

SOFTWARE LICENSE AGREEMENT

This software license agreement (“**Software License Agreement**”) is entered into as of January 1st 2022 (the “**Effective Date**”) between [COMPANY NAME], [ADDRESS] (“**Licensee**” or “**You**”) and Four J's Development Tools Europe Limited, a limited company registered in Ireland having a principal place of business at Suite 5, Rineanna House, Shannon Free Zone, Shannon V14 CA36, Co Clare, Ireland (“**Four J's**”). For the purposes of this Software License Agreement, Licensee is also a Reseller. (“**Licensee**” or “**You**”) and Four J's Development Tools Europe Limited, a limited company registered in Ireland having a principal place of business at Suite 5, Rineanna House, Shannon Free Zone, Shannon V14 CA36, Co Clare, Ireland (“**Four J's**”). For the purposes of this Software License Agreement, Licensee is also a Reseller.

In consideration of the mutual covenants contained in this Software License Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS.

As used in this Software License Agreement:

“**Annual Report**” shall have the meaning ascribed in Section 7.1(D).

“**Confidential Information**” shall have the meaning ascribed in Section 14.2.

“**Developed Application**” means an application developed by Licensee that uses the Licensed Software.

“**Disclosing Party**” shall have the meaning ascribed in Section 14.2.

“**Documentation**” means the user manuals (in written or electronic form) provided to Licensee along with the Licensed Software.

“**End User**” means a person or entity acquiring a license to the Licensed Software for its own use and not for resale, redistribution or remarketing. In the case of a Reseller who internally uses the Licensed Software, such Reseller is deemed an End User.

“**Executable Code**” means the fully compiled version of a software program that can be executed by a computer and used by an End User without further compilation.

“**Feedback**” shall have the meaning ascribed in Section 14.1(B).

“**Four J's Trademarks**” means the trademarks, trade names, logos, and designations, which from time to time may be approved by Four J's in writing for use with and in connection with the Licensed Software.

“**Genero Enterprise Deployment Module**” means any Genero Enterprise runtime module needed to execute Developed Applications and any modified, updated, or enhanced versions thereof that Four J's may provide to Licensee pursuant to this Software License Agreement or to the Support and Maintenance Agreement.

“**Genero Enterprise Development Kit**” means the Genero Enterprise development framework, including *Genero Studio*, and any modified, updated or enhanced versions thereof that Four J's may provide to Licensee pursuant to this Software License Agreement or to the Support and Maintenance Agreement.



“**Genero Enterprise**” means the Genero Business Development Language (BDL) compiler, Genero Report Writer and Genero Mobile.

“**Genero Mobile Deployment Module**” means any Genero Mobile runtime modules needed to execute Developed Applications and intended for redistribution by Licensee and any modified, updated or enhanced versions thereof that Four J's may provide to Licensee pursuant to this Software License Agreement or to the Support and Maintenance Agreement.

“**Genero Mobile Development Kit**” means the Genero Mobile development framework, including *Genero Studio*, and any modified, updated or enhanced versions thereof that Four J's may provide to Licensee pursuant to this Software License Agreement or to the Support and Maintenance Agreement.

“**Initial Term**” shall have the meaning ascribed in Section 13.1.

“**Invoiced Revenue**” means any and all Revenues invoiced in connection with Licensed Software Related Revenue, Maintenance and Support Related Revenue and Professional Services Revenue.

“**Licensed Software**” means any of the Genero Enterprise Deployment Module, Genero Enterprise Development Kit, Genero Mobile Deployment Module, and Genero Mobile Development Kit for the Four J's products set forth on Schedule IV as provided under a license in accordance with this Software License Agreement or the Support and Maintenance Agreement.

“**Licensed Software Related Revenue**” means all Revenues derived from or related to a Developed Application including, but not limited to, downloading, installing or any other use thereof.

“**License Activation Key**” means the serial number that is provided to Licensee by Four J's and is required to unlock the Licensed Software to allow it to function.

“**Marketing Materials**” means the brochures, manuals, technical specification sheets, demonstrations, presentations and other marketing sales literature and media provided by Four J's to Reseller for use in marketing and selling the Licensed Software.

“**Minimum Royalty Commitment**” shall have the meaning ascribed in Section 7.1.

