

# 4868

Client ID: X601999



ORDER DOCUMENT #1  
SAAS SERVICES

This Order Document is effective as of September 1, 2020 (the "Effective Date"). This Order Document is an offer to make an offer and does not constitute a valid contract between the Parties until countersigned by MRI. Any pricing terms in this Order Document are valid for thirty (30) days following issuance of this Order Document. The terms and conditions found at [www.mrisoftware.com/termsandconditions](http://www.mrisoftware.com/termsandconditions) ("MRI Terms and Conditions"), are incorporated by reference and made a part of this Order Document as fully as if set forth herein. The MRI Terms and Conditions may be amended from time to time by MRI. Capitalized terms that are not otherwise defined in this Order Document shall have the meanings set forth in the MRI Terms and Conditions. If Client is utilizing a SaaS Service, this Order Document, the Master Agreement, the SaaS Services Schedule, the Professional Services Schedule and any exhibits and attachments thereto all contained in the MRI Terms and Conditions shall specifically govern the relationship between MRI and Client. If Client is utilizing MRI's subscription on-premise license, this Order Document, the Master Agreement, the Limited Software License and Maintenance and Support Schedule, the Professional Services Schedule and any exhibits and attachments thereto all contained in the MRI Terms and Conditions shall specifically govern the relationship between MRI and Client. In the event of a conflict between an Order Document and the Master Agreement, the Master Agreement shall prevail, provided, however, that such standard variable terms such as price, quantity, term length and License Metrics, tax exempt status, payment terms and the like shall be as specified on each Order Document. If the Order Document contains language that specifically overrides an enumerated section of the Master Agreement, such specific language in the Order Document shall prevail against the enumerated language in the Master Agreement.

By signing this Order Document, Client verifies that it has read the MRI Terms and Conditions, and acknowledges its agreement to be bound by them.

El Dorado County Public Housing Authority ("Client")  
3047 Briw Road  
Placerville, CA 95667

HAPPY Software, LLC, an MRI Software LLC company ("MRI")  
28925 Fountain Parkway  
Solon, OH 44139

Signature: *Brian K. Veerkamp*  
Print Name: Brian K. Veerkamp  
Title: Board of Supervisors, Chair

Signature: *[Handwritten Signature]*  
Print Name: Roman Telerman  
Title: CFO



The Parties accept and agree to this Order Document, as follows:

CLIENT CONTACT INFORMATION	
<b>Administrator:</b> <u>Margaret Williams, Health Program Manager</u> <b>Address:</b> <u>El Dorado County Health &amp; Human Services Agency</u> <u>937 Spring Street, Placerville, CA 95667</u> <b>E-mail:</b> <u>margaret.williams@edcgov.us</u> <b>Voice:</b> <u>530-642-7164</u> <b>Fax:</b> _____ <b>Cell:</b> _____	<b>Technical Contact/Download Recipient:</b> <u>Sarah DeStefano</u> <u>Program Coordinator, Public Housing Authority</u> <u>3047 Briw Road, Placerville, CA 95667</u> <b>E-mail:</b> <u>Sarah.destefano@edcgov.us</u> <b>Voice:</b> <u>530-621-5538</u> <b>Fax:</b> <u>530-663-8472</u> <b>Cell:</b> _____
<b>Billing Contact:</b> <u>Pam Wittman, Program Manager, Fiscal Division</u> <b>Address:</b> <u>3057 Briw Rd. Ste B, Placerville, CA 95667</u> <b>E-mail:</b> <u>CSinvoice@edcgov.us</u> <b>Voice:</b> <u>530-295-6913</u> <b>Fax:</b> _____	

SAAS SERVICES			
Products	License Metric	Quantity	Territory
1099s and Payment History	Users Units	Up to 10 Named Users Up to 414 Units (inclusive of addition)	USA
AssistanceCheck - Online Assistance Portal	Portal	Up to 1 Portal	USA
Custom Forms	Users Units	Up to 10 Named Users Up to 414 Units (inclusive of addition)	USA
FSS Pro	Users Units	Up to 10 Named Users Up to 414 Units (inclusive of addition)	USA
HQS Mobile Inspections (iPad)	Mobile Users	Up to 5 Mobile Users	USA
iDIA (Integrated Document Imaging Archive) System	Users Units	Up to 10 Named Users Up to 414 Units (inclusive of addition)	USA
iFile	Users Units	Up to 10 Named Users Up to 414 Units (inclusive of addition)	USA
Inspections	Users Units	Up to 10 Named Users Up to 414 Units (inclusive of addition)	USA
Occupancy	Users Units	Up to 10 Named Users Up to 414 Units (inclusive of addition)	USA
Payments	Users Units	Up to 10 Named Users Up to 414 Units (inclusive of addition)	USA
Remote Screen Sharing	Users Units	Up to 10 Named Users Up to 414 Units (inclusive of addition)	USA
Report Writer	Users Units	Up to 10 Named Users Up to 414 Units (inclusive of addition)	USA
Tenant Accounts Receivable (TARs)	Users Units	Up to 10 Named Users Up to 414 Units (inclusive of addition)	USA
Waiting List	Users Units	Up to 10 Named Users Up to 414 Units (inclusive of addition)	USA
WaitListCheck - Online Application Collection	Users Units	Up to 10 Named Users Up to 414 Units (inclusive of addition)	USA
Database	Each	Up to 1 Production	USA



Professional Services Subscription			
Professional Services Subscription	License Metric	Quantity	Territory
Configuration Maintenance Services	Configurations	Configurations: 9.1 Custom Payment Export  (Does not include Upgrade assistance for Configurations)	US

ADDITIONAL SAAS SERVICES			
Products	License Metric	Quantity	Territory
Additional 40 Units	Units	Up to 414 Units (inclusive of addition)	USA

FEES, PAYMENT AND TERM		
Initial Term (1)	Effective Date	First Twelve Months SaaS Fees (2)(3)
Five (5) Years	September 1, 2020	\$23,699 (Inclusive of Additional SaaS Services Fees)

- (1) The Initial Term and any Renewal Term are non-cancelable, subject to termination rights as set forth in the Agreement.
- (2) MRI may, at any time after the first twelve (12) months of the Effective Date listed above, and in its sole discretion, modify the Fees upon ninety (90) calendar day prior written notice to Client. Notwithstanding the foregoing, the Fees shall not increase in each subsequent twelve (12) month period by more than the greater of (i) three and a half percent (3.5%). A twelve (12) month period commences on the anniversary of the Effective Date. For purposes of notice in this footnote, email or first-class mail will suffice.

**Payment Terms:** Fees are due in U.S. Dollars annually in advance. Initial payment must be received by MRI prior to the Effective Date and any Renewal Term; MRI has no obligation to provide SaaS Services until such payment is received.

LICENSE METRICS AND USE RIGHTS DEFINITIONS
<p><b>Definitions</b></p> <p>A “Unit” is a space rented or designed to be rented to a tenant for residential use and is characterized by a unique tenant, a unique mailing address, or a unique physical location. “Units” include without limitation AHR Units and DHCR Units.</p> <p>A “Named User” license permits Clients to assign User IDs only to a fixed number of specifically named employee users or Affiliates, and simultaneous access to the licensed Program is limited to those specific named users.</p> <p>A “Concurrent User” license permits Client to assign an unlimited number of User IDs to its employees or Affiliates’ employees, but simultaneous access to the SaaS Services is limited to the number of authorized concurrent licenses paid for and held by the Client.</p> <p><b>Use Rights:</b> The license to use the SaaS Service is priced based on Client’s License Metrics as of the Effective Date of this Order Document and allows Client to use the Software to manage <u>up to</u> the quantity set forth above. Additional licenses must be purchased by Client in the event the number of actual License Metrics exceeds such licensed quantity. If Client’s actual License Metrics exceed such licensed quantity, then MRI reserves the right to charge a premium fee for any additional License Metric used. The cost for these additional licenses will be at MRI’s then-current fees. There shall be no fees adjustments or refunds for any actual License Metrics decreases. Fees (other than monthly user access fees) are based on quantity purchased, not usage.</p> <p><b>Self-Certification:</b> Without prejudice to MRI’s audit rights pursuant to the Agreement, Client will, by September 1<sup>st</sup> of each year, document and certify that use of the SaaS Services is in full conformity with the use rights granted hereunder. The Self-Certification Document can be found in the MRI Terms and Conditions.</p>



**PROFESSIONAL SERVICES SUBSCRIPTION TERMS AND CONDITIONS**
**1 CONFIGURATION MAINTENANCE SERVICES**

1.1 During the Term of this Agreement, MRI will provide the Consultancy Hours annually, as applicable based on the License Metrics. Unless otherwise agreed in this Order Document, Assured Services may be used only by the Client and may not be sold or transferred.

1.2 Consultancy Hours may be redeemed by executing one or more Statements of Work or Order Document (individually and collectively an "SOW") with MRI for an agreed upon scope of services which lists the Consultancy Hours to be used. All quotes for the SOW are at MRI's discretion and MRI reserves the right to refuse any engagement prior to signing the SOW. MRI will perform the mutually agreed upon Professional Services for Client described in the SOW as the parties may agree to in writing from time to time. Each SOW, once executed by the authorized representatives of the parties, shall become a part of the Agreement. Except as expressly stated elsewhere in this Schedule, in the event of a conflict between the terms of this Order Document and the terms of a SOW, the terms of this Order Document shall prevail.

1.3 All Consultancy Hours be used within twelve (12) months of the Effective Date or anniversary of the Effective Date, whichever is applicable. Subject to payment of all fees, Consulting Hours will be available to the Client on the Effective date or the anniversary of the Effective Date, whichever is applicable. All Consulting Hours not used within twelve (12) months from its date of availability will expire. Consulting Hours do not roll over from year to year and may not be applied retroactively. There will be no refunds for unused Consulting Hours. Notwithstanding the foregoing, Consulting Hours may be used in a subsequent the twelve (12) month period to the extent that they are used to complete the SOW scope for an SOW that was executed during the current twelve (12) month period utilizing the Consulting Hours for that year.

**2 CLIENT OBLIGATIONS.**

2.1. Client shall provide MRI with good faith cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by MRI in order to provide the Professional Services. The Client will provide the following information at the time of any scheduled Upgrade: Administrator access, including logins and passwords, for all equipment involved in the upgrade process; SQL Server Administrator login and password (if applicable); System Administrator password for the MRI application. Client acknowledges and agrees that MRI's performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Professional Services. MRI shall be entitled to rely on all decisions and approvals of Client.

