END USER SOFTWARE LICENSE AGREEMENT

READ THIS AGREEMENT BEFORE INSTALLING THE SOFTWARE

THANK YOU FOR CHOOSING THIS PTFS SOFTWARE PRODUCT. BY CLICKING ON THE "I AGREE" BUTTON OR BY DOWNLOADING OR OTHERWISE INSTALLING THE SOFTWARE, YOU ("LICENSEE" OR "YOU") ARE AGREEING TO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL OF THIS AGREEMENT, PLEASE CONTACT YOUR SALES REPRESENTATIVE.

This End User Software License Agreement (the "Agreement") is entered into and is effective as of this XXXX day of XXXX 2021 by and between Progressive Technology Federal Systems, Inc. ("PTFS"), a Maryland corporation with its principal office located at 1801 Research Blvd, Suite 310, Rockville, Maryland 20850, and XXXXX ("Licensee"), a XXXXX corporation with its principal office located at XXXXXX. PTFS and Licensee are also sometimes referred to herein as a "Party" or collectively as the "Parties".

RECITAL

- I. PTFS has developed and owns certain software applications related to the digitization and retrieval of archived documents and other materials for a Content Services Platform, including geospatial content management (GeoCMS) that combines geospatial data management with a browser-based discovery and management interface.
- II. Licensee wants to license certain software from PTFS, and PTFS is willing to license the Software to Licensee, upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration for the Recital, which is an integral part of this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound agree as follows:

1 DEFINITIONS

The following terms shall have the indicated meaning:

- "Critical Error" means a material defect in the Software that causes the Software to fail to operate substantially in accordance with the Specifications and materially prevents or impairs use of the Software by Licensee.
- "Documentation" means the written or electronic materials prepared by PTFS for the internal use of Licensee, describing the operation and functionality of the Software, all rights to which shall remain exclusively with PTFS.

"Effective Date" means the date first set forth above.

"Quotation" means the written proposal of PTFS that contains the pricing, Maximum Records and other specifics regarding installation, use and support of the Software.

- "Software" means PTFS' KnowvationTM computer program provided by PTFS to Licensee under the terms of this Agreement.
- "Specifications" means the description of the Software functionality contained in the materials provided by PTFS that accompany delivery of the Software to Licensee.
- "User" means each employee, contractor or other individual employed or engaged to provide services by Licensee and authorized to log onto Licensee's system or otherwise access the Software.
- "Records" means the digital files which are indexed by the Software and assigned a unique document identification number and which include a unique metadata record, as determined by PTFS with Licensee input.
- "Maximum Records" means the total number of records permitted to be active in the Software under the License granted. If the number of active records exceeds the Maximum Records, the License and applicable fees shall increase to the next Maximum Records level as defined in the Quotation. Maximum Records does not include Records which have been permanently removed from the Software.
- "Single Server" means a single board computer system.

2 GRANT OF LICENSE

2.1 The License. PTFS hereby grants to Licensee, and Licensee hereby accepts a renewable term, non-exclusive and non-assignable right under this Agreement for its internal use of the Software and Documentation without the right of sublicense, sale, assignment or other distribution in any manner and subject to the terms, conditions and restrictions of this Agreement (the "License"). Licensee shall have no right or interest in the Software, Documentation or any other property of PTFS except as expressly set forth in this Agreement.

2.2 <u>Limitations on Use</u>.

- 2.2.1 Proprietary Materials. Licensee acknowledges that the Software and Documentation embody valuable intellectual property owned exclusively by PTFS. Licensee shall not use, modify, duplicate, create derivative works of, sell, sublicense or otherwise transfer, convey or make any other commercial use of the Software or Documentation, or any portion or derivative works thereof, or create any software or any products that in any manner are based on or relate to the Software and Documentation, other than as expressly permitted under this Agreement.
- 2.2.2 Restrictions. The Software and Documentation shall be used solely for Licensee's internal business operation on the specific Single Server and only for the Maximum Records permitted hereunder. Licensee shall not: (i) permit any other party, including but not limited to its affiliates, to use the Software or Documentation for any reason, without PTFS' prior express written consent; (ii) use the Software or Documentation in the operation of a service agency, as an application service provider or in any similar capacity unless expressly authorized by PTFS; (iii) use the Software or Documentation for any purpose not expressly described in the Specifications, it being understood that the Software is not designed for any other function or licensed for any such use; (iv) engage in or allow the assignment, sublicensing, sharing, publishing,

distribution, leasing or other use or conveyance of the Software or Documentation or any portion thereof; or (v) permit the Software and/or Documentation to be used by other than the permitted or licensed use, or for more than the Maximum Records.

