Technical Support locations: Seattle, Washington (USA), London, England (UK) or India.

4.1 Error Resolution/Escalation Support Stages

Level 1 Support	**Involves the gathering of data, investigating and isolating the Error, and testing configuration changes that may have an effect on the error. The goal of Level 1 Support is to resolve the error or to develop a complete description of the symptoms, configuration information, revision level information, and detail on reproducibility of the error. If required, the issue will be moved to Level 2 Support.**
Level 2 Support	**Involves resolving the error by correlating the error with other known Software issues, reproducing the error, and localizing Software defects, as applicable. The goal of Level 2 Support is to provide the Support Contact with a fix or workaround for the error. If required, the issue will be moved to Level 3 Support.**
Level 3 Support	**Involves resolving the error through efforts required that were not possible through Level 1 and Level 2 Support activities. This could include code changes and/or product development assistance.**

4.2 Response, Resolution, and Escalation Licensor shall use commercially reasonable efforts to respond to support requests within the times specified based on the severity levels as shown below. The "Response Time" is the maximum time elapsed between the receipt of the support request by Licensor Technical Support and when Licensor expects to provide an initial response to a Licensee's support request.

Licensor shall also use commercially reasonable efforts to conform to the resolution times and escalation standards set forth in the table below. The times listed by Issue Severity and the levels of support below refer to the maximum time from receipt of the support request to the start of work at the next level. **Hours and days shown are business hours and business days.**

Issue severity	First response time by a live person	Escalation time	Target RCA	Expected response time on Licensee side *
1 - Urgent	2 hours	2 days	4 days	2 hours
2 - High	4 hours	5 days	10 days	4 hours
3 - Normal	1 day	10 days	15 days	1 day
4 - Low	3 days	N/A	N/A	3 days

* The priority, or issue severity, will be downgraded if no response is received from the Licensee within the expected timeframe.

Root Cause Analysis (RCA): the determination of the root cause of the error identified by the Licensee that resulted in the support issue being initiated with Licensor Technical Support. Subscriber acknowledges that some issues are the result of issues with the Licensee's internal environment or intermittent in nature and a root cause may not be determined.

5. Licensee's Cooperation and Obligations

Each Licensee shall assist Licensor or its Support Representatives in resolving any error, including replicating the error and retrieving applicable workstation, server, and log file data relating to the error, as required. Additional technical information may be required from the Licensee to resolve an error, and any delays in providing that technical information may impact the resolution time.

To receive the most effective support, Licensee agrees to promptly install applicable Software Updates provided by Licensor. Failure to implement such Updates may render the Software unusable or non-conforming to the applicable Documentation. Licensor's ability to provide technical support and maintenance services to Licensee may be limited if Licensee has not properly implemented all Updates provided.

Licensee agrees to give Licensor access to the installed Software as necessary for Licensor to determine the cause of the problem and find a resolution. The Licensee is solely responsible for Licensee's data, information, and software, including making back-up copies, and maintaining security.

If Licensee requests Licensor to provide technical support and maintenance services for (i) problems caused by Licensee's use of the Software outside the scope of the Software license or documentation or by any changes or modifications to the Software not authorized by Licensor; (ii) problems caused by any changes to Licensee's system environment; or (iii) any problem for which

Licensor is not obligated to provide technical support and maintenance services, those technical support and maintenance services are subject to availability of Licensor personnel and will be billed to Licensee at the Licensor standard time and materials consulting rates at the time of such service.

6. Limitations

Licensor shall have no obligation to correct errors or respond to support queries arising from a Licensee's negligence, misuse, or impermissible alteration of the Software or the combination or merging of the Software with any hardware or software not identified as compatible in the applicable Documentation. Licensor shall have no obligation to correct errors except with respect to (i) the then-current version of the Software, and (ii) the two preceding minor versions of such Software, but with respect to (iii) only for a period of twelve (12) months following the release of the then-current version of the Software. As used herein, a "version" is any version of the Software designated, in the sole discretion of Licensor, by a change in the version number to the left of the first decimal point. Licensor reserves the right to modify the terms and conditions applicable to the Support Program at any time with thirty (30) days prior notice; provided, however, that any such modification may not materially increase a Licensee's obligations nor reduce Licensor's obligations with respect to the Support Program for the duration of such Licensee's then-current Support Program subscription term.

We, the undersigned, agree to the terms set forth above in the Software Agreement and the Technical Support and Maintenance Agreement.

LICENSOR REPRESENTATIVE   **LICENSEE**

_____   _____
Name (Printed)   Name (Printed)

_____   _____
Signature   Signature

_____   _____
Title   Title

_____   _____
Date   Date