2.2. Unless expressly agreed in this Order Document or in the applicable SOW, it is the Client's sole responsibility to (i) test MRI functionality and all Application Toolkit modifications and/or Configurations, (ii) contact MRI Client Services for resolution to application (functional) issues or questions regarding the database, (iii) apply hot fixes, if necessary. If data errors must be escalated to MRI Client Services, the Client will be billed at the Client's then standard Technical Consulting rates.

2.3. No Client User will have access to MRI product during any production Upgrade.

2.4. In the event of any delay in Client's performance of any of the obligations set forth herein or any other delays caused by Client, the milestones, fees and date(s) set forth in the SOW shall be adjusted on a T&M basis as reasonably necessary to account for such delays, and the adjustment shall be made by change order. Each change order shall specify the change(s) to the Professional Services or deliverables, and the effect on the time of performance and on the fees owed to MRI, due to the change. Once executed by both parties, a change order shall become a part of the SOW.

**MRI SERVICES.**

MRI offers additional services, features, products, applications, online communities, or promotions ("Additional Services"). If Client elects to use such Additional Services, Client may be subject to additional terms and conditions governing these Additional Services and separate fees may apply. Client acknowledge that in accessing certain Additional Services through MRI, the Client may upload or enter certain data from Client's account(s) such as names, addresses and phone numbers, purchases, and sales among others, to the Internet. Client hereby grants MRI permission to use information about Client's business and usage experience to enable MRI to provide the Services to Client, including updating and maintaining Client's data, addressing errors or service interruptions, and to enhance the types of data and services MRI may provide to Client in the future. Client also grants MRI permission to combine Client's business data, if any, with that of others in a way that does not identify Client or any individual personally to improve services and to compare business practices with other company standards. MRI may use Client's data to create, market or promote new MRI offerings to Client and others.

**3 ADDITIONAL AGREEMENTS.**

4 Use of Consultancy Hours are governed by the terms of the Agreement entered into between Client and MRI. In the event of any conflict between the terms of this Order Document and the Agreement, the terms of the Agreement shall control and govern.



**MAINTENANCE AND TECHNICAL SUPPORT**

**Maintenance Level:**  Standard

**Fees:** Maintenance is included in the SaaS Fees.

**Designated Support Contacts:**

Maintenance and Support may only be requested by the two (2) Designated Support Contacts named below who must have successfully completed MRI's standard training course prior to (i) logging case requests; or (ii) receiving status updates on cases. Client may change these Designated Support Contacts from time to time, to other Client employees, by promptly delivering in writing to MRI the names and contact information of the new Designated Support Contacts (email is sufficient). The SaaS Services fees are related to the number of contacts; access to support by any additional contacts will be subject to additional fees.

**One (1) Designated Support Contact must be the Administrator listed above in this Order Document.**

The initial Designated Support Contacts of Client are:

Name: <u>Margaret Williams</u>	Name: <u>Sarah DeStefano</u>
Title: <u>Health Program Manager</u>	Title: <u>Program Coordinator, Public Housing Authority</u>
Phone: <u>530-642-7164</u>	Phone: <u>530-621-5538</u>
Address: <u>937 Spring Street, Placerville, CA 95667</u>	Address: <u>3047 Briw Road, Placerville, Ca 95667</u>
Email: <u>Margaret.williams@edcgov.us</u>	Email: <u>Sarah.destefano@edcgov.us</u>

ADDENDUM to 4868  
ORDER DOCUMENT #1 SAAS SERVICES FOR Client ID: X601999  
HAPPY Software, LLC, an MRI Software LLC Company (“MRI”)  
LIMITED SOFTWARE LICENSE AND  
MAINTENANCE AND SUPPORT SCHEDULE AGREEMENT

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The statements included in this Addendum are hereby incorporated by reference into the Order Document #1 and Master Agreement (the “Agreement”) dated September 1, 2020, executed by El Dorado County Public Housing Authority and Happy Software LLC, an MRI Software LLC company, to which this Addendum is attached. Any references to the Agreement in the Order Documents or related agreements between El Dorado County Public Housing Authority and Happy Software LLC, an MRI Software LLC company shall also include this Addendum.

Pursuant to the section in Order Document #1 titled “PROFESSIONAL SERVICES SUBSCRIPTION TERMS AND CONDITIONS,” Article 1 titled “CONFIGURATION MAINTENANCE SERVICES,” the following language will hereby be added to the end of section 1.2: “Submission of one or more SOWs for additional training and/or additional professional services during the course of the Agreement shall be permissible, without an amendment, for additional professional services not to exceed \$6,000.00 over the entire term of the Agreement.”

The maximum contractual obligation under this Agreement shall not exceed \$133,086.00 for all of the stated services during the term of the Agreement.

The following Sections of the Agreement are hereby amended as follows:

1. Section 10.8 is hereby amended to include the following:

The sender shall address all notices, changes of address of the parties, requests, demands or other communication as follows:

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
Health and Human Services Agency  
937 Spring Street  
Placerville, CA 95667  
ATTN: Contract Administrator

Or to such other location as the County directs.

With a copy to:



COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent

Notices to MRI:

HAPPY Software, LLC, an MRI Software LLC Company (“MRI”)  
Attn: Legal Team  
28925 Fountain Parkway  
Solon, OH 44139

Or to such other location as MRI directs.

2. The following Section 11 shall be added:

**Insurance.** Contractor shall provide proof of a policy of insurance to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker’s Compensation and Employer’s Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Cyber liability of not less than \$1,000,000.00 per occurrence.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
  1. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- E. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- F. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- G. Contractor’s obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

3. Section 1.5 is hereby amended to include the following: For County purposes, the County Officer or employee with responsibility for administering this Agreement is Margaret Williams, Health Program Manager, Health and Human Services Agency, or successor.

## MASTER AGREEMENT

This Master Agreement is entered into between MRI Software LLC (“MRI”) and the Client named in the Order Document, and the authorized representatives of the Parties hereby execute this Master Agreement to be effective as of the Effective Date, as defined in the Order Document. As used in this Agreement, “Party” means either Client or MRI, as appropriate, and “Parties” means Client and MRI.

### 1. PURPOSE AND SCOPE

**1.1 Master Agreement.** This Master Agreement establishes the general terms and conditions to which the Parties have agreed in order to facilitate the licensing of residential and/or commercial property management enterprise software, content, other products and/or the provision of related services. Additional product or service-specific terms and conditions are set forth in one or more Schedules (as further defined in Section 1.2 herein).

All references to the “Master Agreement” shall mean this document, exclusive of Schedules. All references to the “Agreement” wherever found shall include this Master Agreement, all Schedules, the Order Document and any attachments incorporated in the Schedules.

**1.2 Incorporation of Schedules.** This Master Agreement shall fully incorporate by reference the terms and conditions found in each of the Schedules marked on the Order Document

The Parties may execute, from time to time, additional Schedules under the terms of this Master Agreement.

#### 1.3 Incorporation of Order Documents.

“Order Document” means the document(s), regardless of its actual name, executed by the Parties which incorporates by reference the terms of this Master Agreement and applicable Schedules, and describes Client’s order-specific information, such as description of Software or Services ordered, license scope, use and restrictions, fees, milestones, and/or Third Party EULAs, if any.

At any time after execution of the initial Order Document, Client may purchase additional Software licenses or Services or otherwise expand the scope of such license or Services granted under an Order Document, upon MRI’s receipt and acceptance of a new Order Document specifying the foregoing.

**1.4 Incorporation of EULAs.** Client’s use of any Third Party Software licensed hereunder or incorporated in the SaaS Services shall be subject to, and Client shall comply with, the Agreement and any applicable EULAs, if any, the terms of which may be incorporated in the Agreement or contained in a separate document. As between Client and MRI, to the extent any terms and conditions of this Master Agreement or a Schedule conflict with the terms and conditions of a Third Party EULA, the terms and conditions of this Master Agreement and the Schedule shall control unless the Third Party EULA explicitly overrides a term or condition of the Master Agreement or Schedule. However, should a dispute arise between Client and the Third Party Software provider, the terms of the applicable Third Party EULA shall control but only to the extent MRI is not a party to such dispute. By way of example, if this Agreement is subject to Ohio Law and a Third Party EULA is subject to California law, a dispute among MRI, Client and the Third Party Software provider would be subject to Ohio law, but a dispute only between Client and the Third Party Software provider would be subject to California law. Each Third Party Software provider shall be considered a third party beneficiary of the Agreement, with rights to enforce the terms of the Agreement and the EULA, if any, against Client, pursuant to the terms of Section 10.14 below.

**1.5 Administrators.** For the purposes of this Agreement, “Administrators” means the individual so designated by Client on the Order Document. An Administrator has full administrative privileges for all Software and Services, including without limitation (i) creating, deleting or modifying databases or user accounts; (ii) creating, deleting, copying, restoring or requesting copies of databases; (iii) requesting security and audit reporting; (iv) security class modification; and (v) site modification. Once named, the Administrator(s) shall have sole authority to instruct MRI and make decisions on behalf of Client regarding Client’s use of the Software or Services. MRI shall be entitled to rely upon any

representation of the Administrator(s) without further verification of authority. MRI may, from time to time, in its sole discretion, require written documentation of Client verifying the authority or continued authority of any Administrator, which Client shall provide upon request. At least one (1) Administrator must be a Designated Support Contact. An Administrator must be an employee of the Client.

**1.6 Designated Support Contact.** For the purposes of this Agreement, “Designated Support Contacts” means the Client employees so designated by Client on the Order Document. The Client shall have the number of Designated Support Contacts as designated on the Order Document. Only a Designated Support Contact shall be permitted to contact MRI for any Maintenance and Support services and shall have the authority to (i) log case requests; and (ii) receive status updates on cases. A Designated Support Contact must be an employee of the Client.