- 2.2.3 Reverse Engineering and Modifications. Licensee shall not, nor permit any other person or entity to disassemble, reverse engineer, de-compile or attempt to derive the source code of the Software or any portion thereof. Licensee shall have no right to independently modify or alter any portion of the Software in any manner for any reason.
- 2.3 <u>License Limitations</u>. The License shall be limited to the specific Single Server and the Maximum Records in that Server, and subject to any and all other limitations set forth in the Quotation and this Agreement. In the event that the number of active Records in the Software exceeds the Quotation and Software configuration limit, Licensee shall pay additional License Fees, as applicable. In the event that additional Servers are required, Licensee shall pay additional License Fees for additional Licenses for each additional Server. All additional License Fees shall be based on PTFS standard rates, Quotation terms and the terms of this Agreement, subject to modification, with or without notice, from time to time by PTFS in its sole discretion.
- 2.4 System Use. It is understood and agreed that the License is for the Software to be installed and run on a single server, with single or multi-core processors as defined in the Specifications. Any installation or use of the Software in any secondary, peripheral, duplicate, additional or other server or distributed or virtual environment shall require payment by Licensee of an additional License Fee. Licensee is permitted to make a reasonable number of copies of the Software solely for back up purposes.
- 2.5 <u>Proprietary Notices</u>. Licensee shall not remove, obliterate, conceal or modify in any manner any copyright, trademark, servicemark, confidentiality or other proprietary notice, legend, information or marking appearing on the Software or Documentation or output generated from the Software. Licensee shall reproduce and include all such notices, legends, information and marks on each copy of the Software and Documentation permitted hereunder.
- 2.6 Hardware and Other Software. Licensee acknowledges that other products such as operating systems, database applications and programs and other third-party software, as well as hardware with adequate capacity and specifications, will be necessary for the proper and efficient operation of the Software in accordance with the Specifications. Except for third party software licensed by PTFS and incorporated in and sublicensed to Licensee in connection with, the Software, Licensee shall be solely responsible for obtaining, installing, operating and maintaining all such products at Licensee's expense. Licensee's failure to adequately obtain, install, operate and maintain such products in compliance with PTFS Specifications and Documents shall release PTFS from any obligation regarding compliance with the Specifications and maintenance obligations, and void all representations and warranties by PTFS under this Agreement. The Parties acknowledge that PTFS will rely upon Licensee to procure, setup, implement and otherwise make operational the necessary compliant hardware, operating system, software, and network connectivity. Licensee shall install and configure the hardware and system software prior to installation of the Software. PTFS' obligations under this Agreement are based on the written representations made by Licensee with respect to its hardware, software and system configuration.

3 LICENSE FEE

3.1 License fee and annual service and maintenance fees are due and payable according to the terms and conditions of the Order. Unless changes in License fee are negotiated and implemented with the mutual consent of the Parties to accommodate additional Maximum Records or additional Servers, such changes shall be based on PTFS standard rates then in effect.

4 INSTALLATION, ACCEPTANCE AND SUPPORT

4.1 <u>Termination of Support</u>. Notwithstanding any provision of this Agreement to the contrary, neither PTFS nor any direct seller of the Software to Licensee shall have any obligation to provide technical support, maintenance, Maintenance Modifications, Critical Error correction or any other services as a result of, following, or in connection with (i) any modification of the Software or Documentation by anyone other than PTFS or its authorized representatives; (ii) any anomaly or other defect, error or malfunction in the hardware, system, communications, third party software used by Licensee or any other aspect of Licensee's business operation; or (iii) Licensee's default under any provision of this Agreement.

