



## SOFTWARE LICENSE AGREEMENT

This Software License Agreement (“**Agreement**”) is made and entered into as of [REDACTED] (“**Effective Date**”), by and between **Client Company Name**, having its principal place of business at **{Client Business Address }**. (“**Licensee**”), and **ACCELQ Inc.**, having its principal place of business at 14241 Dallas Parkway, Suite 520, Dallas Texas 75254, USA, (“**ACCELQ**”) on behalf of itself and its Affiliates (each a “**Party**” and, collectively, the “**Parties**”).

WHEREAS, ACCELQ has developed or acquired certain software identified by ACCELQ as **ACCELQ** that is proprietary to ACCELQ.

WHEREAS, Licensee wishes to license the **ACCELQ** software for its internal purposes and for potential collaboration with ACCELQ.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants contained in this agreement and for other consideration, the receipt and sufficiency is hereby acknowledged, the Parties intending to be legally bound agree as follows:

### 1. DEFINITIONS.

- 1.1 “**Affiliate**” means any entity that controls or is controlled by or is under common control with ACCELQ or Licensee, as applicable, where “control” means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies and operations of such entity, whether through ownership of voting securities, by contract or otherwise.
- 1.2 “**Agreement**” shall mean this Software License Agreement together with the Exhibits, Annexures attached hereto or which later shall be executed by the Parties and made a part of this Software License Agreement.
- 1.3 “**Authorized Users**” means employees of Licensee and ACCELQ Consultants to Licensee who are authorized by Licensee to access or utilize the Software, and as specifically set forth in the applicable License Order Schedule.
- 1.4 “**ACCELQ Consultant**” means employees of ACCELQ who are acting as consultants to Licensee and who are authorized by ACCELQ to access or utilize the Software, pursuant to this Agreement.
- 1.5 “**Confidential Information**” means all information or materials of ACCELQ, whether commercial, financial, technical or otherwise, disclosed directly or indirectly to Licensee (whether disclosed orally, in documentary form, by demonstration or otherwise) which is contained in any form or media whatsoever (including, without limitation, data, drawings, films, documents and computer readable media) and which is confidential or proprietary to ACCELQ, including, but not limited to, the Software.
- 1.6 “**Derivative Work**” means any derivative work of, translation, modification, adaption, enhancement, upgrade, addition, development or improvement to all or any part of the Software.
- 1.7 “**Designated Hardware**” means the computer hardware and equipment described in License Order Schedule.
- 1.8 “**License Fee**” shall mean, with respect to each Software, the remuneration payable by Licensee in accordance with this Agreement to Licensor for its use of the Software.
- 1.9 “**License Order Schedule**” shall mean a document, substantially in the form of which is attached to this Agreement as EXHIBIT – A, executed by the Parties and annexed, or to be annexed hereto as License Order Schedule of this Agreement, which sets forth, among other things, the applicable Software and/or Maintenance Services.
- 1.10 “**Maintenance Services**” shall mean technical support for the Software and Updates as specifically set forth in the applicable License Order Schedule.
- 1.11 “**Software**” shall mean ACCELQ’s proprietary software, ‘**ACCELQ**’ in object code form specified in EXHIBIT – A to this Agreement or any subsequent License Order Schedule that substantially contains the information set forth in EXHIBIT – A (each a ‘**License Order Form**’) that ACCELQ makes available to Licensee in accordance with this Agreement, whether embedded on disc, tape or other media; together with the user manuals, and other written materials (if applicable), in hard copy or electronic form, that ACCELQ makes available to Licensee in connection therewith (the “**Documentation**”).



**1.12 “Term”** means, unless terminated earlier according to the terms hereof, a period of time as specified in the applicable License Order Schedule.

**1.13 “Territory”** means North America

**1.14 “Updates”** means revisions, modifications, fixes, or corrections to the Software (if any) released by ACCELQ.

**1.15 “Upgrade or New Technology”** shall mean any enhancement(s) or addition(s) to Software (other than an Update) in terms of functionality and/or user interface (other than an Update) which ACCELQ does not make available as a part of the Maintenance Services, and, that ACCELQ decides, in its sole discretion to make it available as a separately priced item.

## **2. LICENSE AND USE.**

**2.1 License Grant.** Subject to the terms and conditions of this Agreement, and in consideration of the License Fee, ACCELQ hereby grants Licensee a limited, revocable, non-exclusive, non-assignable and non-transferable right during the Term, without right of sublicense, for use of the Software by its Authorized Users in accordance with the applicable License Order Schedule solely in and for Licensee’s internal business use in the Territory (the “**License**”).