**1.7 Client User.** For the purposes of this Agreement, “Client User” means a Client employee or Client Affiliate, acting directly on behalf of Client and using the Software or Services solely for the purpose of the Client’s internal business operations. If an Affiliate is a Client User, Client warrants that it has the authority to bind such Affiliate(s) to the terms of the Agreement and any applicable Schedule and further warrants that Client shall be jointly and severally responsible (with any such Affiliates) for a breach of such terms by its Affiliates. Client shall only permit Client Users to access and use any Software or Service and represents and warrants that all Client Users shall comply with the terms and conditions of use set forth in this Agreement and each such Client User shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Agreement. Client shall indemnify and hold MRI harmless for all loss, damages, costs and expenses (including reasonable attorneys’ fees) incurred by MRI for any breach or other violation of this Agreement by a Client User. An independent contractor, agent or other third party acting on behalf of Client may be deemed a Client User upon prior written consent of MRI, which MRI shall determine in its sole discretion, and may require such independent contractor, agent or other third party to certify with or enter contractual terms with MRI acceptable to MRI. In no event shall the combined use of the Software or Services hereunder by Client and its Client Users exceed the Licensed Metrics authorized under the applicable Order Document.

**1.8 Owner.** The Software is designed to be used for residential and/or commercial property management. If the Client is not the owner of such property or not the owner of all such properties for which the Software or any Service is utilized; but rather, Client is the manager for the owner of such property (with the non-Client property owner defined as “Owner”), then Client represents that Client either: (i) is entering this Agreement directly in privity with MRI; or (ii) is the duly appointed agent of the Owner and has the authority to enter into and perform the Agreement and use the Software and Services pursuant to the terms set forth in the Agreement. Client shall at all times be solely liable for the payment of all fees and the observance of all obligations, terms and conditions of the Agreement, regardless of any action, inaction or nonpayment by any Owner. Client shall keep MRI apprised in writing at all times of the identity and contact information of the Owner, and if Client’s relationship changes with respect to the Owner (by way of example and not by way of limitation, such as if Client’s agency or management relationship with Owner terminates). If Client’s relationship with an Owner or a particular property terminates for any reason, Client shall continue to be liable for any and all fees related to such Owner or property regardless of when such fees are billed by MRI. Client shall immediately notify MRI in the event of any change in ownership or control (including any change in control pursuant to a management contract) of Client, Owner or any of the properties, sites, or communities authorized for use of any Software or SaaS Service. Client shall undertake all reasonable efforts to assist in deactivating the ability of any such sold or



transferred properties, sites and communities to use or benefit from any Software or SaaS Service. Client shall remain fully liable for the use of any Software or SaaS Service until proper notification is completed.

## 2. DEFINITIONS

**"Affiliate"** means an entity controlling, controlled by or under common control with a Party to the Agreement where control means the ownership or control, directly or indirectly, of more than fifty percent (50%) of all the voting power of the shares (or other securities or rights) entitled to vote for the election of directors or other governing authority.

**"Client"** means the entity that has entered into this Agreement with MRI. "Client" also refers to Affiliates authorized to use the Software and Services in accordance with Section 1.7.

**"Client Data"** means any data and information that Client provides, generates, transfers or makes available to MRI under the Agreement, whether printed, electronic, or in some other format. Client Data shall also include data and information belonging to Owner as well as Owner's customers and Client's customers.

**"Content"** means any information, data, text, software, music, sound, photographs, graphics, video messages or other material to which Client is provided access through MRI or the Software.

**"Configurations"** means, regardless of whether such Configurations are performed by MRI, Client or Client User, (i) configurations implemented through use of the MRI application toolkit or other MRI approved industry standard toolkit, and not through source code change, or (ii) modifications to standard services reports. Notwithstanding any other provision in the Agreement, if Client has Configurations performed by a third party, such third party must be qualified as a Client User pursuant to Section 1.7 prior to the disclosure of any MRI Confidential Information to such third party.

**"Documentation"** means the user instructions, release notes, Functional Specifications, manuals and on-line help files in the form generally made available by MRI, regarding the use of the applicable Software.

**"Functional Specifications"** means those specifications of the MRI Software's functionality as set forth in the MRI Software LLC and Affiliated companies Functional Specifications, which may be found on [www.mrisoftware.com/MRIfunctionalspecs.asp](http://www.mrisoftware.com/MRIfunctionalspecs.asp), which specifications may be updated from time to time by MRI upon posting new specifications at such web page address.

**"Intellectual Property"** means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which MRI has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

**"License Metrics"** means the limitation on the usage of each of the Software and Maintenance and Support services as designated and/or defined in the applicable Order Document by a term such as the number of leases, units, assets, users and the like.

**"Maintenance and Support"** includes (i) phone assistance and workarounds so that the Software operates in material conformance with the Functional Specifications, and (ii) Updates, all of which are provided under MRI's Maintenance and Support Policies (as may be amended by MRI from time to time) in effect at the time the Support is provided. For the avoidance of doubt, Support excludes Professional Services.

**"Maintenance and Support Policies"** means those policies and procedures listed in the Maintenance and Support Policies, that may also be found on MRI's website at

[www.mrisoftware.com/maintenanceandsupport](http://www.mrisoftware.com/maintenanceandsupport), which may be subject to update by MRI from time to time.

**"MRI Software"** means each MRI-developed and/or MRI-owned software product in machine readable object code (not source code), the Documentation for such product, and any Updates and Upgrades thereto (if purchased by Client).

**"Owner"** is defined in Section 1.8.

**"Professional Services"** means data conversion, implementation, site planning, configuration, integration and deployment of the Software or SaaS Services, training, project management and other consulting services.

**"Protected Materials"** means Software, Content, Services, Configurations, license keys and MRI's or its licensors' Intellectual Property or Confidential Information.

**"SaaS Services"** the provision of the Software and/or Content as a service which is hosted by MRI or its hosting providers and which is accessed by Client via the internet, as more fully described in the SaaS Services Schedule and associated Order Document(s).

**"Services"** means collectively (i) the Professional Services; (ii) Maintenance and Support, and (iii) SaaS Services.

**"Software:"** means collectively the MRI Software and Third Party Software.

**"Third Party EULA" or "EULA":** the end user license agreement, if any, that accompanies or pertains to the Third Party Software, and that is incorporated into the Agreement, appended to the Order Document or is otherwise published by the third party supplier, and which governs the use of or access by Client to the applicable Third Party Software. A current list of Third Party EULAs may be found at [www.mrisoftware.com/EULA](http://www.mrisoftware.com/EULA), which may be updated from time to time.

**"Third Party Software"** means software in object code form, including Documentation, Updates and Upgrades (if purchased by Client), owned by an entity other than MRI which are to be provided to Client by MRI on a pass-through, reseller or OEM basis pursuant to the terms of the EULA.

**"Updates"** means a new version of the Software, if and when developed after the effective date of the Order Document, which MRI makes generally available to its customers as part of the Maintenance and Support. Updates include bug fixes, patches, error corrections, non-new platform changes, or minor modifications or revisions to the Software that enhance existing performance. Updates exclude Upgrades and new products, modules or functionality for which MRI generally charges a separate fee.

**"Upgrade"** means a new Software release that may contain (i) new applications; (ii) major functionality enhancements or improvements; and/or (iii) a new platform, which MRI designates as an Upgrade and for which MRI charges a separate license fee or, at MRI's election, new modules or products, or major releases that include significant feature enhancements or significant architectural modifications for which MRI charges an incremental upgrade fee.

## 3. FINANCIAL TERMS

**3.1 Fees and Payment Terms.** Fees are specified in the applicable Order Document. Fees are exclusive of, and Client is responsible for, shipping costs.

Payment of all fees is due thirty (30) days after the invoice date, unless otherwise agreed in the Order Document. Interest accrues on past due balances at the lesser of a 1½% per month or the highest rate allowed by law. Client is responsible for providing an accurate billing contact on the Order Document and updating that billing contact as needed from time to time such that MRI always has an accurate billing contact for Client.

If Client fails to make payments of any fees due under the Agreement, Client shall be in material breach of this Agreement. MRI will be entitled to suspend its performance upon ten (10) days' written notice to Client and/or to modify the payment terms, and to require full payment before any additional performance is rendered by MRI. Notwithstanding any of MRI's rights enumerated in Sections 3.1 or 9 of this Master Agreement, if Client fails to timely pay applicable fees under an Order Document, MRI shall be entitled to collect all past and current amounts due and owing,

and to accelerate all future amounts to be due, such that all remaining periodic payments for the then current term of the applicable Order Document are immediately due and owing. Client shall be responsible to pay any collection expenses (including attorneys' fees) incurred by MRI.

Unless expressly provided otherwise, fees paid or payable for Software licenses, SaaS Services or Maintenance and Support are not contingent under any circumstances upon the performance of any Professional Services.

**3.2 Taxes.** Unless expressly provided otherwise, the prices in the Agreement do not include taxes. Client agrees to pay any taxes, other than those based on MRI's net income, arising out of the Agreement. If Client is tax-exempt, Client agrees to send MRI a copy of its tax-exempt certificate prior to execution of a Schedule. Client agrees to indemnify MRI from any liability or expense incurred by MRI as a result of Client's failure or delay in paying taxes due.

**3.3 Travel Expenses.** Unless otherwise noted within the Order Document, MRI's reasonable travel and lodging expenses incurred by MRI in the performance of Services on Client's site will be billed separately at actual cost.

#### 4. CONFIDENTIALITY

**4.1 Defined.** By virtue of the Agreement, the Parties may be exposed to or be provided with certain confidential and proprietary information of the other Party or third parties, including but not limited to information designated as confidential in writing or information which by its nature ought to be in good faith considered confidential and proprietary to the disclosing Party ("*Confidential Information*"). Confidential Information of MRI and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Agreement, including without limitation all Order Documents, fees and charges, all trade secrets, software, source code, object code, specifications, documentation, business plans, customer lists and customer-related information, financial information, proposals, budgets as well as results of testing and benchmarking of the Software or Services, product roadmap, data and other information of MRI and its licensors relating to or embodied in the Software or Documentation. MRI's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of MRI.

**4.2 Non-Disclosure.** Each Party will protect the other Party's Confidential Information from unauthorized use or dissemination and use the same degree of care that each such Party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither Party will use Confidential Information of the other Party for purposes other than those necessary to directly further the purposes of the Agreement. Neither Party will disclose to third parties Confidential Information of the other Party without prior written consent of such other Party. Notwithstanding anything in this Agreement to the contrary, Client agrees that, upon request by Owner, MRI may communicate directly with the Owner about all aspects of the Agreement, the Client Data, and any other Client Confidential Information, if applicable.

**4.3 Exceptions.** Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving Party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving Party; (ii) was rightfully in the receiving Party's possession before receipt from the disclosing Party free of any obligation to keep it confidential; (iii) is lawfully obtained from a third party who has the right to make such disclosure; or (iv) has been independently developed by the receiving Party without reference to any Confidential Information of the disclosing Party.