5 OWNERSHIP

- 5.1 <u>PTFS Ownership</u>. All right, title and interest in and to the Software and Documentation, and all derivatives, modifications, enhancements and other products based on, resulting from or otherwise developed, created or produced in connection with the Software and Documentation shall remain exclusively with PTFS. In no event shall Licensee be deemed to have acquired any interest therein, other than the License for internal use as expressly provided under the terms of this Agreement
- 5.2 <u>Cooperation</u>. Licensee shall fully cooperate and take all appropriate action as reasonably required to prohibit and prevent the unauthorized use of the Software and Documentation, and provide all reasonable assistance to PTFS in the enforcement of its proprietary rights. PTFS shall have the right, upon reasonable advance notice, to inspect Licensee's records and facilities with respect to the use of the Software and Documentation, and to verify compliance with all obligations, restrictions and provisions of this Agreement.

6 TERM AND TERMINATION

6.1 Term. This Agreement and the license granted hereunder shall remain in effect for a period of one (1) year from the Effective Date, unless a different term is ordered and paid for by the Licensee, and unless earlier terminated as set forth herein. Upon expiration of the initial term, this Agreement will automatically renew at each anniversary unless a written notification of termination has been received sixty (60) days prior to each anniversary.

- 6.2 <u>Termination</u>. The License shall be deemed revoked, and all rights of Licensee under this Agreement shall be terminated, upon the occurrence of any of the following events: Licensee fails to comply in any material manner with all of the terms, conditions, restrictions and obligations of this Agreement which failure is not completely remedied by Licensee within ten (10) business days of receipt of notice from PTFS.
- 6.3 Obligations upon Termination. Within five (5) business days of the termination of this Agreement for any reason, Licensee shall (i) destroy the Software, Documentation and all copies thereof; (ii) erase the Software and Documentation from its system and all memory and back-up storage; and (iii) deliver to PTFS written certification, signed by an authorized executive officer, that the foregoing actions have been taken and that Licensee, its contractors, affiliates and all others with whom it does business have not retained the Software, Documentation, or any copies thereof, in whole or in part in any form. From and after the termination of this Agreement, Licensee shall have no further right to use the Software or Documentation for any reason and all obligations of PTFS shall cease. The termination or expiration of this Agreement shall not relieve Licensee from its obligations to pay any sums remaining due hereunder. The Parties' respective rights, obligations and duties with regard to publicity, proprietary rights, indemnification, confidentiality, limitation of liability, export regulation, and dispute resolution, as well as rights, obligations and duties which by their nature extend beyond the termination or expiration of this Agreement shall survive any termination or expiration.
- 6.4 Other Remedies. In the event of any breach of this Agreement by Licensee, PTFS may, in addition to termination of this Agreement, seek all remedies available under law or at equity and recover from Licensee all costs and expenses, including but not limited to, court costs and reasonable attorneys and expert witness fees, all costs of investigation and all other damages and expenses resulting directly or indirectly from such breach.

7 RESTRICTIONS

7.1 <u>Export Restrictions</u>. Neither Party shall export, directly or indirectly, the Software or any portion thereof, or any other technical data or materials acquired under this Agreement or the direct product thereof, to any country for which the United States Government or any agency at the time of export requires an export license or other government approval, without first obtaining such license or approval. With respect to any export transactions under this Agreement, both Parties will cooperate in any reasonable manner to effect compliance with all applicable export regulations.

8 WARRANTIES AND LIMITATIONS

- 8.1 <u>Licensee's Benefit</u>. Any and all warranties made by PTFS under this Agreement are for the sole and exclusive benefit of Licensee and may not be transferred or assigned by Licensee for any reason.
- 8.2 <u>Limited Warranty</u>. PTFS represents and warrants that it holds exclusive ownership in and to the Software and Documentation and has the right to grant the License under the terms of this Agreement and that the Software will operate in substantial conformity with the Specifications for ninety (90) days after its delivery.
- 8.3 <u>DISCLAIMER</u>. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" WITH ALL

FAULTS, AND PTFS MAKES NO ADDITIONAL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, QUALITY, ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE. PTFS HEREBY DISCLAIMS WARRANTIES THAT MAY BE IMPLIED FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. THE RISK OF SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH LICENSEE, AND IS TO BE DETERMINED DURING THE TESTING PERIOD DESCRIBED ABOVE AND NOT THEREAFTER. PTFS DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.