“**New Products**” means new products, features, or functionalities that Four J's elects to provide or license to its customers on a separate or stand-alone basis or for which Four J's otherwise charges a separate or additional fee or receives additional compensation. New Products specifically excludes Updates of the Licensed Software.

“**Professional Services Revenue**” means all Revenues corresponding to professional services in relation to a Developed Application, including, but not limited to, training, implementation, data conversion, custom development and any other services.

“**Receiving Party**” shall have the meaning ascribed in Section 14.2.

“**Renewal**” shall have the meaning ascribed in Section 13.1.

“**Reseller**” means the Licensee who is a non-exclusive independent software vendor that creates and licenses Developed Applications in the Territory.

“**Revenue**” or “**Revenues**” means any and all consideration, including all cash and cash equivalents, upfront payments, fixed or periodic fees, loans and other debt, equity, and investment payable, invoiced or received by Licensee.

“**Royalty Fee**” shall have the meaning ascribed in Section 7.1

“**Support and Maintenance Agreement**” means Support and Maintenance Agreement attached hereto as Schedule II.

“**Support and Maintenance Related Revenue**” means all Revenues corresponding to support and/or maintenance in relation to a Developed Application including, but not limited to, support and recurring maintenance.

“**Source Code**” means the human-readable version of a software program that can be compiled into Executable Code.

“**Subscription License**” means a license with a defined Term for the Genero Enterprise Deployment Kit, Genero Mobile Deployment Kit, Genero Enterprise Development Kit and/or Genero Mobile Development Kit. Upon payment of the Fees described in Section 7.1, the Subscription License will include maintenance and support services for both the development kit and the applicable deployment module equal to the then current Term of the Subscription License. Four J’s will use commercially reasonable efforts to provide Licensee with maintenance and support for the Licensed Software in accordance with its standard practices or pursuant to the Support and Maintenance Agreement, as applicable in accordance with the terms of Licensee’s subscription.

“**Territory**” means **TERRITORY**, (subject always to any US export control or trade regulations prohibiting the use or export of the Licensed Software), except as may be expanded upon approval of Four J’s (such approval not to be unreasonably withheld) based on the projected sales forecasts of the Reseller delivered to Four J’s pursuant to Section 6.12.

“**Term**” shall have the meaning ascribed in Section 13.1.

“**Term Year**” shall have the meaning ascribed in Section 13.1.

“**Termination Fee**” shall have the meaning ascribed in Section 13.5.

“**Third Party Code**” shall have the meaning ascribed in Section 2.3.

“**Update**” or “**Updates**” means a change or new release of the Licensed Software and/or Documentation designed to correct a failure of the Licensed Software to function substantially in accordance with the Documentation.

“**Winding Down Period**” shall have the meaning ascribed in Section 13.4.

2. LICENSE GRANTS, RESELLER APPOINTMENT, AND DOWNLOAD AND INSTALLATION.

2.1. License.

- A. As an End User, subject to Licensee’s full compliance with the terms and conditions of this Software License Agreement, during the Term except as otherwise specified in Section 13.4(A), Four J’s grants to Licensee:
 - i. a non-exclusive, non-transferable license to use the Genero Enterprise Development Kit and Genero Mobile Development Kit (in Executable Code form only) for Licensed Software set forth on Schedule IV on any device that the Licensee owns or controls and

- ii. a non-exclusive, non-transferable, license to use the Genero Enterprise Deployment Module and Genero Mobile Deployment Module (in Executable Code form only) for Licensed Software set forth on Schedule IV solely as part of a Developed Application.
 - iii. The Licensed Software may only be used in accordance with the Documentation. Four J's grants to Licensee a non-exclusive, non-transferable license to use the Documentation.
- B. As a Reseller, subject to Licensee's full compliance with the terms and conditions of this Software License Agreement, during the Term, Four J's grants to Licensee:
- i. a non-exclusive, non-transferable license to distribute to End Users and use the Genero Enterprise Development Kit and Genero Mobile Development Kit (in Executable Code form only) for the Licensed Software set forth on Schedule IV on any device that the Licensee owns or controls and
 - ii. a non-exclusive, non-transferable license to distribute and use the Genero Enterprise Deployment Module and Genero Mobile Deployment Module (in Executable Code form only) for the Licensed Software and services set forth on Schedule IV.
 - iii. Licensee shall not distribute Genero Enterprise Deployment Module or Genero Mobile Deployment Module on a standalone basis; the Licensee may distribute the Licensed Software only with a Developed Application.
 - iv. The Licensed Software may only be used in accordance with the Documentation. Four J's grants to Licensee a non-exclusive, non-transferable license to use the Documentation.

