DOCSREV DOCUMENTATION-AS-A-SERVICE
SUBSCRIPTION AGREEMENT

This Subscription Agreement, together with the associated Order Form (collectively, the "Agreement") is a legally binding agreement between The Software Revolution Inc., a Washington corporation located at 11410 NE 122nd Way, Suite 105, Kirkland, WA, 98034 ("TSRI"), and the entity identified as "Customer" on the Order Form (the "Customer"). Both TSRI and Customer may be individually referred to herein as a "Party" and collectively as the "Parties". By checking the "**Consent**" box and clicking "**Accept & Proceed to Payment**" below, the authorized Customer representative provides an electronic signature to this Agreement and agrees to bind the Customer to the terms and conditions hereof.

1. SERVICE ACCESS AND ACCOUNTS

   a. **Access and Scope.** Subject to the terms and conditions of this Agreement, TSRI hereby grants to Customer, and each user authorized by Customer pursuant to this Agreement (each an "Authorized User"), a non-exclusive, non-transferable, revocable right to access and use TSRI's documentation-as-a-service application (the "Service") to generate and view model-based documentation (a "Blueprint") in connection with the Customer application identified on the Order Form (the "Application"), solely in accordance with the scope and the terms as set forth on the Order Form, during the Term, as defined further below.

   b. **Accounts.** As part of the registration process, Customer will identify an administrative user ("Admin User") and provide an e-mail address and password to create an administrative account. The Admin User may create standard user accounts for additional users as desired. Customer is responsible for the security of and activity on all user accounts created in connection with this Agreement.

2. RESTRICTIONS, OBLIGATIONS, AND LIMITATIONS

   a. **Customer Use Restrictions**. Customer and its Authorized Users will not, directly or indirectly, and will not permit any person to: (i) access or use the Service except as expressly permitted by this Agreement; (ii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Service or any software, application programming interface, documentation or data related to the Service ("Software"), or access the Service or Software for purposes of building competing software or performing any benchmark testing or similar analysis of the Service or Software; (iii) modify, translate, or create derivative works based on the Service or any Software; (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any part of the Service or Software to third parties, or use the Service or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; (v) input, upload, transmit, or otherwise provide to or through the Service, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code; (vi) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Service; (vii) remove any proprietary notices or labels; or (viii) violate any applicable laws or use the Service for any illegal or unauthorized purpose. Any violation of these restrictions by Customer or any Authorized User shall be a material breach of this Agreement.

b. **Customer Obligations.** To generate a Blueprint, Customer must provide the Application source code ("Source Code") to TSRI. The Source Code may be provided to TSRI through the Service or another secure and mutually agreed-upon method. To regenerate a Blueprint with new baseline Source Code (each, a "Refresh"), the Customer must request a Refresh and provide a new baseline of Source Code to TSRI. TSRI will host and make available the Source Code in the Service for the duration of the Term.

c. **Service Limitations**. The Blueprint shall provide documentation on the Customer Application Source Code only. Application user interfaces, screens, database architecture, interfaces, and any other components not explicitly included shall not be part of the Blueprint. The number of times a Blueprint may be Refreshed during the Term is capped as set forth on the Order Form. Additional restrictions, as set forth in this Agreement, may apply.

d. **Restrictions on Export.** Customer and its Authorized Users may not remove or export from the United States or allow the export or re-export of the Service, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

e. **Equipment.** Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Service, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment").

f. **Access Restriction.** TSRI retains the right to restrict access to the Service, subject to TSRI's sole discretion, if Customer breaches any of the terms of this Agreement or any applicable laws. TSRI will not be liable to Customer for any service levels or other failure to provide the Service if TSRI restricts Customer access pursuant to this provision.