**2.2 Proprietary Notices.** Licensee agrees to not obscure or delete any legends, copyright, trademark, trade names, copyright notices and other identifications that appear on the Software, associated media, screens and, any copies thereof.

### **2.3 Limitations on License**

Licensee shall not, and shall not allow any third party to: (i) use (or cause or permit to be used) the Software for rental or lease basis; (ii) use the Software for a time sharing, or service bureau arrangement; (iii) distribute, sell, reproduce, copy, modify, adapt; (iv) translate, decompile, disassemble, reverse engineer, attempt to discover any source code or underlying ideas or algorithms of the Software or any part of the Software (except to the extent such restriction is permitted by the applicable local law in order to obtain interoperability); and (v) publish or disclose to third parties any assessments or reviews regarding the functionality and/or specifications of the Software without ACCELQ’s prior written consent.

**2.3.1** Licensee shall have no right to private label or otherwise re-brand the Software in any manner. Licensee further agrees that it will not (i) associate Licensee’s products and services with the Software marks; (ii) combine its marks so as to effectively create a unitary composite mark, nor shall Licensee use any product name or trademark in a manner that is confusingly similar to the mark of the Software.

**2.3.2** Licensee shall not, and shall cause its Authorized Users not to, take any action inconsistent with the obligations of, and prohibitions and restrictions on Licensee under this Agreement. Licensee is solely responsible for any act or omission by the Authorized Users (except for ACCELQ Consultants), including, without limitation, any breach of this Agreement by the Authorized Users. Licensee shall be responsible to ensure the Authorized Users agree to (a) be bound by the terms of this Agreement, and (b) non-disclosure obligations at least equivalent to those under this Agreement.

**2.3.3** In the event of any unauthorized use of the Software by anyone who obtained access to the Software directly or indirectly through Licensee, Licensee will assist ACCELQ with taking steps necessary to terminate and prevent such unauthorized use and to retrieve any copy of the applicable Software in the possession or control of the entity engaging in such unauthorized use.

### **2.4 Reservation of Rights**

ACCELQ reserves all other rights, title and interest not expressly granted under this Agreement. No right or license is granted or implied under any of ACCELQ’s patents, copyrights, trademarks, trade names, service marks or other intellectual property rights in connection with the Software.

## **3. OWNERSHIP.**

**3.1 Title to Software.** Except for any Third Party Software (defined below in section 10.2), Licensee acknowledges that ACCELQ is and shall remain the exclusive owner of all rights in and to the Software, including all proprietary rights and



intellectual property rights embodied therein. Nothing in this Agreement shall diminish or extinguish these rights and no title to or ownership of the Software is transferred to Licensee.

- 3.2 Embedded Software.** Licensee acknowledges that Third Party Software may be embedded or otherwise delivered with the Software. Licensee may only use such third party programs as integrated with and part of the Software.
- 3.3 Derivative Works.** (i) ACCELQ retains all right, title and interest in and to any and all portions of a Derivative Works of the Software created by ACCELQ, together with any intellectual property right subsisting therein; (ii) ACCELQ reserves the sole right to modify, enhance, update or create Derivative Works of the Software. Licensee shall not modify, enhance or create Derivative Works of the Software in any manner whatsoever.
- 3.4 Feedbacks.** From time to time, Licensee, in its sole discretion may choose to provide suggestions, comments, data feedback, improvements, recommendations or other feedback, either orally or in writing in connection with the Software (“**Feedback**”). If Licensee’s chooses to provide such Feedback, Licensee hereby assigns all ownership in and to such Feedback to ACCELQ, and acknowledges that ACCELQ will be entitled to use and implement any such Feedback in any manner without restriction, and without any obligation of confidentiality, attribution or compensation to Licensee.

## **4. MAINTENANCE SERVICES.**

### **4.1 Maintenance Generally**

- 4.1.1** ACCELQ shall provide to Licensee the Maintenance Services described in this Section and the applicable License Order Schedule for the Software during the Term, in accordance with the applicable License Order Schedule. Licensee shall pay ACCELQ a fee, as specified in the applicable License Order Schedule, for the Maintenance Services (the “**Maintenance Fees**”). ACCELQ is not obligated to provide Maintenance Services during any period in which an applicable License Fee and/or Maintenance Fee is not paid, when due.
- 4.1.2** Licensee acknowledges and agrees that (i) failure to implement Updates and Upgrades (if any) supplied by ACCELQ or (ii) any attempts by Licensee to alter any Software without ACCELQ's written direction or consent, will be at Licensee's sole risk and may render the Software unusable or nonconforming to the applicable Documentation. In no event will ACCELQ have any obligation to support or maintain any altered Software or any Software for which Updates or Upgrades (if applicable) have not been applied within a reasonable period of time.
- 4.1.3** If a Software failure notified to ACCELQ by Licensee is found upon investigation by ACCELQ not to be ACCELQ’s responsibility under this Section and Licensee agrees with this finding, ACCELQ and Licensee may mutually agree in writing to the applicable charges associated with all the time spent and all costs and expenses otherwise incurred by ACCELQ in consequence of such an investigation finding.

