

PLANETTOGETHER, INC.
MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

NOTE: THIS MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT (“AGREEMENT”) WILL ONLY APPLY TO THE EXTENT THAT NO BINDING AGREEMENT, WRITTEN OR ELECTRONIC, (THE “OTHER AGREEMENT”) IS ALREADY IN PLACE BETWEEN CLIENT (DEFINED BELOW) AND PLANETTOGETHER, INC., A CALIFORNIA CORPORATION (“PLANETTOGETHER”), PERTAINING TO THE SOFTWARE AND/OR SERVICES TO WHICH THIS AGREEMENT APPLIES. TO THE EXTENT THAT ANY OTHER AGREEMENT IS IN EFFECT, THEN SUCH OTHER AGREEMENT WILL GOVERN CLIENT’S USE OF THE SOFTWARE (AS DEFINED BELOW) AND THIS AGREEMENT WILL NOT APPLY EVEN IF YOU ARE REQUIRED TO CLICK THE BOX AFFIRMING YOUR CONSENT TO THE TERMS OF THIS AGREEMENT.

BY AGREEING TO THE TERMS OF THIS AGREEMENT, YOU HEREBY AGREE THAT YOU HAVE THE REQUISITE AUTHORITY, POWER AND RIGHT TO FULLY BIND THE PERSON AND/OR ENTITIE(S) (COLLECTIVELY, THE “CLIENT”) WISHING TO USE THE SOFTWARE LISTED ON THE ORDER CONFIRMATION PAGE, PRICING SCHEDULE, QUOTE AND/OR INVOICE (EACH AN “ORDER FORM”) WHICH PLANETTOGETHER OR ONE OF ITS AUTHORIZED RESELLERS (A “RESELLER”) PROVIDES TO CLIENT IN CONNECTION WITH THE PURCHASE OF LICENSES TO THE SOFTWARE AND RECEIPT OF SERVICES DESCRIBED BELOW. THE TERMS OF EACH ORDER FORM WILL SET FORTH THE SPECIFIC TERMS OF THE ORDER AND SHALL BE EFFECTIVE AS OF THE DATE SET FORTH THEREIN (THE “EFFECTIVE DATE”), BUT ALL APPLICABLE TERMS AND CONDITIONS BELOW SHALL APPLY.

IF YOU DO NOT HAVE THE AUTHORITY TO BIND THE CLIENT OR YOU OR THE CLIENT DO NOT AGREE TO ANY OF THE TERMS BELOW, PLANETTOGETHER IS UNWILLING TO PROVIDE SOFTWARE OR SERVICES TO THE CLIENT, AND YOU SHOULD DISCONTINUE THE ORDER PROCESS.

1. ORDERING.

1.1 Order Forms. Under this Agreement Client may order from PlanetTogether licenses to certain of PlanetTogether’s software products and any related Documentation (defined below) (collectively, the “Software”), related support and maintenance services (“Support Services”), and/or training, consulting, implementation or other professional services (collectively “Professional Services”). All Order Forms are incorporated herein by reference. Following PlanetTogether’s acceptance of each Order Form and Client’s payment of any initial Fees (as described below) due under such Order Form, PlanetTogether will make the Software available to Client for download using a password protected account on PlanetTogether’s website.

1.2 Trial Licenses. For Trial Licenses (defined below), Client may register on PlanetTogether’s website for a free trial and PlanetTogether will make a hosted version of the Software available to Client on a trial basis free of charge. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. If Client uploads data to the hosted version of the Software, PlanetTogether will treat such data as Confidential Information under Section 10 below; however, (i) Client is solely responsible such data including taking appropriate measures to back up its data and for taking other measures to prevent any loss of files or data, (ii) PlanetTogether may delete all such Client data at any time during, or upon termination of, the Trial License. Under any Trial License, the Software is provided “AS IS” without any warranty of any kind and Client understands and agrees that the Trial License is specifically and expressly excluded from the warranties and terms set forth in Sections 7.1, 7.2 and 8.

