Exact Software North America, LLC
Standard Services Agreement

License No. _____

Legal Name: _____ Business Name: (if different) _____

Address: _____ Telephone: _____

_____ FAX No.: _____

Check one: ☐ Corporation/ ☐ Partnership/ ☐ Proprietorship/ ☐ Other: _____

State of Incorporation/Organization: _____ Email Address: _____

This Agreement is entered into by and between **Exact Software North America, LLC,** a Delaware limited liability company, of 35 Village Road, Middleton, Massachusetts 01949 ("**Exact**") (or in the event that the applicable Order Document is entered into with a different Exact entity or affiliate (an "**Affiliate**"), then this Agreement is entered into by Exact on behalf of said Affiliate with Exact acting as the Affiliate's Manager) and the Customer identified above ("**Customer**"). The terms and conditions under which Customer will acquire from Exact services are set forth in this Agreement. This Agreement is effective when executed by both parties (the "Effective Date") and continues until terminated as hereinafter provided.

1. DEFINITIONS

1.1 **Order Documents:** Shall mean a written instrument provided to the Customer setting forth the services to be performed by Exact, scope of work, and estimate for professional services.

1.2 **Project:** Shall mean the unit of work required to achieve an expected outcome.

1.3 **Services:** Shall mean the services provided by an Exact employee or contractor in connection with the Project, including training, implementation, consulting and customization services.

2. PAYMENT TERMS AND PRICING

2.1 Customer agrees to pay each invoice upon receipt. Any amounts not paid within thirty (30) days after an invoice is issued shall bear interest at a compounded rate of 1-1/2% per month, or if lower, the highest lawful rate from the issue date until such amount is paid in full. Exact reserves the right to suspend or terminate services if charges are not paid within forty-five (45) days of issuance of the invoice and the Customer agrees to waive any claims, and indemnify, defend and hold harmless Exact against any claims arising from our suspension or termination due to Customer's failure to provide timely payment. In the event of non-payment, Customer is responsible for reasonable attorney's fees incurred by Exact for costs of collection and or enforcement of this Agreement.

2.2 Invoices are issued weekly either based on time expended or based on the percent of work completed as specified for a fixed price for Exact's services.

2.3 All pricing is valid for no more than thirty (30) days from date of Order Document and shall be quoted in U.S. funds.

2.4 Pricing does not include travel and living expenses which shall be invoiced as incurred and designated as such on the invoice. If additional information or a specific format is required to expedite the payment of expenses, Customer is responsible for informing Exact of these specifications and such specifications are contingent upon Exact's approval. Exact charges for one-way travel at the contractual billing rate not to exceed six (6) hours for each trip.

2.5 Pricing does not include taxes, freight, handling and/or shipping charges, fees or duties and Customer is responsible for payment of all applicable taxes, freight, handling and/or shipping charges, fees for duties.

3. TERM AND TERMINATION

3.1 The term of this Agreement shall commence upon the execution hereof, and shall continue until terminated in accordance with the provisions set forth herein:

(a) Exact shall have the right to terminate this Agreement immediately upon written notice to Customer in the event that Customer has failed to make payment of any invoice from Exact within forty-five (45) days after Customer's receipt of such invoice;

(b) Either party shall have the right to terminate this Agreement if the other party breaches, or is in default of, any obligation hereunder which default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) calendar days after receipt of notice of such default, or such additional cure period as the non-breaching party may authorize in writing;

(c) Either party may terminate this Agreement and may regard the other party in default of this Agreement, if the other party becomes insolvent, makes a general settlement for the benefit of creditors, files a voluntary petition in bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceedings under any bankruptcy or insolvency law, whether domestic or foreign, or is wound up or liquated voluntarily or otherwise;

(d) Exact may terminate this Agreement at any time for no cause by providing Customer with thirty (30) days prior written notice to Customer.