### **4.2 Maintenance Exclusions**

ACCELQ is not obligated to provide the Maintenance Services if a reported Software failure or interruption, including but not limited to downtime is caused by: (a) Licensee’s or any third party’s services, software or equipment; (b) any changes, alterations, updates, modifications, or enhancements to the Software not provided by ACCELQ under or pursuant to this Agreement; (c) the incorrect use, abuse or corruption of the Software or by the use of the Software with other computer programs or on equipment which ACCELQ has not provided with the Software; (d) any inaccuracies, delays, interruptions, or errors occurring as a result of incorrect data or data which does not conform to required input formats; (e) any changes, alterations, updates, modifications, or enhancements to, and any inaccuracies, delays, interruptions or errors caused by, any software, equipment or services not provided by ACCELQ under or pursuant to this Agreement; or (f) use of the Software in a manner which does not conform with this Agreement or the Documentation.

### **4.3 Reservation of Rights**

- 4.3.1** ACCELQ is not obligated to: (a) develop and release Updates; and/or (b) customize the Software to satisfy Licensee’s particular requirements. For avoidance of doubt, the foregoing shall not relieve ACCELQ to provide technical support in respect of the Software.



**4.3.2** Licensee acknowledges and understands that ACCELQ reserves the sole right to provide Maintenance Services pertaining to the Software.

## **5. FEES AND PAYMENT.**

**5.1 Fees.** The Fees to be charged by ACCELQ for the Software ('**License Fee**') and/or Maintenance Services ('**Maintenance Fee**') are as set forth in the applicable License Order Schedule. Licensee agrees to pay to ACCELQ the License Fee and/or Maintenance Fee in the amounts and at the times set forth in the applicable License Order Schedule. Except as otherwise provided in this Agreement, the License Order Schedule, all fees shall be nonrefundable. All fees and reimbursement of expenses are due and payable, as provided below in the applicable License Order Schedule. The fees identified on the License Order Schedule are exclusive of taxes or duties. Licensee agrees to pay (i) for reimbursement of reasonable out-of-pocket expenses (if any - as may be agreed by the Parties) incurred by ACCELQ in connection with providing the Software and Maintenance Services and (ii) any and all taxes and duties that may be imposed by any taxing authority in connection with the Agreement, excluding taxes based on ACCELQ's income or franchise taxes. Outstanding payments are subject to a late charge equal to the lesser of one percent (1%) per month or the maximum amount allowed by law.

**5.2 Invoicing:** ACCELQ shall invoice Licensee for all undisputed amounts due under this Agreement in accordance with the terms of the applicable License Order Schedule.

### **5.3 Payment:**

**5.3.1** Licensee shall pay ACCELQ all amounts owed pursuant to this Agreement within the stipulated period as mentioned in the applicable License Order Schedule for such amounts, without deduction, setoff, defense or counterclaim for any reason. ACCELQ may withhold or block Licensee's access to the Software when any amount required to be paid by Licensee remains due and unpaid for thirty (30) days beyond the date when such amount is due.

**5.3.2** Should Licensee reasonably and in good faith dispute all or any portion of the amount due on any invoice, Licensee shall notify ACCELQ in writing, prior to the due of that invoice, of the nature and the basis of the dispute and/or adjustment as soon as possible. The Parties shall use commercially reasonable efforts to resolve the dispute prior to the payment due date.

## **6. LIMITATION OF LIABILITY.**

**6.1 LIMITATION.** Notwithstanding the form in which any legal or equitable action may be brought, neither ACCLEQ nor its affiliates, directors, officers, employees and agents (including successors and assigns) shall be liable hereunder for damages which in any event exceed in the aggregate an amount equal to fifty thousand U.S. dollars (US \$50,000)

**6.2 WAIVER OF DAMAGES.** Neither ACCELQ nor its affiliates, directors, officers, employees and agents (including successors and assigns) or any licensor be liable, whether in contract, tort (including negligence), warranty or otherwise, for consequential damages or for any other indirect damages such as, but not limited to damages resulting from interruption of use, cost of cover, loss or corruption of data, loss of profits, loss of data or loss of goodwill, system incompatibility or breaches in system security, or exemplary or punitive damages, even if it has been advised of the possibility of such damages.