- 8.4 <u>LIMITATION OF LIABILITY FOR DIRECT DAMAGES</u>. THE CUMULATIVE LIABILITY OF PTFS SHALL IN NO EVENT EXCEED THE LICENSE OR MAINTENANCE FEE ACTUALLY PAID BY LICENSEE FOR THE SOFTWARE THAT GIVES RISE TO SUCH DAMAGES AND LIABILITY.
- 8.5 <u>LIMITATION OF LIABILITY FOR CONSEQUENTIAL DAMAGES</u>. IN NO EVENT SHALL PTFS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF DATA, LOSS OF USE, OR ANY OTHER ECONOMIC DISADVANTAGE OR COST INCURRED BY LICENSEE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, REGARDLESS OF WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE OR ANTICIPATED. IN NO EVENT WILL PTFS BE SUBJECT TO OR LIABLE FOR ANY PUNITIVE OR EXEMPLARY DAMAGES.
- 8.6 No Further Changes. PTFS' warranty as set forth above will not be enlarged, diminished or affected by and no liability shall arise out of PTFS' rendering of technical advice or service in connection with the Software or Documentation. No change in the warranty provisions above shall be effective unless in writing signed by PTFS' chief executive officer.
- 8.7 Representations and Warranties of Licensee. Licensee represents and warrants to PTFS that (i) this Agreement has been validly executed and delivered by Licensee and constitutes a valid and binding obligation of Licensee enforceable in accordance with its terms; (ii) Licensee has all requisite corporate and organization power and authority to enter into this Agreement and perform the obligations on its part required hereunder, and that the execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate and organizational action; (iii) Licensee's execution and delivery of this Agreement and compliance with all terms hereof will not conflict with or result in a breach of, or require the consent of any third party under any license, contract or other instrument to which Licensee or its property is subject; and (iv) there are no pending or threatened actions or other legal or administrative proceedings that would have a material adverse effect on Licensee's right or ability to perform its obligations under this Agreement.

9 INDEMNIFICATION

9.1 <u>Patent and Copyright Protection</u>. PTFS will (1) assume the defense of any suit brought against the Licensee for infringement of any United States patent or copyright to the

extent it is based solely upon the Software or Documentation provided under this Agreement; (2) defray the expense of such defense; and (3) indemnify the Licensee against any monetary damages and/or costs in such suit; provided that (i) the liability claimed shall have arisen solely because of PTFS' selection as to the design or composition of the Software and that the Software is used by the Licensee in the form, state or condition as delivered by PTFS; (ii) that the Licensee shall have substantially performed all of its obligations under this Agreement; (iii) that Licensee has not used the Software in a manner inconsistent with the Software's documentation or provisions of this Agreement; and (iv) that Licensee has not used the Software in combination with other products not provided by PTFS where the Software standing alone would not have been infringing.

THIS ARTICLE STATES THE ENTIRE LIABILITY OF PTFS FOR PATENT OR COPYRIGHT INFRINGEMENT BY THE LICENSED SOFTWARE OR ANY PORTIONS THEREOF.