2. SOFTWARE, LICENSE GRANTS AND RESTRICTIONS.

2.1 License Grant. Subject to the terms of this Agreement, and during the License Term (defined in Section 2.2 below), PlanetTogether grants to Client a limited, worldwide, non-exclusive, non-transferable license, without sublicense rights, to (a) download and install the Software set forth in each Order Form onto computer(s) (which are owned and operated solely by Client), (b) permit individual employees and contractors of Client (each a “User”) to use such Software for Client’s own internal business purposes, and (c) make one (1) copy per User of the printed materials accompanying such Software, and any descriptions, instructions, or other documentation located in such Software, if any (collectively, the “Documentation”). The Software is deemed accepted upon Client’s receipt. Upon mutual execution of an Order Form and payment of any initial Fees (as defined in Section 13.1 below) due under such Order Form, PlanetTogether will make the Software available to Client for download on PlanetTogether’s website. For purposes of clarification, number of Users and computers onto which the Software may be installed will be set forth the applicable Order Form. For a Trial License, Client’s license is limited to

access and use of the Software via PlanetTogether's webpage.

2.2 License Duration; Renewals. PlanetTogether may offer to license the Software set forth in each Order Form under either (a) a perpetual license ("Perpetual License") that shall survive as long as this Agreement is in effect or (b) a subscription license ("Subscription License") that shall be effective solely during the subscription term ("Subscription Term") set forth in the Order Form or, (c) a trial license ("Trial License") that shall be effective solely for 30 days, and any renewal, as described in this Section 2.2, collectively, the "License Term"). Client acknowledges that the Software may include functionality that prevents access to and use of the Software in a way that exceeds Client's license (e.g., permitted Users and/or License Term) and/or in the event that Client fails to pay the applicable Fees.

(a) **Subscription Term.** Any Subscription Term will automatically renew (a) for the renewal period specified on the applicable Order Form, if any, or, if not specified, for periods of one (1) year and (b) at the same Fees, with up to a maximum increase in price of 6% plus any increase in the U.S. Producer Price Index over the preceding term, applicable during the immediately preceding term unless either party notifies the other at least thirty (30) days prior to the commencement of the renewal term that it does not intend to renew the License Term upon the same terms. Any increases in Fees for a renewal period in excess of 6% will be communicated to Client at least sixty (60) days prior to the commencement of such renewal period.

(b) **Trial License.** Any Trial License will automatically terminate, together with Client's rights to use Software under such License, on the earlier of (a) the execution of a separate Order Form for a Perpetual License or Subscription License, (b) the expiration of the 30 day trial period, or (c) immediately after one party notifies the other party in writing (including via email) that it is terminating the Trial License.

2.3 Additional Licenses. The number of licenses may be increased by ordering additional licenses from PlanetTogether in accordance with the ordering process set forth in Section 1 above. To the extent that any licenses have been purchased and are in effect ("Existing Licenses") at the time that Client subsequently purchases additional licenses under Section 1 above (each, an "Additional License"), then the License Term pertaining to the Additional Licenses shall equal the period of time remaining on the then-current License Term pertaining to the Existing Licenses so that the License Term for all licenses shall be coterminous, regardless of when purchased and subject to payment of additional Fees for such Additional Licenses, as set forth in the applicable Order Form.