**6.3 FAILURE OF ESSENTIAL PURPOSE.** The parties have agreed that the limitations specified in this section 6 will survive and apply even if any limited remedy specified in this agreement is found to have failed of its essential purpose

**6.4** No action or claim may be instituted more than twelve (12) months after the discovery of the event giving rise to such claim.

**6.5** Licensee acknowledges and agrees that the limitations of liability and restrictions set forth in this agreement are reasonable under the circumstances.

## **7. INDEMNIFICATION**

### **5.4 Indemnification by ACCELQ.**

**5.4.1** ACCELQ will, at its expense, indemnify, defend and hold Licensee and its employees, subsidiaries, Affiliates harmless for direct damages and costs (including reasonable attorneys' fees) against any action, claim, demand or proceeding brought against Licensee by a third party, to the extent such suit or proceeding is based on a claim that the Software (excluding any



Third Party Software) when used within the scope of this Agreement, infringes upon a patent, copyright, or trade secret of that third party. Licensee shall promptly notify ACCELQ in writing through the Notice provision (Section 10.16) of any such suit or proceeding promptly after Licensee first learns of such suit or proceeding. Licensee shall provide ACCELQ, at no cost to Licensee, with such assistance and cooperation as ACCELQ may reasonably request. Licensee may elect to participate in the defense of the claim, at its own cost and expense, with counsel of its own choosing and ACCELQ shall have sole control over the defense, settlement or compromise. ACCELQ will not settle a claim that obligates Licensee to incur any expense by reason of such settlement.

**5.4.2 Infringement Remedies.** If all or any part of the Software becomes, or in ACCELQ's opinion is likely to become, the subject of a claim of infringement, ACCELQ shall, at its sole option take one or more of the following actions at no additional cost to Licensee with regard to the Software: (i) procure for Licensee the right to make continued use thereof, or (ii) substitute or modify the Software to make it non-infringing, or (iii) terminate the license for the Software in accordance with this Agreement.

**5.4.3 Exclusions.** ACCELQ shall have no liability if the alleged infringement is based on (i) combination with non-ACCELQ products data or business processes, (ii) use for a purpose or in a manner for which the Software were not designed, (iii) use of any unsupported version of the Software when use of a newer Software revision would have avoided the infringement, (iv) any modification or alteration of the Software, (v) ACCELQ's compliance with any materials, designs, specifications or instructions provided by Licensee, or (vi) Licensee running the Software after ACCELQ notifies Licensee to discontinue running due to such a claim.

**5.5 Licensee's Indemnification to ACCELQ.** Licensee will, at its expense, indemnify, defend and hold ACCELQ and their respective successors, officers, directors and employees harmless from any action, claim, demand, direct damages and fees (including reasonable attorneys' fees) (the "**Claims**"), in connection with (i) an action by Licensee or an Authorized User (excluding ACCELQ Consultants) which is in violation of Sections 2 ('License and Use'), 3 ('Ownership'), 8 ('Confidentiality') and/or 10.5 ('Excluded Data') of this Agreement; (ii) any Claims brought against ACCELQ by a third party due to Licensee's or Authorized User's (excluding ACCELQ Consultants) (a) use of the Software in combination with any non-ACCELQ software, and/or (b) improper exploitation of the Third Party Software. ACCELQ agrees that it shall use reasonable commercial efforts to (i) promptly notify Licensee of any matters in respect of which the indemnity may apply and of which ACCELQ has knowledge; and (ii) cooperate with Licensee in the defense or settlement thereof. ACCELQ may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice on a monitoring, non-controlling basis.

**5.6 LIMITATION.** The foregoing states the entire liability and the sole remedy of either party for matters in respect of indemnity.

## **8. CONFIDENTIALITY**

**8.1 Confidential Agreement:** This Agreement is a confidential agreement between the Parties. Without the prior consent of the other Party, this Agreement may not be shown to any third party other than government officials having appropriate jurisdictions and power to require disclosure of this Agreement, the Parties' legal counsel and accountants, and the Parties' authorized employees or agents.

### **8.2 Confidential Information.**

**8.2.1** Licensee acknowledges and agrees that the Software constitute and incorporate ACCELQ's Confidential Information. Licensee shall take all reasonable precautions necessary to safeguard the confidentiality of all Confidential Information, including at a minimum those precautions taken by Licensee to protect Licensee's own confidential and proprietary information. Licensee shall not allow the removal or defacement of any confidentiality or proprietary notice placed on any Confidential Information. The placement of copyright notices on these items shall not constitute publication or otherwise impair their confidential nature.