2.2. Reseller Appointment and License.

As a Reseller, subject to Licensee's compliance with the terms and conditions of this Software License Agreement, the following provisions apply to Licensee:

- A. Four J's hereby appoints Licensee, and Licensee hereby accepts such appointment, as a Reseller for the Territory during the Term.
- B. In addition to the license set forth in Section 2.1(B), Four J's also grants to Reseller a non-exclusive, non-transferable, sublicensable license during the Term in the Territory to:
 - i. download, copy, and distribute the Licensed Software to provide evaluation copies of the Licensed Software without charge to prospective End Users, provided, that such evaluation use shall last no longer than a single ninety (90) day period per customer and shall be subject to the terms set forth on Schedule V;
 - ii. download, install, and use the Licensed Software on an End User's computer or environment, on behalf of the End User only for purposes of installation of the Licensed Software;
 - iii. download, install, use, and copy the Licensed Software for demonstration to End Users on Reseller's computers, provide support to End Users pursuant to the Support and Maintenance Agreement, and for internal training purposes;
 - iv. copy, reproduce, and distribute the Documentation only in connection with the exercise of license grants in this Section 2.2(B); and
 - v. copy, reproduce, publicly display, publicly perform, and distribute the Marketing Materials.

- C. Reseller may license copies of the Licensed Software in accordance with this License Agreement to its customers but may not sell copies, and neither Reseller nor its customers will receive title or ownership of any copy or of the Licensed Software itself.
- D. The Reseller shall not distribute copies of the Licensed Software to any customer that does not first sign a written contract with limits on Licensed Software rights no less restrictive than those set forth in Section 2.1 or does not agree to the end user license agreement.
- E. Licensee shall not distribute the Licensed Software on a standalone basis; the Licensee may distribute the Licensed Software only with a Developed Application.

2.3. Open Source Terms.

The Licensed Software is delivered with certain items of independent, third-party code that are licensed under separate terms provided by the authors or licensors (“**Third Party Code**”). The Third Party Code is licensed under the terms of the license that accompanies such Third Party Code. Nothing in this Software License Agreement limits Your rights under, or grants You rights that supersede, the terms and conditions of any applicable license for any Third Party Code. Except for Sections 10 (*Warranties*) and 12 (*Limitation of Liability*), none of the terms of this Software License Agreement apply to such Third Party Code. In particular, nothing in this Software License Agreement grants or restricts Your right to copy, modify, and distribute such Third Party Code itself. Notwithstanding any contrary provisions in this Software License Agreement, for Third Party Code licensed under the “*LGPL*,” if applicable, You may modify only the portions of the Licensed Software that are linked with such Third Party Code solely for Your own use, and reverse engineer the Licensed Software solely to the limited extent necessary for debugging such modifications.

2.4. Download and Installation.

Subject to the terms of this Agreement, Four J’s shall timely make the Licensed Software available to Licensee for download. Upon download of the Licensed Software by Licensee, if Licensee licensed the Licensed Software directly from Four J’s, Four J’s shall provide Licensee with a License Activation Key. Licensee will be responsible for installing the Licensed Software as permitted under this Software License Agreement. If required for access to the Licensed Software, Four J’s shall timely make an updated License Activation Key available to Licensee prior to the end of each calendar year of the Term, which License Activation Key will be functional for the following year of the Term.

2.5. Updates.

During the Term, Four J’s will provide certain enhancements and Updates to Licensee, if and when available. If Four J’s provides Licensee with any Update of the Licensed Software, Licensee agrees to adopt such Update within ninety (90) days of the release of each such Update and Reseller shall adopt any such Updates and use commercially reasonable efforts to cause End Users to adopt such Updates within ninety (90) days of the release of each such Update. If any such Update is deemed urgent by Four J’s in its reasonable, good faith discretion, Licensee shall make every reasonable effort to adopt such urgent Update as soon as possible and Reseller shall make every reasonable effort to cause End Users to adopt such urgent Update as soon as possible.

