

Master Subscription Agreement

1. PARTIES

The parties to this Agreement are:

1.1 EPI-USE Labs, LLC ("EPI-USE Labs"); and

1.2 <COMPANY NAME> ("Client")

2. INTRODUCTION

2.1 EPI-USE Labs has the rights to license and provide services as set out in Addendum B ("Professional Services") for the EPI-USE Products within a defined territory;

2.2 Client wishes to subscribe to services to use the EPI-USE Products on its computer systems and receive Professional Services; and

2.3 EPI-USE Labs wishes to grant Client a subscription to use the EPI-USE Products on Client's computer systems and will perform Professional Services subject to the terms set out in this Agreement, which supersedes and prevails over all other arrangements between the parties as to its terms and conditions and subject matter.

3. DEFINITIONS AND INTERPRETATION

3.1 In this Agreement, unless the context clearly indicates a contrary intention, the following expressions have the following meanings and cognate expressions shall have corresponding meanings:

3.1.1 "Agreement" means this agreement and all its Addendums.

3.1.2 "Services" means collectively the subscription service to use the EPI-USE Products and any professional services, under this Agreement.

3.1.3 "Distinguishing Marks" means, in respect of each party, the trademarks, trade names, symbols, logos or similar identifying marks belonging to that party and, in the case of EPI-USE Labs, used by them in connection with the EPI-USE Products and Documentation;

3.1.4 "Documentation" means the most current accompanying explanations for the EPI-USE Products that are provided to Client in machine-readable format; The Documentation shall be sufficient to reasonably enable Client personnel to use, operate and understand the use and operation of the EPI-USE Products;

3.1.5 "DSM Products" means the subset of EPI-USE Products known as the Data Sync Manager product suite, that is concerned with the creation of data base system shells and the copying of data between SAP® non-production systems;

3.1.6 "Intellectual Property Rights" means all rights arising by virtue of, or in relation to, copyright, trade marks (registered or unregistered), patents, know-how, methodologies, confidential information, trade and business secrets, and any other similar rights howsoever arising in the execution of, or pursuant to, this Agreement;

3.1.7 "Use of EPI-USE Products" means installing the software, using the software in day-to-day operations, and upgrading the software on the Client's computer system;

3.1.8 "Enhancement" means the addition or enhancement to the EPI-USE Products that does not require changes to the ready-to-execute, "basis" or "kernel" source code of the EPI-USE Products;

3.1.9 "Modification" means a change to the EPI-USE Products that, of necessity, changes the ready-to-execute "basis" or "kernel" source code of the EPI-USE Products;

3.1.10 "Production System" means a business system of record or a system that is not solely used for system development, system testing or training activities;

3.1.11 "Redacting Rules" means the definition of table fields and the transformation routines assigned to them contained in the redaction policy, as validated by both Parties;

3.1.12 "Works" mean all ideas, know-how, processes, information, drawings, documents, designs, models, inventions, copyrightable material, and other tangible and intangible materials authored, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by Client in the course of using the EPI-USE Products and/or Documentation, including without limitation computer programs, computer systems, data, and documentation;

3.1.13 "Effective Date" means the latter of the dates beneath the parties' signatures below.

3.2 In this Agreement:

3.2.1 the singular includes the plural and vice versa and words importing one gender includes every other gender. Any reference to a juristic person includes a natural person and vice versa;

3.2.2 the clause headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement; and

3.2.3 if any definition contains a substantive provision conferring rights and/or obligations upon a party, then effect shall be given thereto as if it were contained in the body of this Agreement.

4. SERVICES & PERMITTED USE OF EPI-USE PRODUCTS

4.1 EPI-USE Labs, hereby grants Client a non-exclusive, non-transferable license to use the EPI-USE Products listed in Addendum B during the Subscription Term indicated in Addendum B, unless terminated in accordance with this Agreement. Should any provided version of the EPI-USE Products be replaced, modified and/or updated, then the license granted shall apply only to the latest version of the EPI-USE Products as made available to Client.

4.2 Client shall not make the Services or EPI-USE Products available to anyone other than employees or agents and Client shall not sell, resell, rent or lease the Services or EPI-USE Products to any third party.