3. **SERVICE LEVELS AND SUPPORT**

a. **Service Availability**.

   i. **Uptime**. TSRI will make commercially reasonable efforts to provide a monthly uptime of the Service at or above 99 percent.

   ii. **Failure and Service Credit**. In the event that the Service uptime is less than 99 percent in a calendar month during the Term due to unplanned downtime, TSRI will provide Customer with a service credit equivalent to 5 percent of that month's prorated subscription fee. The service credit will be applied in the following billing cycle. The service credits provided to Customer hereunder shall be Customer's sole and exclusive remedy in connection with a service level failure related to Service uptime.

   iii. **Exclusions**. Service Availability Uptime commitment requirements exclude (i) the initial Blueprinting phase, (ii) a Blueprint Refresh, (iii) scheduled maintenance and upgrades.

b. **Blueprint Generation**. The following terms in this subsection (b) apply solely to initial Blueprint generation. They have no applicability in connection with a Blueprint Refresh.

i. **Parse Percentage**. TSRI's service level commitment to Blueprint completion is determined by the percentage of Source Code of Customer's Application that DocsRev is able to parse, as follows:

1. **90% or Above**. If DocsRev is able to parse 90 percent or more of the Application Source Code, then TSRI will charge the Customer for blueprinting all lines of code for the Application and will provide the following service levels for completion of the Blueprint:

    a. **95% or Above**. If the Blueprint displays 95 percent or more of the Application Source Code, the Blueprint will be deemed complete and accepted by Customer at the time that TSRI makes the Blueprint accessible to Customer through the Service. Additional support may be contracted under a separate agreement.

    b. **90% - 95%.** If the Blueprint displays between 90 and 95 percent of the Application Source Code, then TSRI will provide Customer with a service credit in the form of a minimum of 10 and up to a maximum of 40 professional consulting service hours (the total consulting service hours available as a service credit depend on the volume of code subscribed as set forth on the Order Form and *Exhibit A Tiered Pricing and Service Credit Summary*). These consulting services will be provided by TSRI within a reasonable period according to resource availability and issue complexity, solely to support the work toward Blueprint completion of up to 95 percent of the Blueprint. The limited consulting services provided to Customer hereunder shall be Customer's sole and exclusive remedy in connection with a failure to achieve 95 percent Blueprint completion. Consulting services provided hereunder are provided on a time and material basis up to the number of available service credit hours, regardless of the state of Blueprint completion at the time that all hours are consumed. Customer may purchase additional consulting service hours beyond those provided as a service credit. All consulting services provided hereunder are subject to the terms and conditions of this Agreement.

2. **Less than 90%.** If DocsRev is unable to parse 90% or more of the Application Source Code, TSRI will contact Customer to discuss options. If Customer elects to subscribe hereunder in connection with an Application that has less than 90% parse percentage, TSRI will generate a Blueprint solely of the parsed code and will charge the Customer only for the percentage of Application Source Code that DocsRev was able to parse.

c. **Refresh Generation.** During the Term, Customer may request a Blueprint Refresh in accordance with the terms of this subsection (c), which shall apply solely to Blueprint Refreshes.

    i. **Fee Increase.** Upon upload of new Source Code for the purpose of refreshing the Blueprint, the Customer may be subject to a Fee increase if the Application has increased in size based on Lines of Code as compared to the Lines of Code set forth on the Order Form. For any increases in Application size, the difference between new

(Refresh) Lines of Code and the original Lines of Code as set forth on the Order Form shall be compared and the Fee increase, if any, shall be determined as follows:

1. **Increase Less Than 5%, New Tier.** If the increase is less than 5% in Lines of Code and moves into a new pricing tier in accordance with *Exhibit A Tiered Pricing and Service Credit Summary*, then there shall be no fee increase during the paid Subscription Term, and the new tier pricing shall apply in the following Subscription Term.

