

### TRANSITIONMANAGER LICENSE AGREEMENT

This Lice	ense Agree	ment (the	e " <b>Agreement</b> ")	dated		(the " <b>Eff</b> c	ective D	Date") is by	and betw	een
Transitio	nal Data Se	ervices, Ir	nc., a Delaware c	orporation with	office	s at 1700 W	est Parl	k Drive, Wes	tborough,	MΑ
01581	("TDS"),	and		· ,	а			with	offices	at
			("Ordering	Activity").						

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

# 1. TDS Obligations.

- 1.1 <u>Consulting and Professional Services</u>. TDS hereby agrees to perform the consulting and/or professional services that are set forth in one or more statements of work attached hereto and incorporated herein as exhibit(s) (each, a "PURCHASE ORDER"). The services described in a PURCHASE ORDER (the "Services") shall be performed subject to the terms and conditions set forth in this Agreement and such PURCHASE ORDER.
- 1.2 Remote Access to Online TDS Tools. During the Term of any PURCHASE ORDER in which such access is included, TDS hereby grants Ordering Activity a non-exclusive, nontransferable, revocable right to have its Authorized Users access and use the remotely accessible Pre-Existing TDS Intellectual Property (defined below) identified in such PURCHASE ORDER hosted and offered as a service by or on behalf of TDS (the "Software as a Service" or "SaaS") for Ordering Activity's own internal business purposes only and for no other purpose subject to the payment of any fees and/or volume or seat limitations set forth in the applicable PURCHASE ORDER. The terms of any service level agreement ("SLA") applicable to such SaaS shall be set forth in the applicable PURCHASE ORDER.
- 1.3 License to Use TDS Forms and TDS Data. TDS hereby grants to Ordering Activity a perpetual, non-exclusive, non-transferable, royalty-free, right and license to: (a) use the TDS Forms (defined below), if any, required for Ordering Activity to review and implement the Work Product (defined below) for Ordering Activity's internal purposes; and (b) use any TDS Data (defined below) solely in connection with the use of the Work Product as a whole for Ordering Activity's own internal business purposes only and for no other purpose; provided that, after termination of the applicable PURCHASE ORDER, such rights shall be a right to use such TDS Forms and TDS Data in a static state (e.g.

printed or electronic copy form) but not a continued right to use any SaaS.

1.4 Additional Services; Additional Access to TDS Tools. In the event that Ordering Activity requests services in addition to the Services set forth in an existing PURCHASE ORDER or additional access to Pre-Existing TDS Intellectual Property and TDS agrees to perform such Services or make such access available to Ordering Activity. a separate PURCHASE ORDER or change order will be developed and presented to Ordering Activity by TDS for approval. Any such additional PURCHASE ORDERs or change orders shall only be effective and considered part of the Services or SaaS upon the written approval of both parties. Upon approval, any such additional PURCHASE ORDERs or change orders will be incorporated herein as additional exhibits to this Agreement and together with the original PURCHASE ORDERs shall be referred to as the "PURCHASE ORDER".

### 2. Ordering Activity Obligations.

- 2.1 Ordering Activity agrees to make available to TDS such materials and other resources and perform such obligations, as TDS shall reasonably require for the performance of the Services as are set forth in the attached PURCHASE ORDER(s) and to provide such equipment, software and ancillary services necessary to connect to, access or otherwise use the SaaS (the "Ordering Activity Supplied Software and Hardware").
- 2.2 Ordering Activity shall also be responsible for maintaining the security of the Ordering Activity Supplied Software and Hardware, any account information or passwords provided by TDS in connection with the access and use of the SaaS (including but not limited to administrative and user passwords) (the "Ordering Activity Account Information"), and for all uses of the Ordering Activity Account information.
- **2.3** Any failure by TDS's to perform or any delay in the performance by TDS of its obligations

under this Agreement caused by a failure of Ordering Activity to perform as required in this Agreement and the applicable PURCHASE ORDER shall not constitute a breach of this Agreement by TDS.