3. RESTRICTIONS ON USE.

Licensee acknowledges that the Licensed Software and its structure, sequence, organization and Source Code constitute valuable trade secrets of Four J’s and/or its suppliers. Accordingly, except as specifically authorized herein, Licensee agrees not to:

- A. modify, adapt, alter, translate, or create derivative works from the Licensed Software;
- B. except in conjunction with a Subscription License, lease, rent, loan, create a hosting or cloud service or otherwise transfer the Licensed Software to or by any third party;
- C. reverse engineer, decompile, disassemble, or otherwise attempt to derive the Source Code of the Licensed Software;
- D. port the Licensed Software to other operating systems, development platforms, or languages or hardware specifications; or
- E. otherwise use or copy the Licensed Software.

Notwithstanding the foregoing, decompiling the Licensed Software is permitted to the extent the laws of Licensee's jurisdiction give Licensee the right to do so to obtain information necessary to render the Licensed Software interoperable with other software; provided, however, that Licensee must first request such information from Four J's and Four J's may, in its sole discretion, either provide such information to Licensee or impose reasonable conditions, including a reasonable fee, on such use of the Licensed Software to ensure that Four J's' and its supplier's proprietary rights in the Licensed Software are protected. Licensee agrees not to use the licensed rights granted to the Licensed Software to develop or market a product similar to or competitive with the Licensed Software.

4. APP DEVELOPMENT AND DISTRIBUTION.

4.1. Developer License.

Licensee acknowledges and agrees that Licensee shall comply with all applicable third-party terms when developing a Developed Application, including entering into a developer license agreement, enterprise license agreement, or other similar agreement as may be required by a third party in order to develop and/or distribute an application on such third party's platform (e.g., iOS Developer Program License Agreement).

4.2. End User License Agreement.

When distributing Developed Applications, Licensee shall include in its end user license agreement an acknowledgement that such agreement is concluded between Licensee and the end user of the Developed Application only, and not with Four J's or any third party, and Licensee is solely responsible for Developed Applications and the content thereof. The end user license agreement may not provide for usage rules for Developed Applications that are less restrictive than, or in conflict with, the usage rules set forth in the applicable third party terms relevant for distributing Developed Applications or in any third party end user license agreement minimum terms guidelines.

4.3. Indemnity.

The Licensee will indemnify, defend, and hold harmless at its own expense any action against Four J's brought by any third party, including its customers and End Users, to the extent that the action arose from distribution of Developed Applications.

5. MAINTENANCE AND SUPPORT.

5.1. Maintenance and Support.

Upon payment of the fees described in Section 7.1, Licensee shall receive Licensed Software that includes software maintenance or support. Resellers will use best commercial efforts to ensure that all End Users licensing Licensed Software from Reseller also purchase support from Reseller. Such support will be provided by Reseller and Four J's in accordance with the Support and Maintenance Agreement. A description of Maintenance and Support is provided in Schedule II.

5.2. Training.

- A. If End User licenses the Licensed Software directly from Four J's, subject to Licensee purchasing support and timely payment of all fees, Four J's will provide training services to End Users upon demand of End Users.
- B. Reseller shall ensure that it receives adequate pre-sale and post-sale training such that Reseller's personnel are competent and capable of providing high-quality professional services to End Users to the reasonable satisfaction of Four J's. Reseller shall also provide training services to End Users upon demand of End Users. The list of training services available to Reseller is available at <http://www.4js.com/en/training>.

5.3. Version Support.

Four J's shall have no obligation to maintain or support any version other than the then current version (CVS – Current Version Support) and two immediate prior minor versions (PVS – Prior Version Support) of the Licensed Software.

6. RESELLER TERMS.

If Licensee is a Reseller, the following provisions set forth in this Section 6 shall apply to Licensee:

6.1. Software License Agreement with End Users.

The Licensed Software is subject to license and not sale. Before any copy of the Licensed Software may be used or distributed hereunder, Reseller, at its option, with respect to each copy of the Licensed Software, shall ensure that:

- A. the End User (and not any Reseller employee or agent) licensing the Licensed Software clicks through Four J's software license agreement prior to using the Licensed Software or
- B. the Reseller executes a Four J's software license agreement with every End User receiving any license with respect to the Licensed Software and provides the original executed copy of the software license agreement to Four J's, which Four J's may demand, and Reseller will grant, the right to receive upon request.