4.3 Except as permitted by applicable law and this Agreement, the EPI-USE Products may not be reverse-engineered, disassembled, modified, or the like and/or used to create derivative Works. Client's rights under this Agreement shall terminate if the Client fails to remedy such breach within fifteen (15) days of written notice from EPI-USE Labs to do so.

4.4 EPI-USE Labs shall provide all Documentation for the EPI-USE Products and shall update the Documentation as needed from time to time. Client shall have the right to reproduce and distribute the Documentation for purposes of its operations.

5. EPI-USE LABS OBLIGATIONS

5.1 EPI-USE Labs shall ensure that all registration, permits, licenses, approvals and other government approvals have been secured in relation to Client's utilization of the EPI-USE Products.

5.2 The Client will permit EPI-USE Labs to audit each installation of the EPI-USE Products maximum once every calendar year. The goal of the audit will be to compare the current usage with the usage granted according to the Agreement. If the database size and/or active employee master records have increased, Client will need to acquire licenses for the additional capacity.

6. ENTITLEMENT TO PRODUCT SUPPORT AND MAINTENANCE

6.1 Client shall be entitled to product support and maintenance as outlined in Addendum A as long as all Subscription Fees are paid.

7. FEES AND PAYMENT

7.1 Client shall pay EPI-USE Labs fees in advance to use the EPI-USE Products ("Subscription Fee") or to receive Professional Services ("Professional Service Fee"). The Subscription Fees are based on monthly periods that begin

on the subscription start date and repeat on the same date each month thereafter, until the subscription end date.

7.2 Fees will be invoiced in advance and otherwise in accordance with Addendum B. Fees are due net thirty (30) days from the invoice date and time is of the essence in the prompt payment of these fees. Client is responsible for maintaining complete and accurate billing and contact information for the Services.

7.3 Upon execution of this Agreement EPI-USE Labs shall provide a product activation key for the duration of the Subscription Term.

7.4 If any charge owing by Client is 30 days or more overdue, EPI-USE Labs may, without limiting its other rights and remedies, suspend Services until such amounts are paid in full.

7.5 The fee provided for in this clause 7 excludes value-added or sales tax or any other tax ("Taxes"), which is levied on sales of this nature. If such tax is payable, it shall be paid by Client in addition to the fees. Client will provide EPI-USE Labs with any information reasonably requested to determine whether EPI-USE Labs are obligated to collect Taxes from Client, including Client's tax or VAT identification number. If Client is legally entitled to an exemption from any sales, use, or similar transaction tax, Client is responsible for providing EPI-USE Labs with legally-sufficient tax exemption certificates for each taxing jurisdiction. EPI-USE Labs will apply the tax exemption certificates to charges under Client's account occurring after the date EPI-USE Labs receives the tax exemption certificates. If any deduction or withholding is required by law, EPI-USE Labs will notify Client and Client will pay EPI-USE Labs any additional amounts necessary to ensure that the net amount that EPI-USE Labs receive, after any deduction and withholding, equals the amount EPI-USE Labs would have received if no deduction or withholding had been required. Additionally, Client will provide EPI-USE Labs with documentation showing that the withheld and deducted amounts have been

paid to the relevant taxing authority.

7.6 Client is liable for interest at the rate of 1.5% per month on all late payments.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 No copyrights, trademark rights, or any other Intellectual Property Rights in and to the EPI-USE Products, any copies that are authorized by this license, the Documentation and the Distinguishing Marks are hereby granted to Client, including those relating to Modifications and Enhancements. Client acknowledges that it has no right, title or interest therein except as expressly granted in this Agreement.

8.2 Client shall not alter, remove, cover or otherwise interfere with copyright notices or other proprietary legends that appear on programs, data media, written documents, promotional packaging, materials in relation to the EPI-USE Products and documentation supplied by EPI-USE Labs.

8.3 All information and data relating to Client or any entity or individual associated with Client or their operations and all material developed by Client or its contractors remain the exclusive property of Client.

8.4 All Intellectual Property Rights in all Works conceived, developed and/or produced by Client, shall remain vested in Client but subject always to the inherent rights of EPI-USE Labs in and to the EPI-USE Products and Documentation.