## 3. Fees; Payments.

- 3.1 In consideration for the performance of the Services and the use of the SaaS, if any, Ordering Activity agrees to pay TDS the fees set forth in each PURCHASE ORDER (collectively, the "Fees") in accordance with the payment terms set forth herein. If Ordering Activity's use of the SaaS exceeds the Maximum Licensed Images set forth on the applicable PURCHASE ORDER or otherwise requires the payment of additional Fees (per the terms of the PURCHASE ORDER), Ordering Activity shall be billed for such usage and Ordering Activity agrees to pay such additional Fees. TDS agrees to provide Ordering Activity with copies of expense records as may be reasonably required by Ordering Activity to verify the amount and nature of such Expenses.
- 3.2 With respect to Services under Section 1.1 of this Agreement that are delivered by TDS in "Milestone") as set forth in a milestones (a PURCHASE ORDER, Ordering Activity and TDS agree that after TDS has completed each such Milestone, TDS shall submit to Ordering Activity an acceptance form in a form agreed to by the parties (an "Acceptance Form"), and Ordering Activity shall review and (a) accept the Milestone as in conformance with the acceptance criteria contained **PURCHASE** applicable ORDER the "Acceptance Criteria") and sign the Acceptance Form or (b) reject the Milestone as not in compliance with the Acceptance Criteria within three (3) business days. In the event Ordering Activity elects to reject a Milestone, Ordering Activity shall notify TDS in writing not more than three (3) business days after receipt of the Acceptance Form indicating the reason the Milestone failed to meet the applicable Acceptance Criteria (a "Failure"). TDS shall diagnose and correct all identified Failures and provide Ordering Activity with a re-performance of the Milestone for review and acceptance within three (3) business days of its receipt of the Failure notice. Ordering Activity shall then re-review the Milestone in accordance with the procedures in this Section 3.2 to confirm such correction. In the event a Milestone remains nonconforming after two (2) more iterations to correct, Ordering Activity may at its sole option require further corrections or reject the Milestone and terminate the applicable PURCHASE ORDER without further liability for Milestones not previously

- accepted as of the termination date. TDS's efforts to correct Failures caused by TDS shall be at no additional cost to Ordering Activity. In the event Ordering Activity does not respond to an Acceptance Form within the required time period, the Milestone will be deemed accepted.
- 3.3 Only upon receipt of a signed Acceptance Form indicating Ordering Activity's acceptance of the applicable Milestone or deemed acceptance, TDS shall invoice Ordering Activity for the Services which are the subject of the Acceptance Form. The parties agree that notices related to acceptance and rejection under this section may be sent via electronic mail. Ordering Activity shall have no obligation to pay any amount invoiced by TDS for Milestones which have not been accepted.
- 3.4 Ordering Activity agrees to pay all Fees and Expenses in US Dollars within thirty (30) days of the date of invoice from TDS. Payments not made within thirty (30) days of the date of the invoice shall bear interest at the rate and to the extent permitted by law, commencing as of the date of invoice, until fully paid. In addition, Ordering Activity shall be responsible for reimbursing TDS for any costs incurred by TDS in connection with the successful collection of any unpaid amounts, including attorneys' fees to the extent permitted by applicable law. Services other than U.S. taxes based on TDS's net income.
- 3.5 If Ordering Activity believes that TDS has billed Ordering Activity incorrectly, Ordering Activity must contact TDS no later than thirty (30) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive any applicable adjustment or credit. Inquiries should be directed to TDS's at <a href="mailto:accounts@transitionaldata.com">accounts@transitionaldata.com</a>.

### 4. Representations and Warranties.

- **4.1** Each party represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations and grant the access rights and licenses (if any) hereunder, and (ii) it will comply with all applicable laws, rules, and regulations and with agreements to which it is a party.
- **4.2** TDS warrants that it will perform the Services in a professional and workmanlike manner consistent with industry standards reasonably applicable to the performance thereof as set forth in the PURCHASE ORDER.