(e) Notwithstanding anything to the contrary contained in this Agreement, Exact shall not be responsible for any interruptions, delays, or interference with its Services beyond the control or cause of Exact, and to the extent that such interruptions or delays impede Exact's project schedule, Exact shall be entitled to a reasonable adjustment to the Term of this Agreement, as mutually agreed upon by the parties;

(f) Notwithstanding anything to the contrary contained in this Agreement, neither any termination of this Agreement prior to Exact receiving any and all amounts due and payable from Customer for its Services, nor any adjustment to the project schedule as discussed in (d) above, shall limit or restrict Customer's payment obligations hereunder. Upon any termination, Customer shall pay Exact for all Services performed by Exact up to and including the effective date of termination.

4. CANCELLATION

4.1 If the Customer cancels or reschedules any of the dates agreed upon in which an Exact employee was to be on-site, the Customer agrees to pay for all non-refundable expenses incurred by Exact, including but not limited to airline tickets. The Customer shall also pay Exact as follows for any scheduled dates that are changed or cancelled:

(i) if Customer sends Exact written notification of date change or cancellation within five (5) business days of such date; Customer shall pay Exact twenty-five percent (25%) of the agreed upon hourly rate of each cancelled or rescheduled day;

(ii) if Customer sends Exact written notification of date change or cancellation within two (2) business days of such date; Customer shall pay Exact fifty percent (50%) of the agreed upon hourly rate for each cancelled or rescheduled day.

5. CONFIDENTIAL INFORMATION

5.1 All inventions, systems, processes, procedures, designs, innovations and improvements (whether or not patentable and whether or not copyrightable) related to the Services provided by Exact (collectively, the "Work Product"), which are made, conceived, reduced to practice, created, written, designed or developed by Exact, solely or jointly with others in connection with the provision of the Services shall be the sole property of Exact. Exact will furnish Customer the agreed upon number of written reports and supporting documents for Customer's exclusive internal use and reliance in connection with the Services performed under the Agreement. Customer agrees that under no circumstances shall any Work Product be distributed to any third parties, be published, used in advertising, or be used at any location or for any project not expressly provided for in this Agreement without the prior written consent of Exact. Any authorized use or distribution of the Work Product shall be at Customer's and recipient's sole risk and without liability to Exact. Customer agrees to indemnify and hold Exact harmless from any unauthorized use or distribution of Exact's Work Product, including attorney fees and costs incurred by Exact while enforcing or defending the terms of this Agreement. Nothing in this Agreement is intended to benefit any third parties. The foregoing shall survive the termination of this Agreement.

6. TIMING AND CHANGE ORDER

6.1 All pricing assumes that the Project will commence and proceed in a timely manner. Should a delay in the Project occur which affects the schedule of payments to Exact and such delay is caused by a party other than Exact, Exact will issue final invoices for the amount outstanding and such invoices will be due upon receipt. Changes or additions in the general scope of work may be requested by Exact or the Customer without voiding this Agreement should circumstances arise reasonably requiring such change. Exact shall be

reimbursed for any additional, unanticipated work resulting from additional or changed user requirements, increased Project management time coordinating overall Project tasks, increased system test support caused by problems in the interfaces to the existing packages and systems, rework caused by customer initiated changes to standards or procedures, any modifications of the specifications requested by the Customer or from the failure of the Customer to perform its obligations hereunder. Exact shall notify the Customer as promptly as possible of any such additional work, and such additional work shall proceed in accordance with the terms and conditions of this Agreement.

7. UNANTICIPATED CONDITIONS

7.1 Should Exact Software encounter any conditions at the premises of a Customer which were not reasonably anticipated or which increase the risk involved in Exact's completion of its obligations under this Agreement, upon notice to Customer, Exact may, in its sole discretion: (a) continue to perform under the Agreement; (b) suspend activities and prepare a change order request prior to proceeding; or (c) terminate all Services under the Agreement. Such termination shall not be a breach of this Agreement by Exact.