**4.4 Compelled Disclosure.** The receiving Party may disclose Confidential Information of the disclosing Party if it is compelled by law to do so, provided the receiving Party gives the disclosing Party sufficient prior notice of such compelled disclosure (to the extent legally

permitted) to permit the disclosing Party a reasonable opportunity to object to the compelled disclosure and to allow the disclosing Party the opportunity to seek a protective order or other appropriate remedy. The receiving Party shall provide reasonable assistance, at the disclosing Party's cost, if the disclosing Party wishes to contest the disclosure.

**4.5 Remedy/Injunctive Relief.** The Parties acknowledge that disclosure of any Confidential Information may give rise to irreparable injury to the Party whose information is disclosed, which injury may be inadequately compensated in damages. Therefore, either Party may seek injunctive relief against the other Party's breach or threatened breach of this Section 4 as well as any other legal remedies that are available.

#### 5. PRIVACY

Client represents and warrants that before providing non-public personal or financial information to MRI or its agents, it will comply with any laws applicable to the disclosure of personal information, including providing notices to or obtaining permission from third parties to allow sharing of their personal information with MRI under the Agreement. Notwithstanding anything in this Agreement to the contrary, Client hereby grants to MRI a perpetual, non-cancelable, worldwide, non-exclusive right to utilize any data that arises from the use of the Protected Materials by Client whether disclosed on or prior to the Effective Date for any legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information.

If Client provides personal data to MRI from data subjects in Canada or the European Union ("EU"), then Client hereby (a) acknowledges that in connection with any products or services provided by MRI under this Agreement, MRI may transfer/access/store/process personal data outside of the EU and Canada in countries (such as the United States) that under EU laws may not ensure an adequate level of data protection (the "Data Transfer"); and (b) consents to such Data Transfer, and Client shall ensure that it complies with all applicable EU and Canadian laws that apply to Client as the data controller of such personal data in connection with the Data Transfer. MRI will take reasonable measures to protect the security of such personal data transferred by Client to MRI.

#### 6. LIMITED RIGHTS AND OWNERSHIP

**6.1 Reservation of Rights.** All rights not expressly granted in the Agreement are reserved by MRI and its licensors. Client acknowledges that: (i) all Software is licensed and not sold and all Content is subscribed to and not sold; (ii) Client acquires only the right to use the Protected Materials and MRI, its licensors, and Content providers shall retain sole and exclusive ownership of all rights, title, and interest in the Protected Materials, including (whether developed by MRI, Client, Client User, or other third party) (a) Intellectual Property embodied in or associated with the Protected Materials, (b) deliverables and work product associated with the Protected Materials, and (c) all copies and derivative works thereof; and (iii) the Protected Materials, including the source and object codes, logic and structure thereof, constitute valuable trade secrets of MRI and its licensors. Client hereby assigns to MRI all right, title and interest in and to Configurations developed by Client, Client User or by any other third party on behalf of Client; however, Client shall retain a license to use such Configurations for so long as Client retains a license to use the Software or SaaS Services, as applicable, used in conjunction with such Configurations. Client agrees to secure and protect the Protected Materials consistent with the maintenance of MRI's and its licensors' rights therein, as set forth in this Master Agreement. Client agrees to execute such further instruments, and take such further actions as MRI may reasonably request, at MRI's expense, to apply for, register, perfect, confirm, and protect MRI's rights. Client shall reimburse MRI for any and all expenses that MRI may incur (including interest, attorneys' fees and other legal expenses) in connection with MRI's efforts to enforce its rights against Client with respect to the Protected Materials, or any of MRI's Intellectual Property rights in the event MRI prevails in such enforcement efforts.

**6.2 Restrictions.** Client shall not itself, or through any Affiliate, Client User, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host (except Client shall be permitted



to host the MRI Software with respect to a perpetual software license), lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Software, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Client Users; (iv) write or develop any derivative works based upon the Protected Materials, except for authorized Configurations; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis, other than on behalf of Owner, if applicable; (vii) disclose or publish, without MRI's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

**6.3 Client Data.** Notwithstanding anything in this Agreement to the contrary, Client and/or Owner retains sole and exclusive ownership to any and all Client Data.

**6.4 License Grant by Client.** Client grants to MRI a non-exclusive, royalty free license to use equipment, software, Client Data or other material of Client solely for the purpose of performing MRI's obligations under the Agreement.

**6.5 Enforcement.** Client shall (i) ensure that all users of Protected Materials comply with the terms and conditions of the Agreement, (ii) promptly notify MRI of any actual or suspected violation thereof and (iii) cooperate with MRI with respect to investigation and enforcement of the Agreement. The Software contains code-based protections that serve to prevent and remedy violations of the license restrictions. If the Software is hosted on Client's technology systems, MRI may access the Software remotely in order to ensure Client's compliance with the license terms and other restrictions of the Agreement.

## 7. INDEMNIFICATION

**7.1 Intellectual Property Infringement.** MRI will defend or settle, at its option and expense, any action, suit or proceeding brought against Client by a third party that the MRI Software or SaaS Services infringe a third party's USA patent, registered copyright, or registered trademark ("IP Claim"). MRI will indemnify Client against all damages and costs finally awarded or those costs and damages agreed to in a monetary settlement of such action, which are attributable exclusively to such IP Claim, provided that Client: (i) promptly gives written notice of the IP Claim to MRI; (ii) gives MRI sole control of the defense and settlement of the IP Claim; (iii) provides MRI, at MRI's expense, with all available information and assistance relating to the IP Claim and cooperates with MRI and its counsel; (iv) does not compromise or settle such IP Claim; and (v) is not in material breach of any agreement with MRI.

**7.2 Indemnification Exceptions.** MRI has no obligation to the extent any IP Claim results from: (i) Client having modified the MRI Software or SaaS Services or used a release other than a current unaltered release of the MRI Software, if such an infringement would have been avoided by the use of a current unaltered release of the MRI Software, (ii) Content and/or any Third Party Software, (iii) Configurations or (iv) the combination, operation or use of the MRI Software or SaaS Services with software or data not provided by MRI.

**7.3 Infringement Remedies.** If it is adjudicated that an infringement of the MRI Software or SaaS Service by itself and used in accordance with the Agreement infringes any USA patent, registered copyright, or registered trademark, MRI shall, at its option: (i) procure for Client the right to continue using the MRI Software or SaaS Service; (ii) replace or modify the same so it becomes non-infringing; or (iii) MRI shall terminate the applicable license or Service and shall refund to Client (a) with respect to a perpetual license to the MRI Software, the license fees for the affected Software, less 1/12 thereof for each month or portion thereof since the original Effective Date, or (b) with respect to SaaS Services and/or limited term Software licenses, the pre-paid portion of

the SaaS Services or term license fees paid to MRI for the affected MRI Software or Service. SECTIONS 7.1, 7.2 AND 7.3 STATE MRI'S ENTIRE OBLIGATION TO CLIENT AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

**7.4 Client Indemnification.** Client shall defend MRI against any claim, demand, suit, or proceeding made or brought against MRI by a third party arising out of or related to (i) the Client Data; (ii) Client's or its users' use of the Software or the SaaS Services in violation of the Agreement; (iii) Client or any user infringing or misappropriating the Intellectual Property rights of a third party or violating applicable law; or (iv) Client's or its users' use or misuse of the Software or SaaS Service or Client's or its users' use or misuse of the Client Data (including, without limitation, accessing, providing access, using or distributing the Client Data) (each of the above a "Client Claim"). Client shall indemnify MRI for all damages and costs finally awarded against, and for reasonable attorneys' fees incurred by, MRI in connection with any Client Claim, or those costs and damages agreed to in a monetary settlement of such Client Claim; provided that MRI (a) promptly gives Client written notice of the Client Claim, (b) gives Client sole control of the defense and settlement of the Client Claim (provided that Client may not settle or defend any Client Claim unless it unconditionally releases MRI of all liability), and (c) provides Client all reasonable assistance, at Client's cost. For purposes of this Section 7.4 only, "MRI" shall include MRI and its Affiliates, and each of their members, owners, officers, directors, employees, agents, successors and assigns.

## 8. DISCLAIMERS AND LIMITATION OF LIABILITY.

**8.1 Disclaimer of Warranties.** THE WARRANTIES, IF ANY, SET FORTH IN THE SCHEDULES ARE IN LIEU OF, AND MRI, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY SOFTWARE, SAAS SERVICE, CONTENT, DELIVERABLES OR OTHER SERVICES ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT AND/OR THIRD PARTY SOFTWARE WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY MRI, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. ALTHOUGH CERTAIN OF THE SOFTWARE AND CONTENT MAY BE DESIGNED TO HELP CLIENTS COMPLY WITH APPLICABLE LAWS AND REGULATIONS, MRI HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SUFFICIENCY OR ACCURACY OF THE SOFTWARE AND CONTENT IN THIS REGARD; MOREOVER, VARIOUS STATE LAWS MAY APPLY, AND THE SOFTWARE DOES NOT INCORPORATE STATE LAW REQUIREMENTS. ALL SUCH LAWS AND REGULATIONS MAY CHANGE FROM TIME TO TIME, AND THE SOFTWARE AND CONTENT MAY NOT BE UPDATED TO REFLECT SUCH CHANGES. CLIENT SHOULD CONSULT AN ATTORNEY WITH RESPECT TO COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

**8.2 Connection Over Internet.** CLIENT ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CLIENT DATA. ACCORDINGLY, MRI CANNOT AND DOES NOT GUARANTY THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

**8.3 Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, MRI'S TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES AWARDED UNDER THE AGREEMENT) TO CLIENT FOR ANY CLAIM BY CLIENT OR ANY THIRD PARTIES UNDER THE AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 7 (Indemnification), WILL BE LIMITED TO (i) WITH RESPECT TO PERPETUAL SOFTWARE LICENSES OR PROFESSIONAL SERVICES, THE FEES PAID BY CLIENT FOR THE SOFTWARE OR SERVICE WHICH IS THE SUBJECT MATTER OF THE CLAIM LESS 1/36 THEREOF FOR EACH MONTH OR PORTION THEREOF SINCE THE EFFECTIVE DATE AND (ii) WITH RESPECT

TO SAAS SERVICES, TERM LICENSES AND MAINTENANCE AND SUPPORT, THE FEES PAID FOR THE PRIOR TWELVE (12) MONTHS FOR THE SOFTWARE OR SERVICE WHICH IS THE SUBJECT MATTER OF THE CLAIM.