## 5. Intellectual Property.

9-22-16 Page 2 of 7

#### 5.1 Definitions:

- "Pre-Existing TDS Intellectual Property" (a) shall mean all software (in object and source form), and all underlying algorithms, user interfaces and network and database designs and schemas, architecture, class libraries, and objects, all runbooks and recipes, all unique expressions of the selection, organization and presentation of user visible functions, all TDS Forms, all TDS Data, all training materials and documentation (both printed and electronic), all processes, analyses and methodologies, all know-how, and all trade secrets and any related Intellectual Property Rights throughout the world (whether owned or licensed from a third party) used by TDS to perform the Services or provided to Ordering Activity under this Agreement, if any, and all corrections, fixes, modifications, enhancements, Updates, Upgrades, and customizations thereto and derivative works thereof developed solely by TDS, or by or with the input of another party.
- "Intellectual Property Rights" means any (b) and all tangible and intangible: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights, (iv) patents, designs, algorithms and other industrial property rights; (v) intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise, not otherwise described in Section 5.1 (i), (ii), (iii), (iv) or (vi); and (vi) applications. registrations. initial renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing.
- (c) "TDS Data" shall mean all data, information and recommendations provided by TDS as part of the Services or generated through Ordering Activity's use of the Pre-Existing TDS Intellectual Property to the extent it is not unique to Ordering Activity and does not contain Ordering Activity Confidential Information.
- (d) "**TDS Forms**" shall mean all report and data templates and the methods of presenting data, information and recommendations provided by TDS as part of the Services or generated through Ordering Activity's use of the Pre-Existing TDS Intellectual Property.

- **5.2** As between the parties, all data, information and recommendations provided by TDS as part of the Services or generated through Ordering Activity's use of the Pre-Existing TDS Intellectual Property to the extent they (i) are unique to Ordering Activity, or (ii) contain Ordering Activity Confidential Information (collectively, the "**Work Product**"), shall be the sole and exclusive property of Ordering Activity.
- 5.3 As between the parties, TDS retains all right, title and interest in and to all Pre-Existing TDS Intellectual Property which shall be included in the definition of TDS Confidential Information (defined below). Except for the rights expressly granted in this Agreement, this Agreement does not transfer to Ordering Activity any Pre-Existing TDS Intellectual Property. No work-for-hire or joint development is contemplated by this Agreement. In the event that TDS is engaged to develop any software or other copyrightable material for Ordering Activity, the parties agree to execute a separate development agreement.
- 5.4 The rights granted in this Agreement are restricted as follows: Ordering Activity shall, and shall not allow others to: (i) combine the Pre-Existing TDS Intellectual Property with other software other than as approved of by TDS in the applicable PURCHASE ORDER; (ii) reverse engineer, disassemble, decompile, or attempt to reconstruct, identify or discover or otherwise derive the source code, underlying ideas, underlying user interface techniques or algorithms of, or modify, port, translate, localize, or create derivative works based on Pre-Existing TDS Intellectual Property by any means whatsoever or disclose any of the foregoing: (iii) create instances of, de-install, install or copy Pre-Existing TDS Intellectual Property or distribute, redistribute, sell, license, sublicense, market, or use the Pre-Existing TDS Intellectual Property in any time-sharing or service bureau arrangement, including, without limitation, any use to provide services or process data for the benefit of, or on behalf of, any third party, (iv) knowingly take any action that would cause any of the Pre-Existing TDS Intellectual Property to be placed in the public domain or to be disclosed to a third party without TDS's consent; or (v) remove, modify or alter any TDS copyright notice from any part of the Pre-Existing TDS Intellectual Property, including but not limited to any such notices contained in the physical or electronic media or documentation or in any web presence or web-enabled notices, code, or other embodiments originally contained in or dynamically or otherwise created by the Pre-Existing TDS Intellectual Property.

9-22-16 Page 3 of 7

- 5.5 Ordering Activity may not remove or export from the United States or allow the export or reexport of the Services or any Pre-Existing TDS Intellectual Property, 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.
- 5.6 The TransitionManager software, License, and related Services are commercial items, as defined in FAR 2.101. The TransitionManager software is "commercial computer software," and its related documentation is "commercial computer software documentation," as described in FAR 12.212. Consistent with FAR 12.212, the Customer's license will be governed by TransitionManager's standard license, which is attached as Exhibit D to this Agreement.

#### 6. Confidential Information.

- **6.1** Each of TDS and Ordering Activity acknowledge that it will have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, and other information held in confidence by the other party ("Confidential Information"). Confidential Information will include all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential.
- TDS and Ordering Activity each agree that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party any of the other party's Confidential Information (except as required by law or to that party's attorneys, accountants and other advisors (its "Representatives")), its Authorized Users and permitted Third Parties as reasonably necessary to perform under this Agreement, provided that each party shall make all Representatives, Authorized Users and permitted Third Parties aware of the provisions of this Agreement as applicable to such Authorized User's use of Pre-Existing TDS Intellectual Property and otherwise and be liable for violations of this Agreement Representatives, Authorized Users and permitted Third Parties. Further, each party shall take all reasonable precautions to protect the confidentiality of the other party's Confidential Information, which precautions, in any event, will be at least as stringent as it takes to protect its own Confidential Information.