**8.2.2** Licensee shall not disclose, in whole or in part, the Software or Confidential Information, or other information that has been designated as confidential, to any individual, entity or other person, except to those Authorized Users who require access for



Licensee's authorized use of the Software, provided such Authorized Users agree in writing to comply with the use and non-disclosure restrictions applicable to the Software and such information under this Agreement.

**8.2.3** The obligations in Sections 8.1 ('Confidential Agreement') and 8.2 ('Confidential Information') shall not apply to any Confidential Information that (a) Licensee can clearly demonstrate by documentary evidence was in its possession at the time of disclosure and without restriction as to confidentiality and (b) at the time of disclosure is generally available to and known by the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act directly or indirectly by Licensee. In addition, Licensee may disclose ACCELQ's Confidential Information to the extent required to comply with applicable laws or a binding order from a judicial body with authority over it, provided that Licensee shall take all reasonable steps necessary to obtain confidential treatment for any such Confidential Information which is required to be disclosed. Licensee shall promptly provide ACCELQ with written notice of any such request or demand to disclose Confidential Information so that ACCELQ shall have an opportunity to seek a protective order or other remedy.

**8.2.4** Licensee shall, either upon learning of, or upon a showing by ACCELQ of, any threatened or actual breach of the provisions of this Section 8 ('Confidentiality') or of any threatened or actual unauthorized use or disclosure of ACCELQ's Confidential Information by Licensee's officers, directors, employees, agents, subcontractors or Authorized Users or otherwise, or in the event of any loss of, or inability to account for, such Confidential Information, immediately notify ACCELQ thereof and shall cooperate at Licensee's expense with ACCELQ's efforts and take such steps as ACCELQ may require to seek appropriate injunctive relief or otherwise to prevent or curtail such threatened or actual breach or unauthorized use or disclosure or to recover the Confidential Information.

**8.2.5** Licensee acknowledges and agrees that the Confidential Information constitutes and incorporates confidential, proprietary and valuable information or materials developed or acquired by or licensed to ACCELQ and that violation by Licensee or its employees, agents, subcontractors or Authorized Users of the provisions of Sections 2 ('License and Use'), 3 ('Ownership') or 8 ('Confidentiality') of this Agreement may cause ACCELQ and/or its licensors irreparable injury not compensable by money damages for which ACCELQ may not have an adequate remedy at law. Accordingly, if ACCELQ institutes an action or proceeding to enforce the provisions of Sections 2 ('License and Use'), 3 ('Ownership') or 8 ('Confidentiality') of this Agreement, ACCELQ shall be entitled to seek injunctive or other equitable relief to enforce such provisions or to prevent or curtail any breach thereof, threatened or actual. The foregoing shall be in addition to and without prejudice to or limitation on any other rights ACCELQ may have under this Agreement, at law or in equity.

**8.3 Return of Confidential Information.** Promptly upon termination of this Agreement, or at any time upon ACCELQ's request, Licensee shall promptly, at ACCELQ's option, either return or destroy all or any part of the Confidential Information, and all copies thereof and other materials containing such Confidential Information, and upon request of ACCELQ, Licensee shall certify in writing its compliance with the foregoing.

## **9. TERM AND TERMINATION.**

**9.1** This Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with this Section 9, terminate automatically without the need for further formality on expiry of the Term. For renewals, an annual price enhancement may be applied, not exceeding the higher of either 7%, or the prevailing CPI rate (US Consumer Price Index).

**9.2** This Agreement may be terminated by either Party (the "**Non-Breaching Party**"), without prejudice to any other right or remedy, immediately upon written notice to the other Party if any of the following events occur by or with respect to such other Party (the "**Breaching Party**"): (a) the Breaching Party commits a material breach of any of its obligations hereunder, including failure to timely pay any invoice, and fails to cure such breach within thirty (30) days after receipt of notice of such breach or fails to reach an agreement with the Non-Breaching Party regarding the cure thereof; or (b) any insolvency or bankruptcy of the Breaching Party, any filing of a petition in bankruptcy or insolvency by or against the Breaching Party, any appointment of a receiver for the Breaching Party, the dissolution of the Breaching Party, or any assignment for the benefit of the Breaching Party's creditors.