**8.4 Third Party Software and Content.** WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR CONTENT PROVIDED TO CLIENT UNDER THE AGREEMENT, INCLUDING ANY MODULES OF THE SAAS SERVICES THAT MAY CONTAIN THIRD PARTY SOFTWARE OR CONTENT, CLIENT AGREES THAT (I) MRI MAY ADD AND/OR SUBSTITUTE FUNCTIONALLY EQUIVALENT PRODUCTS FOR ANY THIRD PARTY SOFTWARE IN THE EVENT OF PRODUCT UNAVAILABILITY, END-OF-LIFE, OR CHANGES TO SOFTWARE REQUIREMENTS; (II) THE PROVISION OF CONTENT IS SUBJECT TO AVAILABILITY FROM THIRD PARTY CONTENT PROVIDERS AND MRI SHALL HAVE NO LIABILITY SHOULD SUCH CONTENT BECOME UNAVAILABLE FOR ANY REASON OR IS NO LONGER AVAILABLE UNDER REASONABLE COMMERCIAL TERMS; (III) CLIENT'S USE OF ANY THIRD PARTY SOFTWARE SHALL BE SUBJECT TO, AND CLIENT AND USERS SHALL COMPLY WITH, THE AGREEMENT AND ANY APPLICABLE THIRD PARTY EULAS; (IV) MRI MAKES NO WARRANTY WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR ANY CONTENT; AND (V) CLIENT'S SOLE REMEDY WITH RESPECT TO SUCH THIRD PARTY SOFTWARE SHALL BE PURSUANT TO THE ORIGINAL LICENSOR'S WARRANTY, IF ANY, TO MRI, TO THE EXTENT PERMITTED BY THE ORIGINAL LICENSOR. CONTENT AND THIRD PARTY SOFTWARE ARE MADE AVAILABLE ON AN "AS IS, AS AVAILABLE" BASIS.

**8.5 No Special Damages.** IN NO EVENT WILL MRI BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT MRI HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8.6 Time to Bring Claim.** NO CLAIM ARISING OUT OF THE AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT AGAINST MRI MORE THAN THE SHORTER OF ONE YEAR OR THE MINIMUM PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED.

**8.7 Survival.** THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

## 9. TERM AND TERMINATION

**9.1 Term.** The term of this Master Agreement shall commence on the Effective Date set forth above and shall continue in full force and effect until the expiration or termination of all Schedules, unless otherwise terminated earlier as provided hereunder.

**9.2 Termination.** Either Party may terminate the Agreement including all Schedules immediately upon written notice in the event that the other Party commits a non-remediable material breach of the Agreement, or if the other Party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching Party within 30 days of being notified in writing of such breach, except for breach of Section 3.1 (Fees and Payment Terms) which shall have a ten (10) day cure period.

Where a Party has a right to terminate the Agreement, the non-breaching Party may at its discretion either terminate the Agreement or the applicable Schedule. Schedules that are not terminated shall continue in full force and effect under the terms of this Master Agreement.

**9.3 Post-Termination Obligations.** Following termination of the Agreement or a Schedule (for whatever reason), Client shall certify that it has returned or destroyed all copies of the applicable Software, Content and Confidential Information of MRI and acknowledges that its rights to use the same are relinquished. Termination of this Agreement for any reason shall not excuse Client's obligation to pay in full any and all amounts due, nor shall termination by MRI result in a refund of fees paid. Client shall use its commercially reasonable efforts to remove all Client Data from any Software or SaaS Service prior to termination of the Agreement or applicable Schedule. Client may engage MRI to assist Client in removing such Client Data at MRI's then standard rates. If any Client Data remains in the Software or SaaS Service more than 30 days after the effective date of termination, MRI may, in its sole discretion and without

notice, delete any and all Client Data. At any time before or after termination, if an Owner requests that any Client Data be provided directly to such Owner, Client agrees that MRI may transfer such Client Data directly to such Owner, and that MRI shall not be liable for any damages that result from the transfer of Client Data to an Owner.

## 10. GENERAL PROVISIONS

**10.1 Publicity.** Client may not use the name, logo or otherwise of MRI in any publicity without the prior written approval of MRI, which approval shall not be unreasonably withheld. Each Party shall complete its review of any proposed materials or activities submitted by the other Party within five (5) business days of its receipt of such materials from the other Party. Client agrees it will participate in a joint press release within thirty (30) days of the execution of this Master Agreement.

**10.2 Force Majeure.** Neither Party shall incur any liability to the other Party on account of any loss, claim, damage or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations), if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without any negligence on the part of the Party seeking protection under this Section. Such events, occurrences, or causes shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire or explosions ("Force Majeure Events"). Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

**10.3 Assignment.** MRI may assign the Agreement and all of its rights and obligations herein without Client's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither Party may otherwise assign or transfer the Agreement without the prior written consent of the other Party.

**10.4 Notice of U.S. Government Restricted Rights.** If the Client hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the U.S. Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and is furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

**10.5 Export.** Client shall comply fully with all relevant export laws and regulations of the United States and other applicable jurisdictions to ensure that the Software is not exported, directly or indirectly, in violation of those laws.

**10.6 Non-solicitation.** During the term of this Master Agreement and for a period of one year following its termination, Client will not employ or solicit for employment directly or through other parties, without the MRI's written permission, any individual employed by MRI. If a Party breaches this Section 10.6, such Party shall pay to the non-breaching Party a sum equal to 150% of the hired employee's annual salary while such employee was employed by the non-breaching Party, and such payment shall be made within 30 days of hiring such employee.

**10.7 Compliance.** During the term of this Master Agreement and for a period of one year following its termination, Client shall maintain and make available to MRI records sufficient to permit MRI or an independent auditor retained by MRI to verify, upon ten days' written notice, Client's full compliance with the terms and requirements of the Agreement. Such audit shall be performed during regular business hours. If such verification process reveals any noncompliance by Client with the Agreement, Client shall reimburse MRI for the reasonable costs and expenses of such verification process (including, but not limited to the fees of an independent auditor) incurred by MRI, and Client shall promptly cure any such noncompliance, including without limitation through the payment of any and all fees owed to MRI during the period of noncompliance; provided, however, that the obligations under this

Section do not constitute a waiver of MRI's termination rights. Client acknowledges that the Software may include a license manager component to track usage of the Software and agrees not to impede, disable or otherwise undermine such license manager's operation.

**10.8 Notices.** Any notice required or permitted to be sent under the Agreement shall be delivered by hand, by overnight courier, or by certified mail, return receipt requested, to the address of the Parties first set forth in the Agreement or to such other address of the Parties designated in writing in accordance with this subsection.

**10.9 Relationship.** The Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither Party may bind the other Party or act in a manner which expresses or implies a relationship other than that of independent contractor.

**10.10 Invalidity.** If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**10.11 Survival.** The following provisions will survive any termination or expiration of the Agreement or a Schedule: Sections 1, 2, 3, 4, 6.1, 6.2, 6.5, 7, 8, 9, and 10.

**10.12 No Waiver.** Any waiver of the provisions of the Agreement or of a Party's rights or remedies under the Agreement must be in writing and include a signature by an authorized representative of each Party to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. The waiver by either of the Parties hereto of a breach or of a default under any of the provisions of the Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any Party may otherwise have at law or in equity. Failure, neglect, or delay by a Party to enforce the provisions of the Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such Party's rights under the Agreement and shall not in any way affect the validity of the whole or any part of the Agreement or prejudice such Party's right to take subsequent action.

**10.13 Entire Agreement.** The Agreement constitutes the Parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the Parties relating to its subject matter as well as any prior contractual agreements between the Parties. Client hereby releases and discharges MRI from any and all claims for relief, causes of action, or demands arising out of or in any way relating to any event, act or occurrence prior to the Effective Date of this Agreement. No modification to the Agreement will be binding unless in writing and includes a signature by an authorized representative of each Party. All pre-printed terms of any Client purchase order or other Client business processing document shall have no effect. Each Party represents and warrants to the other that: (i) it has full power, authority, and legal right to execute, deliver, and perform this Agreement, (ii) each signor is duly authorized and has legal capacity to execute and deliver this Agreement and (iii) this Agreement constitutes the legal, valid, and binding obligation of the Parties, enforceable in accordance with its terms.

**10.14 No Third Party Beneficiaries.** This Agreement is for the benefit of the Parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a Party, any client of a Party, or any employee of a client of a Party. Notwithstanding the above, the Parties acknowledge that all rights and benefits afforded to MRI under the Agreement shall apply equally to the

owner of the Third Party Software with respect to the Third Party Software, and such third party is an intended third party beneficiary of the Agreement, with respect to the Third Party Software.

**10.15 Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in the State of Ohio to whose exclusive jurisdiction the Parties hereby consent. For purposes of establishing jurisdiction in Ohio under this Agreement, each Party hereby waives, to the fullest extent permitted by applicable law, any claim that: (i) it is not personally subject to the jurisdiction of such court; (ii) it is immune from any legal process with respect to it or its property; and (iii) any such suit, action or proceeding is brought in an inconvenient forum. Each Party irrevocably waives its rights to trial by jury in any action or proceeding arising out of or relating to this Agreement or the transactions relating to its subject matter. The Parties agree that this contract is not a contract for the sale of goods; therefore, the Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

**10.16 Legal Fees and Costs.** In the event of a dispute between the Parties regarding the enforcement of the Agreement, the prevailing Party in such dispute will be entitled to collect from the other Party the prevailing Party's reasonable legal fees and costs.

**10.17 Order of Precedence.** To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of any Schedule, the provisions of this Master Agreement shall control unless the Schedule expressly states the intent to supersede a specific portion of the Master Agreement.

In the event of a conflict between an Order Document and the Master Agreement, the Master Agreement shall prevail, provided, however, that such standard variable terms such as price, quantity, license scope and License Metrics, tax exempt status, payment terms, shipping instructions and the like shall be specified on each Order Document. All pre-printed terms of any Client purchase order or other business processing document shall have no effect.

**10.18 Headings and Drafting.** The headings in the Agreement shall not be used to construe or interpret the Agreement. The Agreement shall not be construed in favor of or against a Party based on the author of the document.

**10.19 Counterparts.** The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and that facsimile and/or pdf scanned copies of signatures shall be as effective and binding as original signatures.