9. WARRANTY

9.1 EPI-USE Labs hereby warrants that:

9.1.1 It has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and that this Agreement is not in

conflict with any other Agreement to which EPI-USE Labs is a party or by which it may be bound;

9.1.2 EPI-USE Labs has the right to grant the Services hereunder, and Client will have the license to use the EPI-USE Products and Documentation, free and clear of any liens, claims, encumbrances and other restrictions, in accordance with the provisions of this Agreement, and Client's use and possession of same will not be interrupted or otherwise disturbed by EPI-USE Labs, any person, firm or entity asserting a lawful claim under or through EPI-USE Labs;

9.1.3 For the duration of the Subscription Term the EPI-USE Products will perform in all material respects in compliance with the specifications, functionality, and descriptions ascribed to the EPI-USE Products in the Documentation;

9.1.4 All EPI-USE Products and Documentation shall be free of any disabling codes other than the product activation code;

9.1.5 All Professional Services performed by EPI-USE Labs shall be performed in a professional manner, conforming to generally accepted industry standards, by well-trained and properly equipped personnel and in compliance with all applicable laws.

9.2 Warranty Limitation. Notwithstanding the foregoing, the warranty in Section 9.1 and EPI-USE Labs' obligations set forth in Section 9.5 will not apply:

9.2.1 to the extent that an Error is due to causes that are external to the Software or otherwise beyond EPI-USE Labs' reasonable control, including, without limitation, natural disasters, fire, smoke, water, earthquakes, lightning, electrical power fluctuations or failures, or hardware or software not provided by EPI-USE Labs;

9.2.2 if the Software has been neglected, misused, or otherwise used in a manner not in compliance with the Documentation or this Agreement;

9.2.3 if the Software has been improperly installed (other than by EPI-USE Labs);

9.2.4 if there has been a modification or attempted modification of the Software (other than by EPI-USE Labs); or

9.2.5 if Client has refused or otherwise failed to implement corrections, updates, enhancements, new releases, or other modifications that EPI-USE Labs has provided.

9.3 Warranty Exclusion. Except as specifically agreed under this Agreement, EPI-USE Labs disclaims all other warranties, express or implied, including any warranty of satisfactory quality, merchantability or fitness for a particular purpose. EPI-USE Labs does not represent that the EPI-USE Products and Documentation are error free or operate without interruption.

9.4 Client's sole and exclusive remedies for any damages or losses of whatever nature and however arising and irrespective of the number of events or causes giving rise to any liability in any way connected with this shall, at EPI-USE Labs' option, be:

9.4.1 Replacement or Modifications of the Services; or

9.4.2 Performance of Professional Services to remedy the damage or loss; or

9.4.3 Termination of this Agreement.

9.5 Subject to receipt by EPI-USE Labs of written notice of alleged breach of warranty within the period referred to in clause 9.1.3 if EPI-USE Labs is in breach of the warranty contained in clause 9.1, EPI-USE Labs shall repair or replace the EPI-USE Products as soon as reasonably possible.

10. INDEMNIFICATION AND INFRINGEMENT

10.1 Indemnification. EPI-USE Labs shall, in its sole discretion, either defend or settle, at its own cost, any legal claim that is brought or threatened against EPI-USE Labs or Client on the basis of the alleged

infringement of any patent, copyright, trademark, trade secret or other Intellectual Property Right of a third party as a consequence of the use of the Services. EPI-USE Labs will also reimburse Client for all costs and damages that are finally and bindingly awarded against Client in connection with any such legal dispute provided that:

10.1.1 the infringement is attributable to EPI-USE Labs' intentional or negligent behavior; and

10.1.2 Client notifies EPI-USE Labs in writing of any such alleged claim without undue delay; and

10.1.3 Client authorizes EPI-USE Labs to defend, settle or otherwise manage the defense of any such claim; and

10.1.4 Client provides EPI-USE Labs with all relevant information and reasonable support.

10.2 Infringement. If an infringement of proprietary rights of a third party is alleged or, in the reasonable opinion of EPI-USE Labs, likely to occur, EPI-USE Labs may, in its own reasonable discretion, either:

10.2.1 procure for Client the continued right to use the Services at no extra cost to Client; or

10.2.2 replace the Services in such manner that no proprietary rights of third parties are infringed provided the Services continues to essentially fulfill the functional characteristics; or

10.2.3 if none of the foregoing alternatives can be achieved at reasonable costs, EPI-USE Labs may terminate this Agreement.