**9.3** Notwithstanding the provisions of Section 9.2 above, Licensee acknowledges that any material breach by Licensee of the provisions of Sections 2 ('License and Use'), 3 ('Ownership') or 8 ('Confidentiality') of this Agreement shall not be curable. In the event of any such breach, the Non-Breaching Party may, without prejudice to any other right or remedy, terminate this Agreement with immediate effect upon written notice to the Breaching Party. ACCELQ may, without prejudice to any other right or remedy, immediately terminate this Agreement upon written notice to Licensee if Licensee acquires, is acquired by or otherwise becomes involved or interested in an entity which is deemed by ACCELQ (in its reasonable opinion) to be a competitor of ACCELQ.





**9.4** Licensee hereby covenants and agrees that upon termination or expiration of this Agreement for any reason, all rights granted to Licensee hereunder shall cease, and Licensee shall promptly (a) purge the applicable Software from the Designated Hardware and all of Licensee's computer systems, storage media and other files; (b) either destroy or return to ACCELQ, as ACCELQ may request, all such Software and other Confidential Information within its possession and/or control, and all copies thereof; and (c) deliver to ACCELQ an affidavit from an appropriate officer of Licensee which certifies that Licensee has complied with these termination obligations.

**9.5 Survival.** The terms and conditions of Sections 3 ('Ownership'), 5 ('Fees'), 7 ('Limitation of Liability'), 8 ('Confidentiality') and 10 ('Miscellaneous') shall survive any termination or expiration of this Agreement.

## **10. MISCELLANEOUS.**

**10.1** Except as expressly specified hereinunder, the terms of this Agreement will remain independent of any information technology services agreement, and/or any statement(s) of work ('SOW') executed between the Parties and/or its Affiliates, including but not limited to any amendment, addendum or novation thereto.

**10.2 Third Party Programs.** Licensee acknowledges that the Software may contain or be accompanied by certain third party software products, including open source software components ("Third-Party Products" and "Open Source Components," respectively). The Open Source Components and Third Party Products from other vendors under applicable license are collectively referred to as ("Third Party Software"). While Licensee's use of the Software is not intended to obligate Licensee to any distribution or other conveyance requirements in respect of the Third Party Software licenses, Licensee agrees and acknowledges that Licensee will comply with any special license notices, terms and/or conditions as set forth in the applicable License Order Schedule, Purchase Order, the Third Party Product packaging and/or in the "notices.txt" file accompanying the Software ("Third-Party Notices"). The Third-Party Notices may include important licensing and warranty information and disclaimers. In the event of conflict between the Third-Party Notices and the other portions of this Agreement, the Third-Party Notices will take precedence (but solely with respect to the Third-Party Products to which the Third-Party Notices relate). Third party software components are made available in the software in the hope that they will be useful to the software, unless specifically provided in the respective third party software license terms, third party software is made available "as is" without any warranty, express, implied, or otherwise, including but not limited to the implied warranty of merchantability or fitness for a particular purpose, or any warranty regarding title or against infringement. In no event shall ACCELQ, the copyright holders, or the contributors be liable for any indirect, incidental, special, punitive, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, warranty, strict liability, negligence or tort (including negligence or otherwise) arising in any way out of the use of third party software, even if advised of the possibility of such damage.

**10.3 Electronic Notifications.** From time to time, ACCELQ may make available to Licensee various updates, and services which Licensee can access or acquire via a ACCELQ website, including replacements of Software, problem submissions, bug fixes, and operational advice. All access to or use of such updates or services by Licensee shall be governed by this Agreement and no click-wrap, click-through, browse-wrap nor shrink-wrap agreements shall apply.

**10.4 Trademarks and Publicity.** Neither Party shall use the other Party's or any Affiliates' name or trademark or otherwise refer to a Party's or any Affiliates in any written materials, or in any other media now or hereafter created, without the prior written consent of the other Party or the applicable Affiliate in each instance.

**10.5 Excluded Data.** Licensee acknowledges that Software and Maintenance Services (if any) provided under this Agreement are not designed with security and access management for the processing and/or storage of the following categories of data: (1) data that is classified and or used on the U.S. Munitions list, including software and technical data; (2) articles, services and related technical data designated as defense articles and defense services; (3) ITAR (International Traffic in Arms Regulations) related data (hereinafter collectively referred to as "Excluded Data"). Licensee hereby agrees that Licensee is solely responsible for reviewing its data that will be provided to ACCELQ (or to which ACCELQ will have access) to ensure that it does not contain Excluded Data.

**10.6 No Third Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

**10.7 Force Majeure.** No Party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is from causes outside reasonable control of a Party. Such causes may include fire, flood, earthquake, natural disasters or acts of God, terrorist acts, riots, civil disorders, freight embargoes, government action,



or the like, provided the non-performing party is without fault in causing such default of delay, and such default or delay could not have been prevented by reasonable precautions and could not reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means (including disaster recovery services, if any).