**10.20 Treatment in the Event of Bankruptcy of Client.** The Parties acknowledge and agree that this Agreement is an executory contract as such term is defined in section 365 of the United States Bankruptcy Code ("USBC"). The Parties further acknowledge and agree that the Agreement does not provide a license of intellectual property as defined in section 101(35) of the USBC and that the provisions of Section 365(n) of the USBC are therefore not applicable. Client acknowledges that MRI will be harmed if this Agreement was assigned to a competitor, direct or indirect, or any other party whose use of MRI Software or Services pursuant to the Agreement would be detrimental to the business and rights of MRI, and Client hereby grants MRI the right to consent to any proposed assignment of this Agreement in a bankruptcy and that the rights of consent to the assignment provided in section 365(c)(1) of the USBC shall be applicable to any proposed assignment of this Agreement in any bankruptcy case filed by Client.

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END OF MASTER AGREEMENT





## SAAS SERVICES SCHEDULE

This SaaS Services Schedule is entered into between MRI Software LLC ("MRI") and the Client named in the Order Document, and the authorized representatives of the Parties hereby execute this SaaS Services Schedule to be effective as of the Effective Date, as defined in the Order Document.

### 1. DEFINITIONS

Additional defined terms specific to this Schedule:

**"Error"**: a material failure of a hosted MRI Software to conform to its Functional Specifications that is reported by Client to and replicable by MRI.

**"Malicious Code"**: computer viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

### 2. TERM; RENEWAL; TERMINATION.

**2.1 Term and Renewal.** SaaS Services commence on the date specified in the Order Document and continue for the term set forth in the Order Document ("Initial Term"). Following the end of the Initial Term, SaaS Services shall automatically renew for the same length as the Initial Term (each renewal a "Renewal Term") unless either Party gives written notice at least sixty (60) calendar days prior to the end of the Initial Term or any Renewal Term, as applicable, of its intention to not renew the SaaS Service. For all Renewal Terms, Client shall be required to migrate to the then latest Upgrade of the hosted Software. The pricing for the first twelve (12) months of any Renewal Term shall be provided by MRI in writing no less than ninety (90) days prior to the end of the Initial Term or any Renewal Term. Notice to not renew the Initial Term or any Renewal Term shall be given in accordance with section 10.8 of the Master Agreement and shall be deemed given upon delivery to the non-cancelling Party. For the purposes of the pricing notice in this Section, email or first-class mail will suffice. The Initial Term and Renewal Terms are collectively referred to as the "Term".

**2.2 Termination.** This Schedule may be terminated for cause by either Party in accordance with Section 9 of the Master Agreement. Sections 1 and 2 hereof and the surviving provisions of the Master Agreement shall survive expiration or termination of this Schedule. Upon termination of the SaaS Services, and provided Client is not in breach of any of its obligations under the Agreement, MRI will, upon Client's written request and payment of the applicable fees, provide a backup copy of Client's Data (a then-current fee schedule will be provided upon request).

### 3. GRANT OF USE

Subject to the timely payment of the applicable fees, the terms of this Schedule and the Master Agreement, MRI grants to Client, for the Term, the right to access and use the SaaS Services, as more fully described in the Order Document, solely for Client's internal business purposes. Such access and use is subject to the terms of the Master Agreement, including without limitation the restrictions set forth in Section 6.2 of the Master Agreement.

SaaS Services purchased may be accessed by or used to manage no more than the number of License Metrics specified in the Order Document. Additional License Metrics may be purchased under an additional Order Document at the pricing in effect at the time the additional License Metrics are added, prorated for the remainder of the then-current Term. The added License Metrics shall have the same term as the then applicable Term. Unless stated otherwise in the Order Document, fees are based on Services and License Metrics purchased and not actual usage.

### 4. SERVICES

**4.1 SaaS Environment.** Client is solely responsible for obtaining and maintaining at its own expense, all equipment needed to access the SaaS Services, including but not limited to Client's Internet access.

**4.2 SaaS Service Availability.** MRI shall use commercially reasonable efforts to make the SaaS Services available twenty-four (24) hours a day, seven (7) days a week, except for: (a) Scheduled Maintenance; (b) Client Error Incidents; (c) Emergency Maintenance; (d) any unavailability caused by circumstances beyond MRI's reasonable control, including without limitation, Force Majeure Events; and (e) Internet service provider failures or delays. Scheduled Maintenance is defined as any maintenance performed during MRI's then-current standard maintenance windows and any other maintenance of which Client is given at least forty-eight (48) hours advance notice. MRI may perform maintenance on some or all of the SaaS Service in order to upgrade hardware or software that operates or supports the SaaS Service, implement security measures, or address any other issues it deems appropriate for the continued operation of the SaaS Service. Client Error Incident is defined as any SaaS Service unavailability related to Client's applications, Client Data, or Client's equipment, or the acts or omissions of any user of the SaaS Service. Emergency Maintenance means downtime of the SaaS Service due to the application of urgent patches or fixes, or other urgent maintenance, recommended by MRI's vendors, that is performed outside of Scheduled Maintenance.

Client acknowledges that MRI does not control the transfer of data over telecommunications facilities, including the Internet. MRI does not warrant secure operation of the SaaS Services or that it will be able to prevent third party disruptions of such Services. Client acknowledges further that the SaaS Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. MRI is not responsible for any delays, delivery failures, or other damage resulting from such problems.

**4.3 Maintenance and Support Services.** Subject to Client's timely payment of applicable SaaS Services fees, MRI will provide to Client the Maintenance and Support services for the Maintenance and Support plan indicated in the Order Document, under MRI's Maintenance and Support policies in effect at the time the Services are provided for the level of Services ordered. MRI shall manage and install all Updates and Upgrades of the hosted Software.

Updates are provided when and if available, and MRI is under no obligation to develop any future programs or functionality. MRI is under no obligation to provide Maintenance and Support with respect to: (i) Software that has been altered or modified by anyone other than MRI or its licensors; (ii) a release for which Maintenance and Support has been discontinued; (iii) Software used other than in accordance with the Documentation; (iv) discrepancies that do not significantly impair or affect the operation of the SaaS Services; (v) any systems or programs not supplied by MRI; or (vi) Configurations.

For the avoidance of doubt, Updates provided under Maintenance and Support services do not include custom development, Upgrades, or Configurations regardless of whether such Configurations are performed by MRI or by Client. MRI reserves the right to charge Client for any reintegration work required to make Configurations compatible with future versions/releases.

If an Error was corrected or is not present in a more current version of the Software, MRI shall have no obligation to correct such Errors in prior versions of the Software.

Subject to timely payment of the applicable fees, Maintenance and Support is provided for all Software, unless otherwise noted in the Order Document; provided, however, that with respect to Third Party Software, MRI's obligation is limited to using commercially reasonable efforts to obtain Maintenance and Support from the third party owner of such Software.

**4.4 Backups and Restoration Services.** Provided Client is not otherwise in breach of the Agreement, MRI will provide backup copies and/or database restoration, upon written request and subject to Client's payment of applicable fees for such service (a then-current fee schedule will be provided upon request).

**4.5 Exclusions.** Fees for SaaS Services do not include implementation, training and other Professional Services, such as project management, conversion, report writing, and external systems interface development. It is Client's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Client to effectively use the SaaS Services. Failure to do so could result in increased service call fees if such service calls are deemed excessive as a result of insufficient training, at MRI's discretion.

## 5. CERTAIN OBLIGATIONS

**5.1 Passwords; Security.** Client is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Client is entirely responsible for any and all activities that occur under Client's account. Client agrees to immediately notify MRI of any unauthorized use of Client's account or any other breach of security known to Client. MRI shall have no liability for any loss or damage arising from Client's failure to comply with these requirements. MRI will maintain Client passwords as confidential and will not disclose them to third parties.

**5.2 Client Data.** Client shall be solely responsible for the accuracy, quality, integrity and legality of Client Data and of the means by which it acquired Client Data.

**5.3 Acceptable Use.** Client acknowledges and agrees that MRI does not monitor or police the content of communications or data of Client or its users transmitted through the Services, and that MRI shall

not be responsible for the content of any such communications or transmissions. Client shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Client agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains Malicious Code; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (d) otherwise violates any applicable law. Client further agrees not to interfere or disrupt networks connected to the Services, not to interfere with another entity's use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the SaaS Services. MRI may remove any violating content posted on the Services or transmitted through the Services, without notice to Client. MRI may suspend or terminate any user's access to the SaaS Services upon notice in the event that MRI reasonably determines that such user has violated the terms and conditions of this Schedule.

## 6. WARRANTIES AND DISCLAIMER

**6.1 Limited Warranty.** During the Term, MRI warrants that the hosted MRI Software supplied to Client as part of the SaaS Services will be free of Errors.

**6.2 Remedies.** If the hosted MRI Software does not perform as warranted, MRI shall use commercially reasonable efforts to correct such Errors, as Client's exclusive remedy for any claim under this warranty. Client shall promptly notify MRI in writing of its claim. Provided that such claim is determined by MRI to be MRI's responsibility, MRI shall, within thirty (30) days of its receipt of Client's written notice, (i) correct such Error; (ii) provide Client with a plan reasonably acceptable to Client for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from MRI, then MRI or Client may terminate the affected SaaS Service, and Client will be entitled to a refund of the pre-paid portion of the fees paid for the affected SaaS Service. The preceding warranty cure shall constitute MRI's entire liability and Client's exclusive remedy for cure of the warranty set forth herein. If Client elects not to terminate the SaaS Service, Client waives all rights for the applicable warranty cure set forth herein.

**6.3 Exclusions.** MRI is not responsible for any claimed breach of any warranty set forth in Section 6.1 caused by: (i) modifications made to the hosted MRI Software by anyone other than MRI; (ii) the combination, operation or use of the hosted MRI Software with any items not certified by MRI; (iii) MRI's adherence to Client's specifications or instructions; (iv) Errors caused by or related to internet connections; (v) Client deviating from the hosted MRI Software operating procedures described in the Documentation; or (vi) Errors caused by Configurations.

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END OF SAAS SERVICES SCHEDULE



## LIMITED SOFTWARE LICENSE AND MAINTENANCE AND SUPPORT SCHEDULE

This Limited Software License and Maintenance and Support Schedule is entered into between MRI Software LLC (“MRI”) and the Client named in the Order Document, and the authorized representatives of the Parties hereby execute this Limited Software License and Maintenance and Support Schedule to be effective as of the Effective Date, as defined in the Order Document.