- 9.2 <u>Limitations on Indemnity</u>. PTFS shall have no obligation under this Section for any claim that results directly or indirectly from (i) any modification, alteration, or change to the Software or Documentation by Licensee or any other party other than PTFS and its authorized agents; (ii) PTFS's use of accepted industry standards or protocols; (iii) use of the Software in a manner not expressly authorized by PTFS or inconsistent with the Software's documentation or provisions of this Agreement; (iv) use of the Software in combination with other products if the Software standing alone would not have been infringing; (v) the unlicensed or unauthorized use or distribution of the Software by Licensee; (vi) use of a superseded release of the Software where such release is the greater of one (1) year old or two major releases (the then current release and the prior release) behind or an altered release of the Software if such infringement would have been avoided by the use of a current unaltered release of the Software; or (vii) any combination of the forgoing.
- 9.3 Replacement. In the event the use of the Software and Documentation as delivered to Licensee is, or in PTFS's sole discretion may reasonably be expected to be, subject to a claim under this Section 9, then PTFS may, at its sole option and expense (i) procure for Licensee the right to continue use of such licensed materials as set forth in this Agreement; (ii) replace or modify such licensed materials to make its use non-infringing, while maintaining comparable functionality; or (iii) buy back the Software at the Licensee's net book value.
- 9.4 <u>Indemnity by Licensee</u>. Licensee shall indemnify, defend and hold PTFS and its affiliates, directors, officers, employees, and agents harmless from and against any and all loss, liability, judgment, award and costs (including without limitation legal fees and expenses) finally awarded in favor of a third party or in settlement against PTFS in any claim arising out of or related in any way to (i) any use of the Software and/or Documentation by Licensee; and/or (ii) any breach by Licensee of any provision of this Agreement. The Licensee's indemnification under this paragraph to PTFS in connection with the services to be performed shall be limited to the value of the inception to date of the purchase order, including all amendments less payments made against purchase issued to PTFS during the performance of this Agreement.
- 9.5 <u>Notice and Assistance</u>. An indemnifying Party shall be obligated to provide indemnification hereunder if the indemnified Party (i) notifies the indemnifying Party in

writing of any claim within thirty (30) days of first becoming aware of such claim; (ii) permits the indemnifying Party to have sole control of the defense and/or settlement; and (iii) provides all available information, assistance and authority at the indemnifying Party's reasonable expense. The indemnified Party, at its expense, may participate in, but not control, the defense or settlement. If the indemnifying Party fails to assume the defense of such claim within thirty (30) days after receipt of notice of such claim, the indemnified Party will (upon delivering notice to the indemnifying Party) have the right to undertake, at the indemnifying Party's cost and expense, the defense, compromise or settlement of such claim, provided however, that such claim shall not be compromised or settled without the prior written consent of the indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed. In the event the indemnified Party assumes the defense of the claim, the indemnified Party will keep the indemnifying Party timely informed of the progress of any such defense, compromise or settlement.

10 MISCELLANEOUS

- 10.1 <u>Independent Contractors</u>. Nothing contained in this Agreement or done in pursuance hereof shall be deemed to constitute (i) a joint venture between Licensee or its affiliates and PTFS; or (ii) any Party hereto the agent of the other Party for any purpose whatsoever.
- 10.2 <u>Construction</u>. If any provision of this Agreement is held to be unenforceable for any reason, it shall not affect the validity or enforceability of the remaining portions hereof, provided that with respect to any material provision deemed to be unenforceable, the Parties shall negotiate in good faith to achieve a new legally enforceable provision which most closely approximates the original intent of the provision declared unenforceable or illegal.
- 10.3 <u>Amendments</u>. This Agreement may not be modified except by written agreement signed by authorized representatives of both Parties.
- 10.4 <u>Notices</u>. Notices shall be deemed given when delivered to the intended recipient at its address set forth above, or such other address as may be furnished by either Party hereafter, sent via courier or by U.S. Mail, prepaid, registered or certified with return receipt requested, or by facsimile transmission with confirmation and followed by registered mail or other hard copy.
- Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors or assigns. This Agreement and the rights and obligations hereunder may not be assigned in whole or in part by either Party without the other Party's prior written consent. Notwithstanding the foregoing, PTFS may assign this Agreement to any parent, affiliate or subsidiary or purchaser of its stock or assets without the consent of Licensee and may subcontract some or all of the Services. Any assignment or attempted assignment of this Agreement not permitted by this Section will be void.
- 10.6 <u>Waiver</u>. Either Party's waiver of any instance of the other's non-compliance with this Agreement shall not be deemed a waiver of any future non-compliance.
- 10.7 <u>Force Majeure</u>. PTFS shall not be liable for any delay or failure to perform any obligation hereunder if such delay or failure arises directly or indirectly out of any act of God,

nature or a public enemy, an earthquake, flood, fire, government order, riot, civil disobedience, labor strife, shortage of supplies or personnel, interruption of communication or transportation, or any other cause beyond PTFS' reasonable control.