8. CONFIDENTIALITY

8.1 Exact represents that the Proprietary Information contains confidential information and trade secrets of Exact or its suppliers. Customer shall hold all portions of the Proprietary Information in confidence for Exact and shall not use such Proprietary Information except as provided in this Agreement. Customer further agrees that it shall not make any disclosure of any or all Proprietary Information to anyone, except to employees and contractors of Customer to whom such disclosure is necessary to the use for which rights are granted hereunder, provided that any such consultants first agree in writing to be bound by the provisions of this Agreement.

8.2 Since unauthorized disclosure, use or transfer of the Proprietary Information or Products may diminish substantially the value to Exact of the copyright, proprietary rights and/or trade secrets interests that are subject of this Agreement, if Customer breaches or threatens to breach any of its obligations with respect to limited use (or, where applicable, confidentiality) of the Proprietary Information or Products, Exact shall be entitled to equitable relief to protect its interest therein, including, but not limited to injunctive relief as well as money damages.

8.3 It is expressly agreed that the foregoing restrictions upon use, disclosure or communication of the aforementioned Confidential Information shall be in full force and effect for a period of five (5) years from the date of termination of this Agreement. Upon the termination of this Agreement by either party, each party forthwith shall return to the other all papers materials and other properties of the other held by it in connection with the performance of this Agreement.

9. SOLICITATION OF EMPLOYEES

9.1 Customer hereto acknowledges that the training and qualifications of Exact employees are unique and that the loss of these employees may affect Exact's competitiveness and continued commercial success. It is expressly agreed and understood therefore that for a period of three (3) years following the rendering of Exact's Services under this Agreement, Customer agrees that they will not, directly or indirectly, by themselves or as a partner or in any relationship with any other person or entity, recruit from Exact, or hire, any of Exact's employees or consultants or induce, solicit, or influence any employee or consultant of Exact to terminate or curtail his or her employment or engagement with Exact, without Exact's prior written consent. The covenants and obligations of the parties set forth in this Paragraph shall be specifically enforceable in addition to and not in limitation of any other legal or equitable remedies, including monetary damages.

10. WARRANTY

10.1 Exact will perform our Services in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions. EXCEPT FOR THE FOREGOING WARRANTY, THE SERVICES ARE PROVIDED "AS IS" AND THERE ARE NO WARRANTIES OR CONDITIONS (EXPRESS OR IMPLIED, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE) FOR THE SERVICES FURNISHED HEREUNDER OR IN CONNECTION HEREWITH. EXACT AND ITS DIRECT AND INDIRECT SUPPLIERS DISCLAIM ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, MERCHANTABLE QUALITY OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE. 10.2 Exact's liability hereunder for damages regardless of the form of action, shall not exceed the amount of money actually received by Exact in connection with the provision of the Services hereunder. This shall be the Customer's sole and exclusive remedy, both at law and in equity. IN NO EVENT SHALL EXACT BE LIABLE FOR (A) ANY LOST PROFITS, LOST

REVENUE, LOSS OF USE, LOSS OF DATA, INACCURATE DATA, IMPROPER OUTPUT, CHARGEBACKS, ALTERATION OF DATA, DELAY IN DELIVERY, PERFORMANCE OF SERVICES, (B) TAX, BUSINESS, FINANCIAL, OR OPERATIONAL ADVICE OR (C) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, NOR FOR ANY CLAIM OR DEMAND AGAINST A PARTY BY ANY THIRD PARTY, ARISING OUT OF THIS AGREEMENT, OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF EXACT HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES.

10.3 Customer hereby acknowledges that Exact shall, in the course of the performance of its Services hereunder, be required to use software and hardware not designed, written, produced or manufactured by Exact; provided, however, that Exact makes no representation or warranty regarding such materials including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose.

10.4 No action, regardless of the form thereof, arising out of the services under this Agreement, may be brought by Customer more than one (1) year after the cause of action has accrued.