2.4 Additional License Restrictions. Except as otherwise expressly permitted under this Agreement, Client agrees not to: (a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Software or any portion thereof; (b) distribute, transfer, grant sublicenses to, or otherwise make available the Software (or any portion thereof) to third parties, including, but not limited to, making such Software available (i) through resellers or other distributors, or (ii) as an application service provider, service bureau, or rental source; (c) embed or incorporate in any manner the Software (or any element thereof) into other applications of Client or third parties; (d) create modifications to or derivative works of the Software; (e) reproduce the Software except that Client may make up to two archival copies of the Software solely for backup purposes; (f) attempt to modify, alter, or circumvent the license control and protection mechanisms within the Software; (g) use or transmit the Software in violation of any applicable law, rule or regulation, including any export/import laws, (h) in any way access, use, or copy any portion of the Software code (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Software or (i) remove, obscure or alter any copyright notices or any name, trademark, service mark, hyperlink or other designation included on any display screen within the Software ("PlanetTogether Marks"). Client shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions. The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the Software is provided to U.S. Government End Users (i) only as a commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

3. SUPPORT AND MAINTENANCE. Provided that Client has paid the requisite Fees as set forth on the Order Form, PlanetTogether will provide to Client the Support Services set forth in Exhibit A (which is incorporated to this Agreement by reference) for applicable Software set forth in such Order Form. For Perpetual Licenses, Planet Together will provide Support Services for a period of one (1) year commencing on the date PlanetTogether makes software available to Client (the "Support Term"). The Support Term shall automatically renew for additional one (1) year periods at Client's then current rates unless either party notifies the other at least thirty (30) days prior to the expiration of the then current Support Term that it does not intend to renew. Any increases in Fees for a renewal period in excess of 6% will be communicated to Client at least sixty (60) days prior to the commencement of such renewal period. For Subscription License, PlanetTogether will provide Support Services for the duration of the applicable Support Term. PlanetTogether is not obligated to provide

Support Services to Client during a Trial License. Notwithstanding the foregoing, if pursuant to an Order Form, Client has engaged Reseller to provide technical support services (“Reseller Technical Support”), PlanetTogether shall provide only the limited Support Services listed on Exhibit B (“Limited Maintenance”). Reseller, and not PlanetTogether, is solely responsible for Reseller Technical Support.

4. PROFESSIONAL SERVICES. PlanetTogether will perform Professional Services set forth in any mutually agreed upon written statements of work (“SOWs”). Multiple SOWs may be outstanding at any particular time. All SOWs entered into by the parties will specifically reference this Agreement and are deemed incorporated as part of this Agreement. Client acknowledges that the timely and successful performance of Professional Services and delivery of the Deliverables requires good faith cooperation by Client. In the event that any failure by Client to comply with the provisions of this Section 4 results in any delay or deficiency in the performance of the Professional Services by PlanetTogether, PlanetTogether shall not be deemed in breach of this Agreement or the SOW for such delay and Client shall be responsible for any costs reasonably incurred by PlanetTogether in addressing and remedying such delay or deficiency. Notwithstanding the foregoing, if an Order Form states that Client is engaging Reseller to provide services, the Reseller, and not PlanetTogether, is solely responsible for the provision of such Reseller services together with Reseller Technical Support.

5. PUBLICITY. During the term of this Agreement, Client hereby agrees that PlanetTogether shall have the right, but not the obligation, to include Client’s name and logo as a client who uses the Software on the PlanetTogether website and in other materials promoting the Software. PlanetTogether will remove Client’s name and logo from any such list within thirty (30) days upon Client’s written request to do so.

6. PROPRIETARY RIGHTS. As between the parties, PlanetTogether and its suppliers will retain all ownership rights in and to the PlanetTogether Marks, the Software, the Deliverables, the Specifications, the Documentation, all Updates, all other derivative works of the Software and/or Documentation and all work product that is provided by PlanetTogether, and all intellectual property rights incorporated into or related to the foregoing (except to the extent any of the foregoing incorporates Client’s Confidential Information). Client acknowledges that the goodwill associated with the PlanetTogether Marks belongs exclusively to PlanetTogether. All rights not expressly licensed by PlanetTogether under this Agreement are reserved. Each party will retain all ownership rights in and to its Confidential Information.