- 6.3 Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; or (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that, unless restricted by order of a governmental agency or otherwise restricted by law, the receiving party provides reasonable notice to the disclosing party of the required disclosure so as to permit the disclosing party to respond to such request for disclosure and only discloses such portion of the disclosing party's Confidential Information as is required to be disclosed by law.
- **6.4** TDS's Confidential Information is confidential business information as applicable under 5 U.S.C. § 552, Freedom of Information Act, and related Ordering Activity regulations. As such, the Ordering Activity shall provide TDS with the required notification(s), opportunity to comment on the release of any information marked as Confidential Information, and enough time to seek injunctive relief in the event that TDS disagrees with an Ordering Activity on the treatment and releasability of the Confidential Information.

#### 7. Limitations.

**EXCEPT** FOR THE 7.1 **EXPRESS** WARRANTIES SET FORTH IN SECTION 4. NEITHER PARTY MAKES, AND EACH PARTY SPECIFICALLY **HEREBY** DISCLAIMS, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND EXCEPT AS OTHERWISE STATED HEREIN OR IN A PURCHASE ORDER, EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY MAKES NO WARRANTY THAT THE SERVICES, THE SAAS OR ANY PRE-EXISTING TDS INTELLECTUAL **PROPERTY** WILL BE ACCESSIBLE WITHOUT INTERRUPTION.

9-22-16 Page 4 of 7

- 7.2 (A) THE LIABILITY OF TDS AND ORDERING ACTIVITY'S SOLE AND EXCLUSIVE REMEDY FOR LOSSES ON ACCOUNT OF ALL AND CLAIMS OF ACTIONS ANY AGREEMENT. WHATSOEVER UNDER THIS WHETHER ARISING IN TORT OR CONTRACT OR OTHERWISE, WILL NOT BE GREATER THAN THE PAYMENTS ORDERING ACTIVITY PAID TDS UNDER THIS AGREEMENT. (B) UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOST INDIRECT, PROFITS, OR INCIDENTAL, CONSEQUENTIAL. PUNITIVE. SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING **FROM** OR RELATING TO THIS AGREEMENT.
- 7.3 **ORDERING** ACTIVITY SHALL BE RESPONSIBLE FOR **BACKING** UP AND **FIRMWARE SECURING** ALL DATA, **AND STORED** IN OR SOFTWARE ON ANY **HARDWARE POSSESSION** OF WHICH ORDERING ACTIVITY GIVES TO TDS AS PART OF THE SERVICES OR THE USE OF THE PRE-EXISTING TDS INTELLECTUAL PROPERTY. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THE PURCHASE ORDER WITH RESPECT TO SUCH SERVICES OR USE OF THE PRE-EXISTING TDS INTELLECTUAL PROPERTY, TDS ASSUMES NO LIABILITY FOR ANY DAMAGE TO, OR LOSS OF, ANY SUCH DATA, FIRMWARE OR SOFTWARE. TO THE EXTENT TDS IS LIABLE FOR ANY DAMAGE TO, OR LOSS OF, SUCH ORDERING ACTIVITY HARDWARE FOR ANY REASON, SUCH LIABILITY WILL BE LIMITED THEN-CURRENT SOLELY TO THE REPLACEMENT VALUE OF THE ORDERING HARDWARE, EXCLUDING ACTIVITY DATA, FIRMWARE AND SOFTWARE AND SUCH PAYMENT SHALL NOT BE LIMITED TO THE LIMITATION SET FORTH IN SECTION 7.2(A).

THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH **RESULTING FROM** PERFORMANCE BY TDS OF ITS OBLIGATIONS UNDER THE AGREEMENT IN A NEGLIGENT MANNER; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY **CANNOT** ΒE **EXCLUDED** BY LAW. **NOTWITHSTANDING ANYTHING** TO THE CONTRARY. FOR **PURPOSES** OF THIS SECTION 7.3 "FRAUD" SHALL BE DEFINED TO MEAN A DELIBERATE MISREPRESENTATION BY TDS RELATING TO THE BARGAINED FOR REPRESENTATIONS AND WARRANTIES SPECIFICALLY SET FORTH IN THE AGREEMENT.

7.4 The parties acknowledge that TDS has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

#### 8. Term; Termination.

- **8.1** This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with this Section 8 (the "**Term**").
- 8.2 Ordering Activity may terminate this Agreement and all **PURCHASE** hereunder: (i) if TDS breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same; (ii) immediately if the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filina.
- 8.3 Upon the effective date of any termination or expiration of this Agreement TDS immediately cease providing the Service(s) and all rights to use the Pre-Existing TDS Intellectual Property (including but not limited to all SaaS) shall cease (provided that Ordering Activity's rights under Section 1.3 shall survive unless Ordering Activity is the breaching party) and any and all Fees payable by Ordering Activity under this Agreement provided through the date of termination will immediately become due, subject to Sections 3.2 and 3.3 with respect to Milestone Services. Within thirty (30) days of such termination, and subject to Section 1.3 each party will return all Confidential Information of the other party in its possession and will not make retain any copies of such Confidential Information. Upon any termination or expiration, TDS will make all Work Product available to Ordering Activity for electronic retrieval for a period of thirty (30) days, but thereafter TDS may, but is not obligated to, delete stored Work Product.

9-22-16 Page 5 of 7

Sections 1.3, 2.2, 5, 6, 7 and 8.3 of this Agreement shall survive expiration or termination of this Agreement for any reason.

9. Insurance. TDS and Ordering Activity shall each keep in full force and effect during the term of this Agreement: (i) comprehensive general liability insurance in an amount not less than \$1,000,000 million per occurrence for bodily injury and property damage, and (ii) workers' compensation insurance in an amount not less than that required by applicable law.

#### 10. Miscellaneous Provisions.

- **10.1** Excusable delays shall be governed by FAR 52.212-4(f).
- **10.2** Ordering Activity agrees that during the term of this Agreement, TDS may publicly refer to Ordering Activity, orally and in writing, as a client of TDS. Any other reference to Ordering Activity by TDS requires the written consent of Ordering Activity to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.
- **10.3** This Agreement shall be governed by, and construed in accordance with Federal Laws of the United States.
- During the Term of this Agreement and 10.4 continuing through the first anniversary of the termination of this Agreement, each party agrees that it will not directly or indirectly, hire or engage or attempt to hire or engage any person who is or was within the six (6) months prior to such hire or engagement employed by the other party and who is or was contracted by the other party to perform any obligation under this Agreement (each a "Subject Employee"); provided that solicitations and subsequent hirings initiated through general newspaper or website advertisements and other general circulation materials not directly targeted at such individuals shall not be deemed solicitations in violation of the foregoing.
- **10.5** TDS, and Ordering Activity agree that there shall be no third party beneficiaries to this Agreement, including but not limited to the insurance providers for either party.
- **10.6** In the event any provision of this Agreement is held by a tribunal of competent

jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

#### **10.7** Reserved.

- 10.8 Unless otherwise specifically, stated herein, any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party as listed above for such party on this Agreement or at such other address as may hereafter be furnished in writing by either party to the other party. Such notice will be deemed to have been given as of the date it is delivered, mailed or sent, whichever is earlier.
- 10.9 Each of TDS and Ordering Activity is an independent contractor and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between TDS and Ordering Activity. Neither TDS nor Ordering Activity will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- 10.10 This Agreement, including all PURCHASE ORDERs, exhibits and attachments incorporated herein by reference, constitutes the complete and exclusive Agreement between Ordering Activity and TDS with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. In the event of a conflict between any PURCHASE ORDER and this Agreement, this Agreement shall prevail.
- **10.11** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile, scan) is considered an original. This Agreement may be changed only by a written document signed by authorized representatives of TDS and Ordering Activity in accordance with this Section 10.11.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the Effective Date.

TRANSITIONAL DATA SERVICES, INC.

ORDERING ACTIVITY NAME

Ву	 Ву	
Printed	Printed	
Title	Title	
Date	Date	