11. LIMITATION OF LIABILITY

11.1 EXCEPT TO THE LIMITED EXTENT SET FORTH IN SECTION 11.3 BELOW, IN NO OTHER EVENT OR CIRCUMSTANCE SHALL EPI-USE LABS' TOTAL LIABILITY TO CLIENT WHETHER ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR ANY CAUSE OR CLAIM WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, EXCEED LICENSE FEES SET FORTH IN THE APPLICABLE ADDENDUM.

11.2 IN NO EVENT OR CIRCUMSTANCE SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY AMOUNTS REPRESENTING LOSS OF PROFIT, LOSS OF BUSINESS, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF THE OTHER PARTY, INCLUDING COSTS OR DAMAGES RELATED TO SYSTEM OR SOFTWARE DOWNTIME, LOSS OF DATA, OR DEVELOPMENT, PRODUCTION OR WORK STOPPAGES OR DELAYS.

11.3 The limitation of liability set forth in Section 11.1 above shall not limit the indemnification, defense and hold harmless obligations of EPI-USE Labs set forth in Section 10.1 or Client's breach of Intellectual Property Rights obligations in Section 8 of this Agreement.

11.4 Unless the Client has obtained the prior written approval of EPI-USE Labs, EPI-USE Labs will not be responsible for:

11.4.1 Any Modification or improvement to the EPI-USE Products by Client to fit the particular requirements of Client;

11.4.2 The correction of any data errors resulting from Modifications or Enhancements by Client; or

11.4.3 The correction of any data errors as a result of misuse of the EPI-USE Products by Client where such Modifications or Enhancements were not approved by EPI-USE Labs.

11.5 Any action by Client for an alleged breach of this Agreement by EPI-USE Labs shall be instituted against EPI-USE Labs within one (1) year after the cause of action had accrued failing which, Client shall be deemed to have waived its rights to bring any such claim.

12. TERM AND TERMINATION

12.1 This Agreement commences on the Effective Date and continues until all subscriptions granted in accordance with this Agreement have expired or been terminated.

12.2 Subscriptions commence on the start date specified in the applicable Addendum and continue for the subscription term specified therein. Except as otherwise specified in the applicable Addendum, all subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least ninety (90) days before the end of the relevant subscription term.

12.3 The pricing during any automatic renewal term will be based upon the then current information of the computing systems where the EPI-USE Products are used and the then current list price of the Services. EPI-USE Labs shall give Client written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

12.4 Either party may terminate this Agreement in the event of the occurrence of any of the following termination events or if such termination is provided for elsewhere in the Agreement. The right to terminate is not exclusive and will not detract from any other rights that an aggrieved party may have.

12.4.1 The other party or any of its employees commits a breach of any obligation under this Agreement and fails to remedy such breach to the notifying party's reasonable satisfaction within 30 days of receipt after it demands that such breach be remedied.

12.4.2 Either party ceases to conduct business, is declared insolvent, or makes a general assignment for the benefit of its creditors, or a petition for bankruptcy filed by or against it and such petition is not dismissed within 90 days thereafter.

12.4.3 Either party has a material change in its ownership structure such that "voting control" is held by a new person or entity, and the new person or entity is not willing to abide by the terms of this Agreement

12.5 Upon termination of this Agreement for any reason:

12.5.1 All Addenda and any subscription, license or sublicense granted pursuant to this Agreement shall automatically and simultaneously terminate;

12.5.2 Client, its employees, its Client Affiliates, and its Client Contractors shall immediately discontinue the use of the EPI-USE Products and any other confidential information and return all copies of the same to EPI-USE Labs or otherwise provide EPI-USE Labs with satisfactory evidence of their destruction in the form of an affidavit; and

12.5.3 Any remaining unpaid Fees, and Additional Costs shall become immediately due and payable to EPI-USE Labs.

12.6 All clauses which by their nature survive termination of this Agreement or which must survive to provide the full intended benefit thereof, including without limitation clauses 10, 11, 12.5, 13 and 14, shall survive termination of this Agreement.

13. CONFIDENTIALITY

13.1 For the purposes of this clause any person giving information shall be referred to as "the discloser" and any person receiving information shall be referred to as "the recipient". For the purposes of this clause the phrase "personnel" or "employees" shall be deemed to include directors, personnel, agents, sub-contractors, consultants, or other representatives of the recipient. Any breach of confidentiality by such persons shall be deemed to also be a breach of confidentiality by the recipient.