2. **Increases Greater Than 5%, New Tier.** If the increase is greater than 5% in Lines of Code and moves into a new pricing tier in accordance with *Exhibit A Tiered Pricing and Service Credit Summary*, then Customer must pay the amount of the Fee increase between the two pricing tiers at a prorated rate for the remainder of the Subscription Term, as dated from the date that the Blueprint Refresh date is made available, in addition to all previously applicable Fees.

ii. **Number of Refreshes.** The Customer is limited to a maximum number of Refreshes during the Term as set forth on the Order Form.

iii. **Service Credit for Refreshes.** With respect to any Blueprint Refresh that displays less than 95 percent of the Application Source Code, TSRI will provide Customer with a service credit in the form of a minimum of 4 and up to a maximum of 8 professional consulting service hours (the total consulting service hours available as a service credit per refresh depend on the volume of code subscribed as set forth on the Order Form and *Exhibit A Tiered Pricing and Service Credit Summary*). These consulting services will be provided by TSRI within a reasonable period according to resource availability and issue complexity, solely to support the work toward Blueprint completion of up to 95 percent of the Blueprint. The limited consulting services provided to Customer hereunder shall be Customer's sole and exclusive remedy in connection with a failure to achieve 95 percent Blueprint completion. Any consulting services provided hereunder are provided solely on a time and material basis up to the number of available service credit hours, regardless of the state of Blueprint completion at the time that all hours are consumed. Customer may purchase additional consulting service hours beyond those provided as a service credit. All consulting services provided hereunder are subject to the terms and conditions of this Agreement.

d. **Support**. TSRI will make commercially reasonable efforts to provide technical support services to Customer in connection with Customer's use of the Service ("Support Services").

i. **Availability**. Support Services are available Monday through Friday, 9:00am to 5:00pm Pacific Standard Time ("Regular Hours"), except for U.S. federal holidays.

ii. **Requesting Support**. To raise a support ticket, Customer will contact TSRI via phone at +1(425)-284-2770, or via e-mail at help@docsrev.io.

iii. **SLA's**. TSRI will make commercially reasonable efforts to respond to each support ticket raised hereunder within three (3) business days of receiving the ticket, which

shall include an assessment of TSRI's ability to resolve the request, including an estimated resolution time.

iv. **No Guarantee**. TSRI does not guarantee that every support ticket can and will be resolved to Customer's satisfaction. However, if the Customer issue (i) results in a complete or substantial inability to use the Service as contemplated herein and (ii) TSRI is unable to resolve the issue within forty-five (45) days of receiving the support request, then Customer may terminate this Agreement.

v. **Exclusions**. TSRI will not be liable for any failure to meet the service levels or provide support hereunder to the extent such failure results from (i) factors outside of TSRI reasonable control, including any force majeure event or internet access or related problems; (ii) Customer's failure to follow operational guidelines and policies in connection with the Service; (iii) invalid source data provided by Customer; (iv) TSRI's efforts to ensure information security and to prevent damage or loss; (v) Customer's failure to use proper Equipment, or the failure of such Equipment; (vi) incomplete software upgrades or application of fixes as presented by TSRI; (vii) unavailability, unresponsiveness and degradation of quality levels associated with multiple user access, limited bandwidth and network bottlenecks, or (viii) any issues related to third-party products and/or services.

vi. **Service Disruptions**. The Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by TSRI or by third-party providers, or because of other causes beyond TSRI's reasonable control. TSRI will use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

4. PRIVACY AND SECURITY

a. **Personal Information**. Except for the limited collection of certain personal information relating to Customer users for the purpose of creating user accounts, which shall be handled in accordance with our Privacy Policy located at www.tsri.com/privacy, the Service is not intended to and does not collect or process personally identifiable information ("PII"). Customer will not upload to the Service any Source Code that contains the PII of any person. Customer shall notify TSRI if it suspects that its Source Code may contain PII. If TSRI knowingly gains access to any PII through the Service, TSRI will treat such PII in accordance with its Privacy Policy.

b. **Security**. TSRI will use commercially reasonable methods in accordance with industry standards to protect Customer's Source Code and other materials, if any, provided to TSRI for hosting and storage. These methods include, without limitation, the restriction of access to users who require it to provide the Service; protection of user accounts that have access with strong passwords; use of robust encryption methods; and adherence to retention and deletion policies. However, to the extent allowed by applicable law, TSRI (i) makes no warranty or other guarantee with regard to the security of the Source Code and other Customer materials and (ii) will not be liable to the Customer or any other party in connection with any related security breach.