7. WARRANTIES AND DISCLAIMER.

7.1 Software. PlanetTogether warrants that the Software, as delivered and when used in accordance with the Documentation will perform in all material respects as specified in such Documentation for a period of ninety (90) days from Client’s initial receipt of or access to the Software, provided that the Software may include functionality that prevents access to and use of the Software in the event that Client fails to pay the applicable Fees when due (“Performance Warranty”). In the event of any breach of the Performance Warranty, PlanetTogether shall, as its sole liability and Client’s sole remedy, diligently remedy any deficiencies that cause the Software to not conform to the foregoing warranty promptly after its receipt of written notice from Client. PlanetTogether will not be liable to the extent that any breach of the Performance Warranty is caused by (a) third-party components (including in combination with the Software) not provided by PlanetTogether; (b) modifications to the Software; (c) unauthorized use or use of the Software other than in accordance with the Documentation; or (d) Reseller Services. Client’s exclusive remedy for a breach of this limited warranty is to return any allegedly defective Software and PlanetTogether, at its option, will replace it or refund any Fees paid for the Software.

7.2 Professional Services. PlanetTogether warrants that all Professional Services performed by PlanetTogether will be performed in a professional and workmanlike manner. In the event of any breach of the foregoing warranty, PlanetTogether shall, at its own cost and as its sole liability and Client’s sole remedy, diligently remedy any deficiencies that cause the Professional Services to not conform to the foregoing warranty promptly after its receipt of written notice from Client.

7.3 Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTIONS 7.1 AND SECTION 7.2, THE SOFTWARE, PROFESSIONAL SERVICES (INCLUDING WITHOUT LIMITATION ALL DELIVERABLES) AND SUPPORT SERVICES ARE PROVIDED “AS IS” AND ALL OTHER CONDITIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY CONDITIONS OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, TITLE, MERCHANTABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE ARE HEREBY DISCLAIMED. PLANETTOGETHER DOES NOT WARRANT THAT CLIENT’S USE THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ERRORS WILL BE CORRECTED. NOTWITHSTANDING THE FOREGOING, SOFTWARE PROVIDED UNDER A TRIAL LICENSE IS PROVIDED “AS IS” WITHOUT ANY WARRANTY OF ANY KIND.

8. INDEMNIFICATION. PlanetTogether will defend or settle, at its own expense, any third party claim or suit against Client alleging that the Software infringes or misappropriates any U.S. trademark, copyright, or trade secret. PlanetTogether will also pay all damages and costs that by final judgment may be assessed against Client due to such infringement. PlanetTogether’s obligation as set forth in the foregoing

paragraph is expressly conditioned upon the following: (1) that PlanetTogether shall be notified promptly in writing by Client of any claim or suit; (2) that PlanetTogether shall have sole control of the defense or settlement of any claim or suit; and (3) that Client shall cooperate with PlanetTogether in a reasonable way to facilitate the settlement or defense of any claim or suit. PlanetTogether has no obligation under this Section 8 with respect to any claim based upon or otherwise relating to: (a) any use of the Software that is not authorized by this Agreement; (b) the combination of the Software with other products, services, equipment, software, or data not supplied by PlanetTogether; (c) any modification of the Software by any person other than PlanetTogether or its authorized agents; or (d) Reseller Services.

9. LIMITATIONS ON LIABILITY. TO THE EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO FAILURE TO PAY AMOUNTS PROPERLY OWED OR VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, (A) IN NO EVENT SHALL EITHER PARTY (AND/OR ITS LICENSORS) BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) EITHER PARTY'S (AND/OR ITS LICENSORS) AGGREGATE CUMULATIVE LIABILITY TO THE OTHER PARTY, IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE SOFTWARE, SERVICES AND INTELLECTUAL PROPERTY PROVIDED HEREUNDER SHALL NOT EXCEED, IN THE AGGREGATE AND REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, THE TOTAL OF THE FEES ACTUALLY PAID AND THE FEES PAYABLE TO PLANETTOGETHER BY CLIENT UNDER THIS AGREEMENT DURING THE ONE (1) YEAR PERIOD PRIOR TO THE DATE THAT SUCH LIABILITY FIRST ARISES. THESE LIMITS APPLY REGARDLESS OF THE FORM OF CLAIM (CONTRACT, TORT OR OTHERWISE) AND EVEN IF THIS SECTION 9 IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. IN SUCH EVENT, LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