10.5 The provisions of this Section 10 shall be in full force and effect forever and shall survive the termination of the Agreement, regardless of the manner of or reason for termination.

11. INDEMNITY

11.1 Customer shall defend, indemnify and hold Exact harmless from any suits, claims, damages, liabilities, losses, penalties, fines, judgments, costs and attorneys fees (and its members, officers, employees, successors, assigns and agents) related to or arising from any act or omission of Customer during or after the term of this Agreement.

11.2 The provisions of this Section shall be in full force and effect forever and shall survive the termination of the Agreement, regardless of the manner of or reason for termination.

12. NOTICES

12.1

All notices required to be given under this Agreement shall be given in writing and shall be deemed to have been given when (i) delivered by hand, (ii) mailed by prepaid registered or certified mail, return receipt requested, (iii) sent by facsimile device, with a copy sent at the same time by registered or certified mail, (iv) sent by commercial courier with written verification of the receipt, or (v) sent by email, with a copy sent at the same time by registered or certified mail to each party at its addresses set forth herein or at such other address as either party may designate to the other by notice as required hereby.

13. ASSIGNMENT.

13.1 Without the prior written consent of Exact, Customer may not assign or transfer (by operation of law, in bankruptcy or otherwise) all or any part of its rights or obligations under this Agreement, including, without limitation, any Program license, to any other person, firm or entity, and any purported assignment or transfer without such consent shall be null and void. Further, any change in control of Customer shall be deemed an attempt by Customer to assign or transfer this Agreement. For purposes of the foregoing provision, “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of Customer, whether through the ownership of voting securities, by contract or otherwise. Exact will not unreasonably withhold such consent. Exact may assign this Agreement.

14. GOVERNING LAW AND JURISDICTION

14.1 THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN EXECUTED AND PERFORMED IN AND SHALL BE GOVERNED BY, CONSTRUED, INTERPRETED, AND THE RIGHTS OF THE PARTIES DETERMINED IN ACCORDANCE WITH THE LOCAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. EXACT AND CUSTOMER HEREBY CONSENT AND AGREE THAT JURISDICTION AND VENUE FOR ANY CLAIM OR CAUSE OF ACTION ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE PROPERLY AND EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN AND FOR SUFFOLK COUNTY, MASSACHUSETTS AND EXPRESSLY WAIVE ANY AND ALL RIGHTS WHICH THEY MAY HAVE OR WHICH MAY HEREAFTER ARISE TO CONTEST THE PROPRIETY OF SUCH CHOICE OF JURISDICTION AND VENUE. THIS AGREEMENT SHALL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

15. MISCELLANEOUS

15.1 This Agreement, the License Agreement along with any exhibits or any changes issued pursuant to this Agreement, constitutes the entire agreement between the parties and supersedes any previous written or oral contracts or negotiations. This Agreement may only be amended or otherwise modified in writing signed by a duly authorized representative of each party. The captions and headings throughout this Agreement are for convenience and reference only and are not

intended to limit or alter the meaning of any provisions. In the event any part of this Agreement is deemed illegal or unenforceable, the remaining provisions shall continue in full force and effect and the illegal or unenforceable provisions shall be interpreted and enforced as closely as possible to the intent of the party. No action, regardless of form, may be brought by Customer more than one year from the date the cause of action arose.

Exact may utilize from time-to-time non-supervisory independent contractors in the performance of Services hereunder, without the prior written consent of the Customer. The parties each had an opportunity to review and negotiate this Agreement and the Agreement shall not be construed more strictly against one party as drafter.

IN WITNESS WHEREOF, the parties have caused his Agreement to be executed as of the date first above written and to be effective as of the date first set forth above, intending this document to take effect as a sealed instrument, and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate or other action to execute this Agreement.

EXACT SOFTWARE NORTH AMERICA, LLC	**CUSTOMER:**
By: _____	By: _____
_____ (Printed Name)	_____ (Printed Name)
Title: _____	Title: _____
Date: _____	Date: _____