5. **OWNERSHIP OF INTELLECTUAL PROPERTY**

   a. **TSRI Property**. All (i) content accessible on or through the Service, including but not limited to all text, graphics, logos, button icons, images, audio clips, data, and data compilations; (ii) all Software and related technologies, including all improvements, enhancements or modifications thereto, whenever developed; (iii) all applications, inventions or other technology developed in connection with the Service, whenever developed, and (iv) all Blueprints and associated materials (collectively, the "Service Content"), is the exclusive property of TSRI or its content suppliers, and is protected under US and international intellectual property laws. This Agreement, and Customer's access to and use of the Service, grants Customer no ownership or other intellectual property rights in any of the Service Content, except as expressly provided herein.

   b. **Customer Property**. All Customer Source Code provided in connection with the Application is and remains the exclusive property of Customer.

   c. **Source Code License and Retention**. Customer hereby grants to TSRI and TSRI subsidiaries a limited right to use, modify, share and publish the Source Code as necessary for the express and limited purpose of providing the Service. Unless otherwise requested by Customer, TSRI may retain the Source Code for up to five (5) years following the Term. TSRI may choose to destroy the Source Code at an earlier time in its discretion and will do so at the Customer's request. To request destruction of Source Code, Customer must provide a written request to TSRI. TSRI will make reasonable efforts to destroy the Source Code upon such request within thirty (30) days thereof and will provide formal confirmation of such destruction upon request.

6. **CONFIDENTIALITY**

   a. **Confidential Information**. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Confidential Information" of the Disclosing Party). Confidential Information of TSRI includes, but is not limited to, non-public information regarding features, functionality, or performance of the Service, and other TSRI offerings. Confidential Information of Customer includes, but is not limited to, Source Code.

   b. **Restrictions**. The Receiving Party of Confidential Information agrees (i) to take reasonable precautions to protect the Confidential Information and (ii) not to use (except in provision of the Service or as otherwise permitted herein) or divulge to any third person any such Confidential Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Confidential Information of the Disclosing Party or (e) is required to be disclosed by law.

   c. **Feedback**. Notwithstanding the foregoing, Customer may choose to, or TSRI may invite Customer to, submit comments or ideas about current or future offerings from TSRI, including without limitation potential improvements to the Service ("Feedback"). Feedback will not be

considered Confidential Information of Customer. By submitting any Feedback, Customer agrees that its disclosure is gratuitous, unsolicited and without restriction and will not place TSRI under any fiduciary or other obligation, and TSRI is free to use the Feedback without any additional compensation to Customer, or to disclose the Feedback on a non-confidential basis or otherwise to anyone.

7. **TERM AND TERMINATION**

   a. **Term.** Subject to earlier termination as provided below, this Agreement is valid for the Initial Subscription Term as specified in the Order Form, and shall be automatically renewed for additional renewal terms in intervals as set forth on the Order Form (each, a "Renewal Term" and collectively with the Initial Term, the "Term").

   b. **Termination Between Renewals.** Customer may terminate this Agreement prior to the beginning of a new Renewal Term by providing TSRI with at least 30 days' written notice prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable. Customer must pay in full for the Service up to and including the last day of the Initial Term or the then-current Renewal Term, as applicable. There will be no refunds or credits for partial months of service, annual payments, or refunds for months unused with an open subscription.

   c. **TSRI Termination.** TSRI may terminate this Agreement at any time with or without cause by providing written notification to Customer. If TSRI terminates the Agreement prior to producing the initial Blueprint and providing Blueprint access to the Customer, TSRI will provide a full refund of any Fees paid hereunder. If TSRI terminates the agreement after the Blueprint has been produced and access provided to the Customer, TSRI will continue to provide access to the Service as described until the conclusion of the current Term or for 90 days, whichever comes sooner, and will provide a prorated refund of any prepaid Fees for unused Service access.