- 10.8 Governing Law and Dispute Resolution. The Parties agree that the interpretation, application and construction of this Agreement shall not be governed by the Uniform Computer Information Transactions Act ("UCITA") as enacted in any State and the Parties hereby opt out of UCITA. All disputes shall be resolved by binding arbitration pursuant to the commercial rules of the American Arbitration Association conducted in Washington, D.C., provided, however, that PTFS shall be entitled, at its option, to equitable relief to enjoin any breach of this Agreement by Licensee without the requirement of posting bond or proving damages. The arbitrator shall be shall be a retired judge or a business attorney with at least 10 years experience.
- 10.9 <u>Integration</u>. This Agreement sets forth the entire agreement and understanding of the Parties with respect to the subject matter of this license and merges all proposals, prior discussions or prior agreements between them, except as regards any agreement which Licensee and a Reseller may have between them and to which agreement PTFS is not a party.
- 10.10 <u>Allocation of Risk</u>. The sections on limitation of liability, warranties and disclaimer of warranties allocate the risks in the Agreement between the Parties. This allocation is an essential element of the basis of the bargain between the Parties.
- 10.11 <u>Survival</u>. The provisions of this Agreement pertaining to intellectual property and indemnity shall survive for a period of ten (10) years after termination or expiration of this Agreement.
- 10.12 The attached Knowvation Maintenance and Support Program summary is hereby incorporated as part of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Agreement to be executed and consider the same to be effective as of the date first above written.

Progressive Technology Federal Systems, Inc.	Licensee
By:	Ву:
Name:	Name:
Title:	Title:

Compatibility and Technical Requirements

Software: KnowvationTM

Operating Systems

- Microsoft Windows Server 2012 R2 Enterprise Edition or
- Microsoft Windows Server 2012 Standard Edition or
- Microsoft Windows Server 2016 R2 Enterprise Edition or
- Microsoft Windows Server 2016 Standard Edition

RDBMS

- Microsoft SQL Server 2012 R2 or
- Microsoft SQL Server Express 2012 R2 or
- Microsoft SQL Server 2016 R2 or
- Microsoft SQL Server Express 2008 R2 (packaged with installation)

Memory

32 GB system memory (RAM) recommended

CPU

Windows compatible CPUs, minimum 4 Core, recommended 8 Core

Disk Space

Minimum 20GB disk space

3d Party Software

ImageMagick 7.0.7-10-Q16

Advanced Authoring Format (AAF) tools (wrapaspa Version 5.0 beta - Metaglue Corp)

exiftool 9.95

ffmpeg 4.1.3

GhostScript 9.14

OpenOffice 4.1.4

SOLR 4.10.0

SQLServer Express 2008

Jboss-5.1.0.GA

wildfly-8.2.0.Final

JDK 1.8.152

FME Server 2013 (no longer included)

GvRaster Imagery SDK (PAR - no longer included)

Abby FineReader 11.1.19

Client

Compatible Browsers: Internet Explorer 11 or greater, Mozilla Firefox 50.0 or greater, Google Chrome 48 or greater

Recommended plug-ins and supporting applications: Adobe Acrobat Reader ©. Microsoft Office, VLC plug-in, ELT of choice (RemoteView, etc.)

PTFS does not warrant that Knowvation is or will be compatible with any other software components used in place of the software components above. The use of any such other software component shall release PTFS and its Reseller from any obligation regarding compliance with the Specifications and maintenance obligations, and void all representations and warranties by PTFS under this Agreement. All future functionality and Software requirements shall be subject to PTFS' prior written approval.

Maintenance and Support

Knowvation ™ Annual Maintenance and Support

Annual software maintenance includes technical support, software updates, upgrades and access to the Knowvation Support Center.

The Knowvation Support Center includes:

- 24x7/365 access to the Knowvation Support Ticket system
- 24x7/365 access to the Knowvation Support Knowledgebase
- Knowvation Product Documentation
- Support Alerts & Notifications

Technical support is available Monday-Friday, 8:30 am to 5:30 pm EST, excluding Federal holidays by email at knowvation@ptfs.com, online at sc.ptfs.com.

Federal holidays are defined as the following:
New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day