10. CONFIDENTIALITY. "Confidential Information" means, with respect to a party (the "disclosing party"), information that pertains to such party's business, including, without limitation, technical, marketing, financial, employee, planning, product roadmaps, performance results, pricing, and other confidential or proprietary information. Confidential Information will be designated and/or marked as confidential when disclosed, provided that any information that the party receiving such information (the "receiving party") knew or reasonably should have known, under the circumstances, was considered confidential or proprietary by the disclosing party, will be considered Confidential Information of the disclosing party even if not designated or marked as such. The receiving party shall preserve the confidentiality of the disclosing party's Confidential Information and treat such Confidential Information with at least the same degree of care that receiving party uses to protect its own Confidential Information, but not less than a reasonable standard of care. The receiving party will use the Confidential Information of the disclosing party only to exercise rights and perform obligations under this Agreement. Confidential Information of the disclosing party will be disclosed only to those employees and contractors of the receiving party with a need to know such information. The receiving party shall not be liable to the disclosing party for the release of Confidential Information if such information: (a) was known to the receiving party on or before effective date of the first Order Form without restriction as to use or disclosure; (b) is released into the public domain through no fault of the receiving party; (c) was independently developed solely by the employees of the receiving party who have not had access to Confidential Information; or (d) is divulged pursuant to any legal proceeding or otherwise required by law, provided that, to the extent legally permissible, the receiving party will notify the disclosing party promptly of such required disclosure and reasonably assists the disclosing party in efforts to limit such required disclosure.

11. TERM, TERMINATION AND EFFECT.

11.1 Term and Termination. This Agreement shall continue in effect until terminated as set forth herein. The initial License Term for each license purchased will be as set forth in the applicable Order Form. This Agreement or any SOW, if applicable, may be terminated (a) by either party if the other party materially breaches this Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching party (except that such cure period shall be five (5) days for breaches of Sections 2 or 10). Additionally, a particular Order Form may be terminated or suspended by PlanetTogether in the event that Client fails to pay applicable Fees when due. This Agreement may be terminated by either party by providing written notice at any time that no Order Form or SOW is outstanding.

11.2 Effect. Upon any termination of this Agreement, without prejudice to any other rights or remedies which the parties may have, (a) all rights licensed and obligations required hereunder shall immediately cease; provided that Sections 2.4, 6 through 13 shall survive termination, (b) Client will promptly delete and destroy all instances of the Software in its possession or control, and (c) Client shall pay to PlanetTogether any outstanding Fees that have accrued prior to the date of termination.

12. FEES AND PAYMENT. Subject to the terms and conditions below, all license fees, Support Services fees, and Professional Services fees (collectively, the “Fees”) will be set forth on the applicable Order Form or the applicable SOW.

12.1 Perpetual Licenses. For Perpetual Licenses, the license fee for the Software shall be a one-time payment made no later than the date set forth on the applicable Order Form and the Support Services Fees shall be payable annually in advance for the provision of such Support Services for the applicable Support Term. In the event that Support Term lapses due to Client’s election not to renew, Client may thereafter renew Support Services only upon full payment of (i) PlanetTogether’s then current fees for Support Services, plus (ii) a reinstatement fee equal to 100% PlanetTogether’s then current rates for Support Services, prorated for the portion of the period of lapse.

12.2 Subscription Licenses. For Subscription Licenses, the fees for the licensed rights to use the Software as well as the applicable Fees for Support Services shall be included in the single Fee for the applicable Subscription Term as set forth on the relevant Order Form. All such Fees must be paid annually in advance.