   d. **Termination for Breach.** Either party may terminate this Agreement if: (i) the other party materially breaches any term or condition of this Agreement; and (ii) such breach is not cured within thirty (30) days after delivery of written notice of such breach to the breaching party; except for failure of payment of undisputed fees, expenses, and costs, which must be cured within five (5) days after delivery of written notice of non-payment. Customer will pay in full for the Service up to and including the last day on which the Service is provided.

   e. **Survival.** All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

8. **FEES AND PAYMENT**

   a. **Fees**. Pricing for the Service is set forth in *Exhibit A Tiered Pricing and Service Credit Summary*. The full fee for the Initial Term, as set forth on the Order Form, is due upon Customer's acceptance of this Agreement. The fee for any Renewal Term is due prior to the start of such Renewal Term. Customer agrees to pay TSRI all applicable fees as accrued under this Agreement (the "Fees").

b. **Payment Processing**. The Service is billed in advance for each billing cycle. The Customer may choose to make payments by credit card, ACH payment, or by check or wire following the issuance of a purchase order ("PO").

   i. **Credit Card or ACH payments.** To pay via credit card or by ACH funds transfer, the customer must provide and maintain a valid credit card or valid ACH bank details to subscribe to the Service. TSRI uses a third-party payment processing company (**"Payment Processor"**) to bill Customer through a payment account linked to Customer's account for use of the Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to this Agreement. TSRI is not responsible for error by the Payment Processor. By choosing to register to a paid subscription plan, Customer agrees to pay TSRI, through the Payment Processor, all charges at the prices then in effect in accordance with the applicable payment terms and Customer authorizes TSRI, through the Payment Processor, to charge Customer's chosen payment provider. TSRI reserves the right to correct any errors or mistakes that it or its Payment Processor makes even if it has already requested or received payment.

   1. Currently, TSRI's Payment Processor for charging Fees is Adyen (https://www.adyen.com/). Customer agrees to the Adyen terms and conditions (located at https://www.adyen.com/legal/terms-and-conditions).

   ii. **PO Issuance and Payments by Wire or Check.** If Customer to elects to pay by wire or check, Customer will select this option and provide TSRI with a PO. Upon receipt of a valid PO for the Fee amount as set forth on the Order Form, TSRI will issue an invoice to Customer, and Customer agrees to pay TSRI's invoice within net fifteen (15) days of the date of TSRI's invoice. Upon TSRI's receipt and acceptance of a valid PO, the Customer shall receive access to the Service.

c. **Overage Fees**. If Customer's use of the Service exceeds the Service capacities set forth on the Order Form or otherwise requires the payment of additional Fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional Fees in the manner provided herein. TSRI reserves the right to increase the Fees at the end of the Initial Service Term or the current Renewal Term upon thirty (30) days prior notice to Customer (which may be sent by email).

d. **Unpaid Fees**. Unpaid Fees are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service.

e. **Taxes**. Customer shall be responsible for all taxes associated with Service other than U.S. taxes based on TSRI's net income.

9. **WARRANTY AND DISCLAIMER**

a. **Customer Warranty.** Customer represents and warrants that Customer will use the Service only in compliance with this Agreement and all applicable laws and regulations. Customer further represents and warrants that it has the requisite intellectual property rights in and to the Source Code and other materials provided by Customer to TSRI to allow Customer and TSRI to perform their obligations hereunder without infringing on any third-party rights.

b. **TSRI Warranty.** TSRI represents and warrants that it will use reasonable efforts consistent with prevailing industry standards to maintain the Service in a manner which minimizes interruptions in the Service. TSRI further represents and warrants that any consulting services provided hereunder will be performed in accordance with industry standards.

c. **DISCLAIMER.** EXCEPT FOR THE LIMITED WARRANTY UNDER SECTION 9(b) ABOVE, THE SERVICE, AND ANY RELATED PROFESSIONAL SERVICES, ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS OF IMPLIED. WITHOUT LIMITING THE FOREGOING, TSRI SPECIFICALLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS IN CONNECTION WITH THE SERVICE AND RELATED SERVICES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, UNCORRUPTED, TIMELY, OR ERROR-FREE, AND ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE.