**10.8 Independent Contractor.** This Agreement shall not create a partnership, joint venture, agency or similar relationship between the Parties. Each Party, including its servants, agents, and employees, is an independent contractor and not an agent or employee of the other.

**10.9 Binding Effect and Assignment.** This Agreement and the licenses granted under it are personal to Licensee and Licensee may not assign, encumber or otherwise transfer or dispose of any of its rights, duties or obligations under this Agreement without ACCELQ's express prior written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

**10.10 Governing Law.** This Agreement and any dispute or non-contractual obligation arising out of or in connection with it shall be governed by and construed in accordance with the laws of the State of Texas, without reference to the principles of conflicts of law that would apply the substantive laws of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and is hereby disclaimed. The Parties hereby agree that their respective rights and obligations hereunder shall be solely and exclusively as set forth herein and that the Uniform Computer Information Transactions Act (UCITA), whether enacted in whole or in part by any state or applicable jurisdiction, regardless of how codified, shall not apply to this Agreement and is hereby disclaimed. Each Party hereby submits to the exclusive jurisdiction of the courts, state or federal, sitting in Texas over any dispute arising out of or in connection with this Agreement and waives the right to object to such venue or make a claim of *forum non conveniens*. Notwithstanding the foregoing, nothing shall prevent ACCELQ from commencing legal proceedings for the purpose of seeking immediate preventative relief (such as an injunction or the equivalent) in the appropriate jurisdiction.

**10.11 Amendments and Waivers.** This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties. No waiver by either Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver.

**10.12 Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and have no effect and the remaining provisions shall continue in full force.

**10.13 Counterparts.** This Agreement may be executed in several counterparts and by facsimile signature, each of which shall be deemed an original, and all of which taken together shall constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. A telecopy or electronic signature or an electronic copy of a signature shall be as legally effective as an original signature.

**10.14 Entire Agreement.** This Agreement, together with all Exhibits attached hereto, constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

**10.15 Headings.** The section and paragraph headings contained in this Agreement are for convenience of reference only and shall not affect, define or limit in any way the meaning or interpretation of this Agreement.

**10.16 Notices.** All notices required by this Agreement shall be given in writing to the other Party and delivered by registered mail, international air courier, facsimile, or the equivalent. Notices shall be effective when received as indicated on the facsimile, registered mail, or other delivery receipt. All notices shall be given by one Party to the other at its address stated on the first page of this Agreement unless a change thereof previously has been given to the Party giving the notice.

Notifications will be addressed as follows:

To Licensee:	To ACCELQ:
Client Company Name	ACCELQ Inc.
Client business address	14241 Dallas Parkway, Suite 520, Dallas Texas 75254
	Attn.: General Counsel





<b>With copy to:</b>	ACCELQ Inc.

Either Party hereto may from time to time change its address for notification purposes by giving the other prior written notice of the new address and the date upon which it will become effective.

**10.17 Attachments.** The following are attached hereto and incorporated herein by this reference:

**EXHIBIT – A–** Form of Template - provides the License Order & Services Schedules mutually agreed between the Parties, each including a description of the Software licensed under such License Order Schedule.

**Appendix--A -- SLA AND RESPONSE TIMES-** This document details the expected service levels and response times provided by ACCELQ.



**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

**AGREED TO AND ACKNOWLEDGED BY:**

**FOR AND ON BEHALF OF LICENSEE**

**CLIENT COMPANY NAME**

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

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

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

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

**FOR AND ON BEHALF OF ACCELQ**

**ACCELQ Inc.**

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

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

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

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



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**EXHIBIT – A**  
**LICENSE ORDER SCHEDULE- #1**

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Subject to the terms and conditions of the Agreement, ACCELQ shall provide to Licensee the following:

<b>Subscription</b>	<b>XXXX</b> Automate Pro licenses & <b>XXX</b> Automate SME license on ACCELQ Cloud <b>Annual subscription cost: \$ XXXX</b>
<b>Operational Management</b>	Upgrades and patches Data migration, backup Support ticket management and problem incident management-Refer <b>Appendix--A</b> Cost: Included in subscription
<b>Enablement</b>	Instructor led remote training workshops Product configuration & base setup Development of sample suite of test cases Best Practices based on Customer application landscape 1 month of offshore product specialist and part time engagement manager <b>One Time Cost: \$XXXX</b>
<b>Premium Support</b>	Account Manager as Point of Contact Extended support services covering 2 different time zones Weekend high priority requests On demand live screen share sessions for issue resolution <b>Cost: \$XXXXXX</b>
<b>Resource Implementation Services</b>	Test Design planning and Release test plan setup Regression suite development, maintenance and execution Full time Offshore Test Engineer and part time Engagement Manager <b>Monthly Cost per resource: \$XXXX</b>

IN WITNESS WHEREOF, the parties have caused this License Order Schedule to be executed by their duly authorized representatives to be effective as of the Effective Date.