6.2. Reseller Covenants.

Reseller shall:

- A. not engage in any deceptive, misleading, or unethical practices,



- B. comply with all applicable laws and regulations in performing its duties hereunder and in all of its dealings with respect to the Licensed Software,
- C. make no representations or guarantees that are deceptive, misleading, inconsistent with or more extensive than Four J's then-current Documentation or Software License Agreement,
- D. maintain a valid resale certificate from local tax authorities, if required by local law, and submit proof thereof to Four J's upon request.

6.3. Professional Services Ordering

All purchase orders with respect to requested training and professional services pursuant to Section 7.2 shall be placed by Licensee and shall refer to this Software License Agreement. The terms and conditions of the Licensee's standard purchase order (or any other document submitted) that conflict with or in any way purport to amend any of the terms and conditions of this Software License Agreement are hereby specifically objected to and will be of no force or effect. Four J's will use commercially reasonable efforts to meet the requested delivery availability dates and quantities for any purchase order it accepts. Four J's reserves the right to reject orders for any commercially reasonable reason that is not in conflict with this Agreement. In addition, Four J's may cancel any order previously accepted if not yet delivered, for any commercially reasonable reason that is not in conflict with this Agreement.

6.4. Reserved Rights.

Four J's reserves the right at any time, at its sole discretion and without liability or notice to Reseller, inside or outside the Territory, to: (a) increase or decrease the number of its authorized resellers; and (b) sell, resell or otherwise distribute the Licensed Software to End Users, using its own personnel or independent resellers or sales representatives.

6.5. New Products.

From time to time, Four J's may notify Reseller of New Products. Upon the agreement of Four J's and Reseller, Four J's will provide New Products to Reseller under an amendment to this Software License Agreement that specifies the payment, license, support and maintenance, training, and other relevant terms and conditions for such New Products. Except as otherwise agreed by Four J's and Reseller, such New Products will become part of the Licensed Software and licensed to Reseller hereunder and Schedule IV will be updated to include a description of such New Products.

6.6. Marketing Obligations.

Four J's and Reseller shall meet the Marketing Commitments in Schedule III.

6.7. Trademark License Grant.

During the Term and subject to Reseller's compliance with the terms and conditions of this Software License Agreement, Four J's hereby grants Reseller a non-exclusive, non-transferable (except in connection with a permitted assignment), limited license to reproduce and use the Four J's Trademarks specifically for Reseller's advertisement, promotion, and sale of licenses to the Licensed Software in accordance with this Agreement. Reseller's use of such Four J's Trademarks will be in accordance with Four J's trademark usage policies, as modified by Four J's from time to time. Upon prior notice to Reseller, Four J's may inspect Reseller's use of Four J's Trademarks.



6.8. Private Branding.

Except to the extent expressly permitted hereunder, Reseller shall only sell, advertise or promote the Licensed Software under or using the Four J's Trademarks. Reseller may add its trademarks, trade names, logos and other designations to Marketing Materials and Documentation; provided that it remains clear that Four J's is the source of the Licensed Software.

6.9. No Reseller Rights.

All goodwill arising from Reseller's use of the Four J's Trademarks shall accrue to Four J's. At no time during or after the Term shall Reseller challenge or assist others to challenge Four J's Trademarks (except to the extent such restriction is expressly prohibited by applicable law) or the registration thereof or attempt to register any trademarks, marks or trade names confusingly similar to those of Four J's. Upon expiration or termination of this Software License Agreement, Reseller shall immediately cease to use all Four J's Trademarks.

6.10. Protection of Four J's Intellectual Property Rights and Confidential Information.

Reseller will take all actions reasonably requested by Four J's to protect Four J's intellectual property rights and Confidential Information in connection with Reseller's exercise of rights granted hereunder. Reseller will immediately notify Four J's of any breach of the Software License Agreement or infringement of Four J's intellectual property rights by any End User. Reseller will cooperate with Four J's in any legal action or other reasonable measures to prevent or stop such breach or infringement.

6.11. Point of Sale Reports.

Reseller shall maintain accurate records of all End Users, including the company name, contact name, zip/postal code, address, country, telephone number and electronic email address of each End User, the quantity, name and reference of Licensed Software and any support and maintenance subscriptions with respect to the Licensed Software purchased by each End User and any further information that Four J's may reasonably request directly related to Reseller's license of the Licensed Software to End Users. Reseller shall deliver such point of sale reports to Four J's within thirty (30) calendar days after the end of each quarter during which one or more End Users licensed the Licensed Software.