10. INDEMNIFICATION

a. **Customer Indemnification.** Customer shall indemnify and hold harmless TSRI and its officers, directors, and employees against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of this Agreement or any applicable law by Customer or an Authorized User.

b. **TSRI Indemnification.** TSRI shall indemnify and hold harmless Customer and its officers, directors, and employees from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided TSRI is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. TSRI will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by TSRI, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by TSRI, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Service is held by a court of competent jurisdiction to be or are believed by TSRI to be infringing, TSRI may, at its option and expense, (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service. The foregoing shall be Customer's sole and exclusive remedy in event of a claim of infringement hereunder.

11. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, TSRI AND ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO TSRI FOR THE SERVICES UNDER THIS AGREEMENT IN THE 90 DAYS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT TSRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. DISPUTES, ARBITRATION, GOVERNING LAW, JURISDICTION, VENUE

If a dispute arises between Customer and TSRI in connection with this Agreement (a "Dispute"), then, prior to bringing any suit, action or proceeding in connection with such Dispute, each Party agrees to work in good faith for a period of at least sixty (60) days to resolve such Dispute. If the Parties are unable to resolve the Dispute within the sixty (60) day period, then either Party may proceed with binding arbitration. The Dispute shall be referred to a Washington State Arbitration & Mediation Service by agreement of the Parties. Arbitration shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's decision shall be final and legally binding, and judgment may be entered thereon in any court of competent jurisdiction. Each Party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a Party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. This Agreement is governed by and construed in accordance with the laws of the State of Washington without regard to its conflict of laws provisions. Exclusive jurisdiction and venue for any litigation in connection with this Agreement shall be in Seattle, Washington.

13. MISCELLANEOUS

a. **Additional Services.** Services outside of the scope of this Agreement may be provided to Customer pursuant to separate agreement and additional cost.

b. **Force Majeure.** Notwithstanding any other provision of this Agreement, TSRI will not be deemed in default or breach of the Agreement or liable for any loss or damages or for any delay or inability to perform its obligations under this Agreement if the delay or inability arises from any cause beyond the reasonable control of TSRI (each, a "Force Majeure Event").

c. **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

d. **Assignment.** This Agreement is not assignable, transferable or sublicensable by Customer except with TSRI's prior written consent. TSRI may transfer and assign any of its rights and obligations under this Agreement without consent.

e. **Entire Agreement**. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

f. **Waivers and Modifications**. All waivers and modifications to this Agreement must be in a writing signed by both Parties, except as otherwise provided herein.

g. **Independent Contractor**. The Parties are independent contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind TSRI in any respect whatsoever.

h. **Attorney Fees**. In any action or proceeding to enforce rights under this Agreement, the prevailing Party will be entitled to recover costs and attorneys' fees.

i. **Notices**. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; the day after it is sent to a Party's address as noted on the Order Form, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail to a Party's address as noted on the Order Form, return receipt requested.

Exhibit A

Tiered Pricing and Service Credit Summary

Table: Tiered Pricing and Service Credit Summary	Lines of Code from initial Generation				
Baseline Application Size (Lines of Code)	0 - 100k	100k - 250k	250k - 500k	500k - 1M	1M - 5M
Pricing (Annual)	$11,880	$17,880	$23,880	$29,880	$47,880
Maximum Service Credit for Initial Generation and Parse (Hours)	10	16	20	30	40
Number of Refreshes	6	6	6	6	6
Maximum Service Credit per Refresh (Hours)	4	5	6	7	8
Maximum Term Service Credit for Blueprint Refreshes (Hours)	24	30	36	42	48
Maximum Term Service Credits (Hours)	34	46	52	74	88