### 1. DEFINITIONS

Additional defined terms specific to this Schedule:

“**Certified Operating Environment**” or “**COE**” means hardware, operating system, middleware, database products and other software on which the Software will operate, as set forth on [www.mrisoftware.com/COE](http://www.mrisoftware.com/COE) which may be updated from time to time by MRI upon posting new COE requirements at such web page address.

“**Delivery Date**” means (i) for electronic delivery: the date(s) on which each MRI Software is made available to Client for electronic download on MRI’s FTP site; or (ii) for physical delivery: the date(s) on which the Software, as contained in a physical media, is delivered to the common carrier for shipment to Client; whichever such date occurs first.

“**Error**” means a material failure of the MRI Software to conform to its Functional Specifications that is reported by Client to and replicable by MRI.

“**Territory**” means the certain geographic areas, specified in the Order Document, in which the Software may be used.

### 2. LICENSE

**2.1 License Grant.** Subject to the terms and conditions of this Schedule, the Order Document and the Master Agreement including without limitation the restrictions set forth in Section 6.2 of the Master Agreement and timely payment of the applicable fees, MRI hereby grants to Client a limited, non-exclusive, personal, non-sublicensable, and non-transferable license for the Term of this Agreement (subject to MRI’s termination rights as set forth herein) to (i) install, run and use the Software listed in the Order Document in the COE and in the Territory, solely for Client’s own business operations and solely as enabled by the license keys, and (ii) use the Documentation in connection with such use of the Software. The Software shall not be simultaneously loaded and operated on more than one hardware platform. Upon timely payment of all fees, Client shall receive an annual license key refresh.

The Software may be accessed by or used to manage no more than the number of License Metrics specified in the Order Document. Additional License Metrics may be purchased under an additional Order Document at the pricing in effect at the time the additional License Metrics are purchased. Unless stated otherwise in the Order Document, fees are based on License Metrics purchased and not actual usage.

**2.2 Third Party Software.** Use of the Third Party Software, if any, is subject to all terms and conditions of the applicable Third Party EULA, if any. Client shall use the Third Party Software solely in conjunction with the MRI Software and Client shall have no broader use rights with respect to the Third Party Software than it has to the MRI Software.

**2.3 Copies.** Notwithstanding any other provision in the Agreement, the license grant in Section 2.1 herein is for one (1) production copy and up to two (2) back-up copies. The back-up copies may be used by Client for testing, back-up or other non-production purposes. Client shall not use the back-up copies or any other copy of the Software for production purposes. If MRI determines, in its reasonable discretion, that Client is using multiple production copies in violation of the Agreement, MRI may, in addition to any other remedies available to MRI under the Agreement, invoice Client the then current license fee for each additional production environment improperly in use

by Client, which invoice Client shall be obligated to pay in full within thirty (30) calendar days of such invoice date. All Intellectual Property rights notices must be reproduced and included on any copies. Client shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform MRI in writing of such number and location upon request.

**2.4 Delivery.** Upon execution by Client; and receipt by MRI of (i) the applicable Order Document; and (ii) a purchase order from Client, a downloadable machine-readable copy of the Software, the applicable downloadable license keys, and a downloadable machine-readable copy of the Documentation shall be delivered to Client. If Client requires physical delivery, shipment of Software, Documentation and applicable license keys is F.O.B Origin and includes one (1) production copy and one (1) back-up copy.

### 3. MAINTENANCE AND SUPPORT SERVICES

**3.1** Subject to Client’s timely payment of applicable Maintenance and Support fees, MRI will provide to Client the Maintenance and Support services for the Maintenance and Support plan indicated in the Order Document during the specified period. All licenses in Client’s possession must be supported under the same Maintenance and Support plan.

**3.2** Updates are provided if and when available and MRI shall notify Client of the availability of such Updates solely by posting such Updates on MRI’s client portal. MRI is under no obligation to develop any future programs or functionality. MRI is under no obligation to provide Maintenance and Support with respect to: (i) Software that has been altered or modified by anyone other than MRI or its licensors; (ii) a release for which Maintenance and Support has been discontinued; (iii) Software used other than in accordance with the Documentation or other than on a COE; (iv) discrepancies that do not significantly impair or affect the operation of the Software; (v) any systems or programs not supplied by MRI; or (vi) Configurations.

For the avoidance of doubt, Updates provided under Maintenance and Support services are subsequent maintenance releases to the standard MRI Software, excluding Upgrades, custom development or Configurations regardless of whether such Configurations are performed by MRI or by Client, Client User or a third party. MRI reserves the right to charge Client for any reintegration work required to make Configurations compatible with future versions/releases.

If an Error was corrected or is not present in a more current version of the Software, MRI shall have no obligation to correct such Errors in prior versions of the Software.

**3.3** Subject to timely payment of the applicable fees, Maintenance and Support is provided for all Software, unless otherwise noted in the Order Document, provided however that with respect to Third Party Software, MRI’s obligation is limited to using commercially reasonable efforts to obtain Maintenance and Support from the third party owner of such Software.

**3.4** Maintenance and Support starts on the Effective Date and continues through the expiration of the initial term set forth in the Order Document (“**Initial Term**”). Following the end of the Initial Term, Maintenance and Support and the license grant under Section 2.1 shall



automatically renew for the same length as the Initial Term (each renewal a "Renewal Term"), unless either Party gives written notice at least sixty (60) calendar days prior to the end of the Initial Term or any Renewal Term, as applicable, of its intention to not renew Maintenance and Support and the license grant. The pricing for the first twelve (12) months of any Renewal Term shall be provided in writing by MRI no less than ninety (90) days prior to the end of the Initial Term or any Renewal Term. Notice to not renew the Initial Term or any Renewal Term shall be given in accordance with section 10.8 of the Master Agreement and shall be deemed given upon delivery to the non-cancelling Party. For purposes of the pricing notice in this Section only, email or first-class mail will suffice. The Initial Term and Renewal Terms are collectively referred to as the "Term".

3.5 In the event that Client's Maintenance and Support is not renewed and is later reinstated, a reinstatement fee shall be assessed equal to 120% of the aggregate Maintenance and Support fee that would have been payable during the period of lapse. In order to reinstate Maintenance and Support, Client must Upgrade its Software to the most current release and pay for any applicable Upgrade fees.

3.6 If ordered by Client, Maintenance and Support must be ordered for all Software and all associated License Metrics licensed by Client and its Affiliates. Client may not purchase or renew Maintenance and Support for less than all of the Software licensed by Client.

3.7 Fees for Maintenance and Support do not include implementation, training and other Professional Services, such as project management, conversion, report writing, and external systems interface development.

3.8 It is Client's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Client to effectively use the Software. Failure to do so could result in additional Maintenance and Support fees if service requests are deemed excessive as a result of insufficient training, at MRI's discretion.

3.9 The System will need to be installed on Client's servers and technology infrastructure. If utilizing Professional Services or Maintenance and Support in the installation of the System, Client shall ensure that MRI's assigned technical personnel are able to access the System remotely. Client shall be responsible for providing access through any security measures it deems necessary. MRI alone shall decide whether access to the System is sufficient for Maintenance and Support purposes. Certain functionality of the System may require connections to or interaction with MRI after such System is running on Client's infrastructure, and Client agrees to permit and facilitate such

connections and interaction. "System" means the total complement of hardware and Software furnished and/or maintained by MRI.

4. WARRANTIES AND DISCLAIMERS

4.1 Limited Warranty. MRI warrants that, for a period of thirty (30) calendar days from the Delivery Date of the initial version of the MRI Software, the MRI Software, as updated and used in accordance with the Documentation and in the COE, will be free of Errors.

4.2 Remedies. If the MRI Software does not perform as warranted, MRI shall use commercially reasonable efforts to correct such Errors, as Client's exclusive remedy for any claim under this warranty. Client shall promptly notify MRI in writing of its claim within the warranty period. Provided that such claim is determined by MRI to be MRI's responsibility, MRI shall, within thirty (30) days of its receipt of Client's written notice, (i) correct such Error; (ii) provide Client with a plan reasonably acceptable to Client for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from MRI, then MRI or Client may terminate the affected MRI Software license and Client will be entitled to a refund of the license fees paid for the affected MRI Software. The preceding warranty cure shall constitute MRI's entire liability and Client's exclusive remedy for cure of the warranty set forth herein. If Client elects not to terminate the license for the affected portion of the MRI Software, Client waives all rights for the applicable warranty cure set forth herein.

4.3 Exceptions. MRI is not responsible for any claimed breach of any warranty set forth in this section caused by: (i) modifications made to the MRI Software by anyone other than MRI; (ii) the combination, operation or use of the MRI Software with any items that are not part of the COE; (iii) Client's failure to use any new or corrected versions of the MRI Software made available by MRI; (iv) MRI's adherence to Client's specifications or instructions; (v) Client deviating from the MRI Software operating procedures described in the Documentation or (vi) Errors caused by Configurations.

4.4 Third Party Software. MRI warrants that it is an authorized distributor of the Third Party Software.

5. TERMINATION

5.1. This Schedule and the licenses granted hereunder may be terminated by either Party for cause in accordance with section 9 of the Master Agreement. Section 1 and 5 hereof and the surviving provisions of the Master Agreement shall survive any such termination.

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END OF LIMITED SOFTWARE LICENSE AND MAINTENANCE AND SUPPORT SCHEDULE

## PROFESSIONAL SERVICES SCHEDULE

This Professional Services Schedule is entered into between MRI Software LLC ("MRI") and the Client named in the Order Document, and the authorized representatives of the Parties hereby execute this Professional Services Schedule to be effective as of the Effective Date, as defined in the Order Document.

### 1. SERVICES

**1.1 Work Authorizations/Statements of Work.** MRI will perform the mutually agreed upon Professional Services for Client described in one or more work orders, work authorizations, statements of work or Order Documents (individually and collectively an "SOW") as the parties may agree to in writing from time to time. Each SOW, once executed by the authorized representatives of the parties, shall become a part of the Agreement. Except as expressly stated elsewhere in this Schedule, in the event of a conflict between the terms of this Schedule and the terms of a SOW, the terms of this Schedule shall prevail.

**1.2 Change Orders.** Either party may propose a change order to add to, reduce or change the Professional Services ordered in the SOW. Each change order shall specify the change(s) to the Professional Services or deliverables, and the effect on the time of performance and on the fees owed to MRI, due to the change. Once executed by both parties, a change order shall become a part of the SOW.