13.2 All information of a confidential nature (including, but not limited to, all information relating to the scope of this Agreement and all the details of Client), disclosed or made available by one party to the other in

connection with this Agreement, whether furnished verbally or in writing or in computer language, and whether marked with proprietary legend or not, shall constitute confidential, proprietary and trade secret information (collectively referred to as "the Confidential Information") of the discloser, provided that there shall be excluded from such information any information which is, at the time of disclosure, already in the public domain otherwise than by breach of this Agreement and there shall furthermore be excluded such information as the recipient is able to show was within its knowledge prior to the disclosure thereof.

13.3 The recipient shall at all times, unless otherwise agreed in writing by the discloser, hold the Confidential Information furnished by the discloser in the strictest confidence and shall use such Confidential Information solely for the purposes of performing under this Agreement. The recipient and its employees shall not copy or reproduce the Confidential Information, in whole or in part, by any method whatsoever.

13.4 The recipient shall disclose such Confidential Information and the reports only to its own employees and professional advisers who will of necessity require it as a consequence of the implementation of this Agreement, provided that prior to any such disclosure, such employees and professional advisers undertake in writing in favor of the discloser to be bound mutatis mutandis by the provisions of this clause or are bound by equivalent obligations of non-disclosure.

13.5 Furthermore, it is agreed by the parties that any of the Confidential Information disclosed to the recipient shall be disclosed on no basis other than the basis herein set out, more in particular the basis that the recipient shall at all times comply with the obligations under this clause 14.

13.6 This Agreement will not preclude disclosure by a party of the Confidential Information of the other party as required by applicable law or pursuant to valid court order or other governmental directive so long as the disclosing party has, unless prohibited by law from doing so, provided to the other party prompt notice of such legal requirement, order, or directive so as to enable the other party to interpose appropriate objections thereto.

14. PROVISIONS RELATED TO USE OF SPECIFIC PRODUCTS (IF APPLICABLE)

14.1 DATA SYNC MANAGER ("DSM")

14.1.1 Warranty limitation. If the use of DSM Products involves copying of data, the warranties stated in Section 9 will apply only when data is copied to a non-Production System. No warranties apply when DSM Products are used to create or change data in a Production System or a system intended to become a Production System, or if the data is created, copied or changed as part of the data processing activities involved in a divestiture and/or merger and acquisition transaction.

14.1.2 Support and Liability. The DSM Products licensed under this Agreement are not intended for use in creating, copying or changing data as part of a divestiture and/or a merger and acquisition transaction. Therefore:

14.1.2.1 Client understands that due to the complexity and high risk involved in such applications, special expertise and, in most instances, additional functionality not included in the standard DSM Products, is required.

14.1.2.2 EPI-USE Labs will not support systems wherein data has been created or changed in a Production System or a system intended to become a Production System, and EPI-USE Labs will accept no liability for any damages caused due to the creation and modification of any kind of data in a Production System using the DSM Products.

14.1.2.3 EPI-USE Labs will not support any systems wherein data has been created, copied or changed as part of a divestiture or a merger and

acquisition transaction, except when such data has been created or changed by EPI-USE Labs.

14.2 QUERY MANAGER AND DSM

Warranty limitation. EPI-USE Labs shall not be liable for any system errors, incorrect results or any other damage or malfunction caused by Query Manager or DSM functionality created by Client, its employees, its Client affiliates, or its Client contractors, nor shall EPI-USE Labs and EPI-USE Labs employees and contractors trouble-shoot or repair such functionality cost-free. Trouble-shooting of such functionality shall be excluded from the standard services level agreement and shall be performed upon receipt of a written request, duly authorised by the applicable Client representative, at the same rate as the implementation and training fees quoted in Addendum B, unless agreed otherwise by the parties.

14.3 DATA DISCLOSE, DATA REDACT & DATA RETAIN

Warranty limitation. The warranties stated in Section 9 will apply only when Data Disclose, Data Redact and/or Data Retain, as relevant, is used by Client as explicitly directed by EPI-USE Labs. No warranties apply should Client, its employees, its Client affiliates, or its Client contractors make any alterations to the Production System Redacting Rules. The creation and/or modification of the aforementioned Redacting Rules shall solely be performed by EPI-USE Labs at additional cost to Client.