12.3 Payment Terms. Unless otherwise agreed to in writing by the parties in an Order Form, Client will pay to PlanetTogether or Reseller, as applicable, all Fees owed (i) by check or wire transfer in advance of the applicable initial License Term, initial Support Term or performance of Professional Services, (ii) in advance by check, wire transfer, or credit card for any renewal Subscription Term or renewal Support Term (and PlanetTogether will automatically charge Licensee’s designated credit card for all applicable Fees). If the applicable Order Form states that Client will pay for Professional Services by credit card, PlanetTogether will automatically charge Client’s credit card for all applicable Fees for such Professional Services at the end of each PlanetTogether billing cycle (currently every two weeks). Unless otherwise agreed to in writing by the parties in an Order Form, Licensee must maintain a current credit card on file with PlanetTogether. Licensee will indemnify PlanetTogether for any costs incurred in connection with its attempts to collect Fees that are due but not paid on time (e.g. due to unauthorized credit card). Client agrees that any payment disputes will be settled directly with PlanetTogether and Client will not dispute any such charges with its credit card company. Any Fees due under this Agreement or any Order Form or SOW which are not paid as of the applicable due date shall be charged to Licensee’s designated credit card. If designated credit card is expired, unavailable, or otherwise unable to be charged, Licensee shall be subject to a late payment charge of one and one half percent (1-1/2%) and shall thereafter bear interest at a rate equal to the lesser of (a) the maximum amount permitted by law and (b) eighteen percent (18%) per annum until paid. Each party is responsible for its own expenses under this Agreement, except that when travel is requested and/or approved by Client, PlanetTogether shall be reimbursed for actual, reasonable travel and travel-related expenses, incurred during the course of performing Professional Services and/or on-site Support Services. Other payment terms will be as set forth on the Order Form or applicable SOW. ALL FEES PAID HEREUNDER ARE NON-REFUNDABLE. Any prepaid and unused Fees for Professional Services will be credited to Client and may be applied to future Fees due hereunder.

13. MISCELLANEOUS. The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, agency relationship or a joint venture between the parties. Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, labor disputes and strikes, riots, war and governmental requirements. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay. The terms of this Agreement shall be binding on the parties, and all successors to the foregoing. Neither party will assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the other party’s prior written consent except pursuant to a transfer of all or substantially all of such party’s business and assets, whether by merger, sale of assets, sale of stock, operation of law or otherwise. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void. All modifications to or waivers of any terms of this Agreement must be in a writing that is signed by the parties hereto and expressly references this Agreement. This Agreement shall be governed by the laws of the State of California, without regard to California conflict of laws rules. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to this Agreement shall be the state or federal courts located in San Diego County, California. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or enforcement of this Agreement. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. This Agreement includes any SOWs and Order Forms agreed to by the parties in writing and all expressly referenced documents. Collectively the foregoing constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications, including, without limitation, any quotations or Order Forms submitted by PlanetTogether. The terms on any purchase order or similar document submitted by Client to PlanetTogether will have no effect and are hereby rejected. All notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, or by certified or registered mail, (postage prepaid and return receipt requested) to the other

party at the address set forth on at the beginning of this Agreement and are deemed delivered when received. If any legal action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which it may be entitled.

**PlanetTogether Support Services
Exhibit A**

During the Support Term, PlanetTogether shall use commercially reasonable efforts to provide to Client the Support Services in accordance with the terms of the Agreement and this Exhibit. Support Services are included with Subscription Licenses and for the first year for Perpetual Licenses, unless Client has purchased Reseller Technical Support from an authorized Reseller, in which case Support Services in this Exhibit A do not apply. Any lapses in plans for Support Services must be paid at the time of re-establishment of a plan, at PlanetTogether’s then-current list prices. Client is responsible for PlanetTogether’s expenses for on-site Support Services as set forth in the Agreement.