**1.3 Costs.** Professional Services shall be provided on a time and materials ("T&M") basis at MRI's T&M rates in effect at the time the Professional Services are performed, unless otherwise specified in the applicable Statement of Work. On a T&M engagement, if an estimated total amount is stated in the applicable SOW, that amount is solely a good faith estimate for Client's budgeting and MRI's resource scheduling purposes and not a guarantee that the work will be completed for that amount. If Client wishes the MRI personnel to perform Professional Services at Client's site, Client agrees it shall give MRI at least two (2) weeks' prior notice so MRI can make appropriate travel arrangements. Professional Services performed at Client's site shall be billed to Client in minimum increments of eight (8) hours per day per MRI employee. Fees are based on services, including training services, provided during normal MRI business hours, Monday through Friday, 8:00 a.m. - 7:00 p.m. local time (MRI holidays excluded). Professional Services provided by MRI outside of normal MRI business hours will be subject to a premium service charge of one and one-half of the standard MRI list price for such services. Except as otherwise provided in Section 4.1 herein with respect to training services, if Client cancels a Professional Services engagement specified in an approved SOW less than ten (10) business days before the scheduled start date for such Professional Services, Client shall pay twenty-five percent (25%) of the total estimated costs for Professional Services scheduled for performance between five (5) and ten (10) business days of MRI's receipt of Client's cancellation and fifty percent (50%) of any Professional Services scheduled for performance within five (5) business days of such receipt.

**1.4 Delays/Costs Overruns.** In the event of any delay in Client's performance of any of the obligations set forth herein or any other delays caused by Client, the milestones, fees and date(s) set forth in the SOW shall be adjusted on a T&M basis as reasonably necessary to account for such delays, and the adjustment shall be made by change order in accordance with the provisions of Section 1.2 above.

### 2. PROJECT MANAGEMENT

**2.1 Responsibility.** MRI shall be responsible for securing, managing, scheduling, coordinating and supervising MRI personnel, including its subcontractors, in performing the Professional Services.

**2.2 Cooperation.** Client shall provide MRI with good faith cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by MRI in order to provide the Professional Services, including, but not limited to, providing security access, information, and software interfaces to Client's applications, and Client personnel, as may be reasonably requested by MRI from time to

time. Client acknowledges and agrees that MRI's performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Professional Services. MRI shall be entitled to rely on all decisions and approvals of Client.

**2.3 Subcontractors.** MRI may subcontract or delegate any work under any SOW to any third party without Client's prior written consent; provided, however, that MRI shall remain responsible for the performance, acts and omissions of any such subcontractors.

**2.4 Client Data.** Client Data must be provided to MRI in a format approved by MRI or additional charges will apply. Client is responsible for the accuracy and completeness of its information and Client Data. MRI's performance is dependent on Client's timely provision of accurate and complete resources and information, including but not limited to detailed, precise and clear specifications for any deliverables.

**2.5 Remote Access.** For installation of the System and for any Support of the System, Client shall ensure that MRI's assigned technical personnel are able to access the System remotely. Client shall be responsible for providing MRI access through any Client security measures. MRI alone shall decide whether access to the System is sufficient for installation purposes. Certain functionality of the System may require connections to or interaction with MRI after such System is running on Client's infrastructure, and Client agrees to permit and facilitate such connections and interaction. "System" means the total complement of hardware and Software furnished and/or maintained by MRI.

**2.6 Testing of Projects.** Client shall test any deliverables, and notify MRI of all deficiencies relative to the applicable specifications for such work set forth in the applicable SOW within thirty (30) calendar days following MRI's delivery of such deliverables to Client ("Notification Period"). Subject to Client's timely notification and provided that the deficiencies are MRI's responsibility, MRI will re-perform the applicable Professional Services as required to meet the applicable specifications at no additional charge.

### 3. LICENSE AND OWNERSHIP

**3.1 Ownership.** Without prejudice to the provisions of Section 6 (Limited Rights and Ownership) of the Master Agreement, all Intellectual Property including all copies thereof in any Software, other products furnished by MRI and the results of the Professional Services performed by MRI including (without limitation) all deliverables, documentation, training materials, Configurations and all Intellectual Property embodied therein shall, subject to Section 3.2 below, vest solely and absolutely in MRI or its licensors. MRI may access the System remotely in order to copy Configurations to the Software or to otherwise ensure Client's compliance with the terms of this Section 3.1 and the Agreement.

**3.2 Limited License.** MRI grants Client, upon full payment of the applicable fees and charges, during the Term and subject to the restrictions set forth in Section 6.2 of the Master Agreement, a personal, nontransferable, nonexclusive, nonsublicensable, limited license to use the deliverables solely for Client's own internal business needs.

### 4. SUPPLEMENTAL TERMS FOR TRAINING SERVICES

**4.1 General.** "Training Courses" are defined as: classroom-based, live virtual, and/or self-paced e-learning courses provided by MRI's training division called MRI Learning Solutions. Training Courses and their respective prices, policies and schedules are subject to change without notice. Training Courses shall be provided by MRI to Client pursuant to



the terms of an SOW. "Named Users" as used herein are defined as Client Users listed in the SOW that shall be eligible to receive Training Courses.

**4.2 Cancellation and Transfer Policies.**

**4.2.1 Client Training Course Cancellation Policy.** "Client Training Courses" means non-publicly offered Training Courses delivered specifically for Client and held at a mutually agreed upon time and location. Client Training Courses may be delivered in a physical classroom at a location determined by mutual agreement or through a live virtual classroom. Details regarding delivering Client Training Courses shall be set forth in an approved SOW. For Client Training Courses to be provided at an onsite classroom that are canceled by Client: (i) ten (10) or more business days prior to the course start date, MRI will provide a full refund or credit; or (ii) within the ten (10) business day period before the course start date, fifty percent (50%) of the course fee will be forfeited and MRI will provide the remainder as a refund or credit.

**4.2.2 Physical Classroom Public Training Course Cancellation Policy.** "Public Training Courses" means publicly offered Training Courses that are not delivered specifically for Client. Public Training Courses may be delivered in a physical classroom or through a live virtual classroom. Registered attendees for a physical classroom Public Training Course who cancel less than ten (10) business days prior to the course start date will forfeit all applicable Training Course fees; however, transfers to another person are permitted up to one (1) business day prior to the course start date. In order to transfer a physical classroom Public Training Course attendance spot, contact MRI Learning Solutions at 1.800.321.8770 ext. 1 or email learning@mrisoftware.com. MRI reserves the right to cancel any physical classroom Public Training Course class up to ten (10) business days prior to the course start date for any reason. If MRI cancels a physical classroom Public Training Course class and is unable to reschedule the attendee, MRI will refund to such attendee all applicable Training Course fees. MRI assumes no responsibility for non-refundable airline tickets or other expenses that may be incurred due to cancellation of a physical classroom Public Training Course.

**4.2.3 Live Virtual Classroom Public Training Course Cancellation Policy.** Registered attendees for a live virtual classroom Public Training Course program will receive a web-conferencing invitation on the day prior to the start of the program. Registered attendees who cancel less than twenty-four (24) hours before the scheduled start date and time will not be refunded any applicable Training Course fees. However, transfers to another person are permitted up to the starting time of the program. In order to transfer a live virtual classroom Public Training Course attendance spot, contact MRI Learning Solutions at 1.800.321.8770 ext. 1 or email learning@mrisoftware.com. MRI reserves the right to cancel any live virtual classroom Public Training Course class

for any reason. If MRI cancels a live virtual classroom Public Training Course class and is unable to reschedule the attendee, MRI will refund to such attendee all applicable Training Course fees.

**4.2.4 Self-Paced e-Learning Training Course Cancellation Policy.** "Self-Paced e-Learning Training Courses" means publicly offered Training Courses that have no set time or location, and can be taken by any person at any time at the MRI Learning Solutions website. Self-Paced e-Learning Training Courses are non-cancelable and applicable fees are non-refundable. All sales of Self-Paced e-Learning Training Courses are final and non-transferable.

**4.3 Use Limitations; Monitoring.** Unless otherwise explicitly agreed in writing by MRI, Client is only allowed user access rights to any Training Course up to the number of Named Users purchased as shown in an executed SOW. Client and Named Users may not share access rights, or any Training Course content, with others and may only access the Training Course for personal training use as specifically permitted. To the extent permitted by law, MRI may monitor, suspend or terminate Client's or any Named User's use of any Training Course and/or training account, or terminate this Schedule or the applicable SOW, or remove or disclose Client's or any Named User's information in order to ensure Client's and all Named Users' compliance with the Agreement or to otherwise protect MRI rights or rights of others. If Client or any Named User does not comply with the restrictions set forth in this Section 4.3, Client may be charged additional fees equivalent to the resulting usage fees for the related services incurred.

**5 TERMINATION**

This Schedule may be terminated in accordance with Section 9 of the Master Agreement.

Where the non-breaching Party has a right to terminate this Schedule, the non-breaching Party may at its discretion either terminate this Schedule, or the applicable SOW.

Upon termination for any reason, all work products, including all drafts and works in progress of deliverables, shall be delivered to Client. Upon MRI's receipt of a notice of termination, MRI shall cease and shall cause any agent or subcontractor to cease all work under the applicable SOW and minimize any additional costs or reimbursable expenses unless otherwise agreed in writing by the Parties. Except as may be expressly set forth in the applicable SOW, Client shall pay MRI fees for services performed to the date of termination on a T&M basis together with any expenses reasonably incurred in connection therewith. The Parties' obligations under this Section 5 and Section 3 of this Schedule and the surviving provisions of the Master Agreement shall survive any termination of this Schedule.

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END OF PROFESSIONAL SERVICES SCHEDULE



SELF-CERTIFICATION DOCUMENT

I hereby certify that \_\_\_\_\_ ("Client"), continues to utilize its License Software and/or SaaS Services in full conformity with the use rights and restrictions under its Agreement with MRI Software. Client agrees that submission of this Self-Certification does not waive any other audit rights granted to MRI under the Agreement.

Signature: \_\_\_\_\_

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

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

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

Send Self-Certification Document to: Fax: 216-803-4339

Email: [legal@mrisoftware.com](mailto:legal@mrisoftware.com) or

Mail: MRI Software LLC.

Attn: Legal Department 28925 Fountain Parkway

Solon, OH 44139

All documents must be received prior to its certification date.