15. GENERAL PROVISIONS

15.1 Entire Agreement. This Agreement constitutes the complete and exclusive statement and record of the Agreement between Client and EPI-USE Labs. No prior statement, representation, warranty, inducement or the like, shall be binding on either party, unless contained herein or reduced to writing in a separate formal document and signed by the parties. Furthermore, no variation of, or addition to this Agreement shall be of any force or effect unless reduced to writing and signed by the duly authorized representative of both parties.

15.2 No Waiver. If either party should condone any breach of any provision of this Agreement or the time for performance of any obligation, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

15.3 Publicity. Neither party shall use the name, marks and/or logos of the other in publicity, advertising, or similar activity, without the prior written consent of the other, except that Client hereby consents to EPI-USE Labs' inclusion of Client's name and logo in customer listings or in promotional or marketing material or editorial.

15.4 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed under the laws of the state or country where EPI-USE Labs has its principal place of business.

15.5 Construction of Contract Since the provisions of this Agreement have been settled by negotiation, the rule of construction that clauses must be interpreted against the party principally responsible for drafting will not apply.

15.6 Notices

15.6.1 Any notices to be given to the parties in terms of this Agreement other than those contemplated in the day-to-day execution of the maintenance services, shall be in writing and delivered by hand during ordinary business hours or posted by prepaid registered post or transmitted by fax during normal business hours to the respective addresses mentioned on the front page of this document, which respective addresses the parties choose for the delivery or service of all notices, communications or legal processes arising out of this Agreement. A party shall be entitled to change such address to

another physical address, which change will take effect after the expiry of thirty (30) days written notice to the other party.

15.6.2 A written notice as communication actually received by either party from the other shall be an adequate written notice as communication to such receiving party notwithstanding that it was not sent to or delivered at that party's chosen domicilium citandi et executandi.

15.6.3 A notice in terms of clause 15.6.1 which was sent by fax will be deemed to be received on the first business day after the day of dispatch and a notice which was sent by registered post will be deemed to be received 10 days after date of posting.

15.7 Assignment

15.7.1 Neither Party shall have any right or ability to assign, transfer, or sublicense any obligations or benefit hereunder without the written consent of the other provided.

15.7.2 Any purported assignment in violation of this section shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns.

15.8 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable, then the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable. However, if no feasible interpretation would save such provision, it shall be deleted from this Agreement and the remainder of this Agreement shall remain in full force and effect. However, if the severed provision is essential and material to the rights or benefits received by either party, the parties shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or Agreement which most nearly affects their intent in entering into this Agreement.

15.9 Force Majeure. Any delay or non-performance of any obligation arising from this Agreement (other than for payment of amounts due hereunder) that is caused by conditions beyond the control of the party required to perform, shall not constitute a breach of this Agreement and the time for performance of such obligation, if any, shall be deemed to be extended for a period equal to the duration of such conditions preventing performance.

15.10 Dispute Resolution and Arbitration

15.10.1 Should any dispute of any nature whatsoever, arise out of, or in connection with, or relating to, this Agreement, then the parties agree that members of their respective senior management shall first meet and use their best endeavors to negotiate in good faith a settlement of such dispute.

Should the parties fail to meet or should such negotiations fail to resolve the dispute or to agree on a process to resolve the dispute, such as mediation or arbitration, after 30 days have elapsed after such referral of the dispute, either Party may take such action as it believes appropriate.

15.10.2 The provisions of clause 15.10.1 will not preclude a Party from seeking urgent relief from a Court in appropriate circumstances

Signed at location of on this the day of

For and on behalf of: EPI-USE Labs, LLC who warrants that s/he is duly authorized hereto

Name:

Title:

Signed at location ofon this the day of

For and on behalf of: <COMPANY NAME>, Inc. who warrants that s/he is duly authorized hereto

Name:
Title:

Addendum A - Professional Services

Maintenance and Support

Support for the EPI-USE Products is handled by the global support team, and is coordinated through the EPI-USE Labs product support website (cc.epiuse.com). The global support team prides themselves on the speed and accuracy of their assistance and will meet and exceed the service levels detailed below.