**AGREED TO AND ACKNOWLEDGED BY:**

**FOR AND ON BEHALF OF LICENSEE**

**Client Company Name**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FOR AND ON BEHALF OF ACCELQ**

**ACCELQ Inc.**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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## APPENDIX--A SLA AND RESPONSE TIMES

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### ACCELQ Standard Support: Schedule

This document details the expected service levels and response times provided by ACCELQ.

Severity	Severity definition	Initial Response Time Objective	Response Time Coverage
<b>1</b>	<p><b>Critical business impact/Service Down:</b> Business critical functionality is inoperable, or a critical interface has failed for ACCELQ software. This usually applies to a production environment and indicates an inability to access ACCELQ software, resulting in a critical impact on operations. This condition requires an immediate solution. You must log a Service Down case within 24 hours of first becoming aware that there is a critical business impact and the Cloud Service is unavailable.</p> <p><b>Note:</b> We will work with you 24 hours a day, seven days a week, to resolve critical problems, provided you have a technical resource available to work during those hours. You must reasonably assist ACCELQ with any problem diagnosis and resolution.</p>	Within 1 hour	24 x 7
<b>2</b>	<p><b>Significant business impact:</b> A feature or function of the software is severely restricted in its use, and the software is not working as designed, and a defect needs to be raised.</p>	Within 4 business hours	Monday-Friday Customer Business Hours
<b>3</b>	<p><b>Minor Business Impact:</b> The service or functionality is usable, and the issue does not represent a critical impact on operations.</p>	Within 8 business hours	Monday-Friday Customer Business Hours
<b>4</b>	<p><b>Minimal business impact:</b> An inquiry or request that is related to user training such as “how-to” support.</p>	Within 2 days	Monday-Friday Customer Business Hours

#### Notes:

- The support team will handle support requests in English.
- Every licensed user in ACCELQ will be provided access to the ACCELQ Support portal (<https://support.accelq.com>).



## ACCELQ Premium Support: Schedule

This document details the expected service levels and response times provided by ACCELQ.

Severity	Severity definition	Initial Response Time Objective	Response Time Coverage
<b>1</b>	<b>Critical business impact/Service Down:</b> Business critical functionality is inoperable, or a critical interface has failed for ACCELQ software. This usually applies to a production environment and indicates an inability to access ACCELQ software, resulting in a critical impact on operations. This condition requires an immediate solution. You must log a Service Down case within 24 hours of first becoming aware that there is a critical business impact and the Cloud Service is unavailable.  <b>Note:</b> We will work with you 24 hours a day, seven days a week, to resolve critical problems, provided you have a technical resource available to work during those hours. You must reasonably assist ACCELQ with any problem diagnosis and resolution.	Within 1 hour	24 x 7
<b>2</b>	<b>Significant business impact:</b> A feature or function of the software is severely restricted in its use, and the software is not working as designed, and a defect needs to be raised.	Within 4 business hours	Monday-Friday Business Hours on 2 customer-chosen time zones
<b>3</b>	<b>Minor Business Impact:</b> The service or functionality is usable, and the issue does not represent a critical impact on operations.	Within 8 business hours	Monday-Friday Business Hours on 2 customer-chosen time zones
<b>4</b>	<b>Minimal business impact:</b> An inquiry or request that is related to user training such as “how-to” support.	Within 2 days	Monday-Friday Business Hours on 2 customer-chosen time zones

### Premium Support Service:

- Premium Support requests are placed in the Priority Queue for issue resolution.
- Customers will be provided with a Support Email ID (ACCELQ Team [support@accelq.com](mailto:support@accelq.com)) for immediate attention on Priority issues. Emails sent to this ID will automatically create a Support Ticket and get assigned to the priority queue.
- Support over weekends for critical requests.
- Access to the Support Team calendar to set up remote screen-sharing sessions for complex troubleshooting.
- Implementation Review sessions with a Sr. ACCELQ Product Consultant twice a year on request.
- Orientation and onboarding service for new team members, twice a year, on request.
- On-demand training sandbox environment access for new team members onboarding to ACCELQ.



- Early access to ACCELQ Beta Releases.

Notes:

- The support team will handle support requests in English.
- Every licensed user in ACCELQ will be provided access to the ACCELQ Support portal (<https://support.accelq.com>).