1. Items Covered by Support Services.

- a) Access to all updates, upgrades and fixes to the current release of the Software as they are made generally available by PlanetTogether to customers generally for no additional cost (collectively, “Update”);
- b) Remote installation of Software on Client’s server and creation of new test instances for Upgrades;
- c) Any custom add-ins Client uses are upgraded to the newest software release;
- d) Support for any Software errors (“bugs”) by e-mail, phone & Web;
- e) Learning center, knowledge base & Web help access;
- f) Ongoing educational webinars (as they are made generally available by PlanetTogether);
- g) Access to engage PlanetTogether for Professional Services (for an additional fee);
- h) Periodic Optimization Services phone meetings to guide Client in future opportunities for improved system use and performance
- i) Access to Analytics (user fees may be required)

2. Items Not Covered by Support Services. Support Services do not include the following:

- (a) Support or maintenance involving third-party components not provided by PlanetTogether;
- (b) Any services involving custom integration or modifications to the Software;
- (c) use of the Software other than as described in the Documentation.

3. Client Obligations. Client agrees to provide PlanetTogether with all information and materials requested by PlanetTogether for use in resolving an incident and correcting an error or other problem with the Software reported by Client. Client acknowledges that PlanetTogether must rely on the Client to help PlanetTogether identify the Priority Category (defined below) associated with a given incident. Client may call PlanetTogether’s technical support team for an update to the status of an open incident or to request that the open incident be re-prioritized. All such calls must be made to a member of PlanetTogether’s technical support team. Client hereby grants PlanetTogether a perpetual and irrevocable right to use any recommendations, suggestions, or other feedback provided by Client pertaining to the Software or Support Services.

4. Business Hours. PlanetTogether will provide telephone support during its regular business hour, excluding PlanetTogether holidays.

5. Response Times. PlanetTogether will use commercially reasonable efforts to (i) respond to Client’s support requests within four (4) Business Hours of receipt of Client’s request (or will notify Client in the event the answer time is expected to exceed 4 hours) and (ii) resolve reported Priority 1 incidents within five (5) business days but does not guarantee such compliance. Reported incidents will be deemed resolved if PlanetTogether (a) provides a reasonable solution to the incident; (b) provides a reasonable work-around to the incident; (c) determines in its sole discretion that the incident is an enhancement request and forwards the request to PlanetTogether’s development team; (d) escalates the incident/bug to PlanetTogether development team for review; or (e) determines that the incident is a custom installation or programming issue that is not covered by this Agreement.

Priority Level	Definition
1	A Priority Level 1 issue has significant to critical business impact on a production system, resulting in Client’s production system being either down, or functioning at a significantly reduced capacity.

2	A Priority Level 2 issue has some business impact on a production system, resulting in some functionality loss on Client's production system. The Software is usable, but does not provide a function in the most convenient or expeditious manner.
3	A Priority Level 3 issue is for reporting non-production problems where no feedback by PlanetTogether is required.

PlanetTogether Limited Maintenance
Exhibit B

During the Support Term for Limited Maintenance, PlanetTogether shall use commercially reasonable efforts to provide to Client the Limited Maintenance in accordance with the terms of the Agreement and this Exhibit B. Limited Maintenance is included with Subscription Licenses and for the first year for Perpetual Licenses when Client has purchased Reseller Technical Support from an authorized Reseller. Any lapses in plans for Limited Maintenance must be paid at the time of re-establishment of a plan, at PlanetTogether's then-current list prices.

1. Items Covered by Limited Maintenance.

- a) Access to all updates, upgrades and fixes to the current release of the Software as they are made generally available by PlanetTogether to customers generally for no additional cost (collectively, "Update");
- b) Any custom add-ins Client uses are upgraded to the newest software release;
- c) Learning center, knowledge base & Web help access;
- d) Ongoing educational webinars (as they are made generally available by PlanetTogether);
- e) Access to engage PlanetTogether for Professional Services (for an additional fee);
- f) Access to Analytics (user fees may be required)