Subscription Fees entitle Client to ongoing support of the existing EPI-USE Products as well as the upgrade to future versions of the EPI-USE Products. For avoidance of doubt, EPI-USE Labs' maintenance and support obligations shall always relate to the latest version of the EPI-USE Products made available to Client. Any and all rights granted, including license and any warranty provisions, as these pertain to the previous version(s) of the EPI-USE Products shall expire upon implementation of the latest version of the EPI-USE Products made available to Client.

1. DEFINITIONS AND INTERPRETATION

1.1 "First Line Support" means basic customer response. EPI-USE Labs shall be responsible to answer support tickets logged by Client regarding any questions or problems Client may have with the EPI-USE Products. EPI-USE Labs may appoint an agent to provide this line of support. The responsible organization shall note the problem, recording it in a support ticket. The responsible organization shall then do a basic search for the problem in a shared knowledge base to see if there is a known solution. If there is a known solution available, the said organization must answer the customer inquiry directly. If there is no known solution available, the problem and customer information must be forwarded promptly to a Second Line Support organization for processing.

1.2 "Second Line Support" means problem determination. EPI-USE Labs shall be responsible for providing Second Line Support and should work with Client to identify and verify the causes of suspected errors or problems in the EPI-USE Products and to document the errors and problems thoroughly. If a solution is identified during the discovery process, the said organization must answer the customer inquiry directly. If no solution is identified the problem and customer information must be forwarded promptly to a Third Line Support organization for processing.

1.3 "Third Line Support" means the creation of a solution to a problem that has not been encountered previously. EPI-USE Labs shall be responsible for providing Third Line Support. This solution could be delivered by building a patch for the EPI-USE Products, by finding a workaround, or by some other means.

1.4 "Critical Defects" means defects in the EPI-USE Products that cause such a significant loss of functionality, reliability, performance, or quality of the EPI-USE Products that the EPI-USE Products cannot be used and that it prevents a time critical and crucial business process from advancing.

1.5 "Major Defects" means a ticket logged for a defect in the EPI-USE Products that cause such a significant loss of functionality, reliability, performance, or quality of the EPI-USE Products that the EPI-USE Products cannot be used.

1.6 "Moderate Defects" means defects in the EPI-USE Products that:

1.6.1 Cause significant loss of functionality, reliability, performance or quality of the EPI-USE Products but can be circumvented such that the software can be used; or

1.6.2 Cause a feature in the EPI-USE Products to be unusable while other features remain unaffected.

1.7 "Minor Defects" means defects in the EPI-USE Products that do not have a significant effect on the functionality, reliability, performance, or quality of the EPI-USE Products.

1.8 "Problem Solving Log" means a diagnostic file generated by the EPI-USE Products and used in defect identification and resolution. The diagnostic file will not contain any confidential information or personal identifiable information.

1.9 "Response time" shall begin from when the ticket is logged on the support portal and end the first response is submitted

1.10 "Support Hours" means Monday to Friday, uninterrupted, starting 8am on Mondays SGT (Singapore) and ending 5pm PDT (USA) on Fridays, excluding public holidays.

2. MAINTENANCE AND SUPPORT OBLIGATIONS

2.1 Client shall receive First Line Support, Second Line Support and Third Line Support from EPI-USE Labs with respect to any questions or defects concerning the EPI-USE Products during Support Hours.

2.2 EPI-USE Labs shall provide all updates, and upgrades to the EPI-USE Products as the updates become commercially available, at no additional charge above the Subscription Fees. Upgrades and updates may include new functionality and/or may be for new SAP versions, releases, support packs, etc. EPI-USE Labs shall provide upgrades and updates to support new SAP versions as they become generally available, and in no event more than two calendar quarters after they become available. EPI-USE Labs shall provide the EPI-USE Products via the EPI-USE Labs product support website.

3. MAINTENANCE AND SUPPORT SERVICES

3.1 Critical Defects. In the event that the Client notifies EPI-USE Labs of a Critical Defect, EPI-USE Labs shall acknowledge such notification within four (4) hours during Support Hours. EPI-USE Labs shall use commercially reasonable efforts to provide an update to the EPI-USE Products that corrects any Critical Defect or provide a work around within five (5) business days from the date of notification, but in any event as quickly as possible.

3.1.1 Only Critical Defects should be logged as Critical priority tickets;

3.1.2 In order to resolve critical priority tickets Client must provide remote access to the relevant system and the name of a contact person and telephone number at the Client who will be available throughout the resolution of the ticket. The Client's contact person must be available on a 24/7 basis.

3.1.3 In order to resolve critical priority tickets, Client must provide the Problem Solving Log to EPI-USE Labs.

3.2 Critical Defects should be raised as critical priority tickets on the EPI-USE Labs product support website. Once the issue is investigated it may be deemed to be a Major, Moderate or Minor Defect by the global support team. All other priority tickets will be assumed to be Major, Moderate or Minor defects until investigated.

3.3 Major Defects. In the event that Client notifies EPI-USE Labs of a Major Defect, EPI-USE Labs shall acknowledge such notification within twenty-four (24) hours during Support Hours. EPI-USE Labs shall investigate the Major Defect and shall, in its sole reasonable discretion, determine if a fix is warranted prior to a scheduled release. If a fix is warranted, EPI-USE Labs will provide an update to the EPI-USE Products that corrects any major defect or provide a work around. If a fix is not warranted and EPI-USE Labs has assigned the Major Defect to a target release, EPI-USE Labs shall communicate the target release and expected time frame to Client.

3.3.1 Major Defects can be logged as high priority tickets;

3.3.2 In order to resolve high priority tickets, Client must provide the Problem Solving Log to EPI-USE Labs.

3.4 Moderate Defects. In the event that Client notifies EPI-USE Labs of a Moderate Defect, EPI-USE Labs shall acknowledge such notification within twenty-four (24) hours of notification by Client during Support Hours.

3.4.1 Moderate Defects should be logged as medium priority tickets.

3.5 Minor Defects and Suggested Enhancements. In the event that Client notifies EPI-USE Labs of a Minor Defect or Suggested Enhancement, EPI-USE Labs shall acknowledge such notification within twenty-four (24) hours of notification by Client during Support Hours.

Minor Defects and Suggested Enhancements should be logged as low priority tickets.

Addendum "B" - Subscription Services Order Form

TERMS AND CONDITIONS

Subscription Start Date: <START DATE>

Subscription End Date: <END DATE>

Billing Frequency: Annual in Advance

EPI-USE Product(s):

SAP Installation number(s):

Units (Active Employee Masters):

Monthly Subscription Price

<PRODUCT NAME 1>

<PRODUCT NAME 2>

Professional Services:

Frequency:

Price:

Note: Size of Production SAP Instance; The Subscription Fees are applicable per production system for the SAP system(s) with Installation number(s) : e.g. 0123456789; Implementation and Training Services are billable up-front and excludes travel and related expenses which will be billed to Client at Cost.

All EPI-USE Products and associated documentation will be delivered electronically.

Special Terms

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of this subscription?

Please Select: (Customer to complete)

☐ No

☐ Yes

If yes, please complete the following:

PO Number:

PO Amount:

Signed on this the day of

For and on behalf of: <COMPANY NAME> who warrants that s/he is duly authorized hereto

Name:

Title:

Addendum "C" - Required Client Information

Accounts Payable Contact

Name

Telephone Number

Fax Number

Email Address

Purchasing Department Contact

Name

Telephone Number

Fax Number

Email Address

Subscription Renewal Contact

Name

Telephone Number

Fax Number

Email Address

State(s) Where Sales or Use Tax is Due if other than State Identified on Billing Address:

*

*

Tax Exempt: No__ Yes__ If Yes, Tax Exempt Number_____

If Tax Exempt, Please Attach a Copy of Client's Tax Exempt Certificate

Addendum "D" - Required EPI-USE Labs Information

Accounts Receivable

Name

Accounts

Telephone Number

678-876-0059

Fax Number

678-401-0324

Email Address

accounts@labs.epiuse.com

Sales Contact

Name

Telephone Number
Fax Number
Email Address

Tax Information

Tax ID (TIN)
20-8696912

Payment Information

Please Remit Checks to:

EPI-USE Labs LLC

PO Box 862025

Marietta, GA 30062

Please Wire Funds to:

Bank of America

1 Perimeter Centre East NE, Atlanta, GA 30346

Account number: 334027147040

Routing number: 06100-0052

(Routing Number per wire transfer: 02600-9593)

EPI-USE Labs Subscription Agreement Americas v5.6

Version Date: 23 June 2023