6.12. Sales Forecasts.

At the beginning of each calendar quarter, Reseller shall provide to Four J's a non-binding, rolling forecast of its anticipated Licensed Software sales for the next four calendar quarters.

6.13. Review.

After the first anniversary of the Effective Date and on each anniversary thereafter, Reseller and Four J's shall meet to review the relationship between the parties. Such review shall be conducted in good faith and shall include without limitation the following areas: products, support and maintenance, and sales and marketing.

6.14. Independent Contractor.

In all matters relating to this Software License Agreement, Reseller will act as an independent contractor. Neither the Reseller nor Four J's will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, or to represent the other party as agent, employee, franchise, or in any other capacity.

6.15. No Conflict.

Reseller agrees that, during the term of this Software License Agreement, it will not develop, market, promote, solicit orders for, offer for sale or license, or distribute in any manner, directly or indirectly, any software, products or services that are competitive with the Licensed Software (i.e., relating to compilation or translation of Informix-4GL), without Four J's prior written consent.

6.16. Non-Solicitation.

Reseller shall not directly or indirectly: (i) hire or offer to hire any existing employee of Four J's, nor (ii) solicit for business any existing customer of Four J's. Notwithstanding the foregoing, Reseller may offer employment through a general non-personal solicitation or advertisement not directed at employees at Four J's, including through a recruitment agency, and hire any personal who responds to such advertisement.

7. PAYMENT METHODS.

7.1. Fees.

In consideration for the license to use the Licensed Software as described in Section 2 of this Agreement and to receive Maintenance and Support as described in Section 5 of this Agreement and the rights granted to Licensee as Reseller, and the Subscription License to the Licensed Software during the Term, Licensee shall pay to Four J's the applicable fees as specified in this subsection.

METHOD: REVENUE SHARING ROYALTIES

- A. For each Term Year, Licensee shall pay to Four J's a revenue share equal to the greater of either (i) the applicable Minimum Royalty Commitment for the applicable Term Year (as set forth in Section 7.1(B) below); or (ii) the **"Royalty Fee"** which is the amount determined by multiplying (a) the applicable percentage outlined in the table below by (b) the Invoiced Revenue by the Licensee during the applicable Term Year.

Term Year	Year 1 - 2022	Year 2 -2023	Year 3 - 2024	Year 4 - 2025	Year 5 -2026
Revenue percentage	6.5%	6.5%	6.5%	6.5%	6.5%

- B. On the first day of each Term Year, Four J's will (i) issue an invoice to Licensee for payment of a minimum annual royalty fee as set forth in the table below (the **"Minimum Royalty Commitment"**) and (ii) will make the License Activation Key required for Licensee's use of the Licensed Software available to Licensee if Four J's has not provided such License Activation Key prior to such date.

Term Year	Year 1 - 2022	Year 2 -2023	Year 3 - 2024	Year 4 -2025	Year 5 - 2026
Minimum Royalty Commitment	USD X	USD X	USD X	USD X	USD X

- C. No later than six (6) months prior to the expiration of the Initial Term, the parties agree to negotiate the applicable fees to be paid by Licensee during future Renewal terms.
- D. On the first day of each Term Year, Four J's will (i) issue an invoice to Licensee for payment of a minimum annual royalty fee as set forth in the table below (the **"Minimum Royalty Commitment"**)

and (ii) will make the License Activation Key required for Licensee's use of the Licensed Software available to Licensee if Four J's has not provided such License Activation Key prior to such date.

- E. On the 15th day of the last month of each Term Year, Licensee will provide Four J's with a report on the calculation of actual Net Revenues and Royalty Fee for such Term Year in the form and pursuant to the criteria determined by the parties as per the process set forth in subsection E below, along with any schedules and supporting documentation used by the Licensee in the calculation ("**Annual Report**"). Such Annual Report shall be then-current, complete, and accurate sufficient to enable Four J's to verify the amount of Net Revenue and Royalty Fee for such reporting period. The Annual Report shall be certified in writing by Licensee's Chief Financial Officer, certifying the Net Revenues for the applicable reporting period. If the Royalty Fee that would be payable on the Net Revenues set forth in an Annual Report for such Term Year exceeds the Minimum Royalty Commitment paid by Licensee for such Term Year, Licensee shall pay Four J's such amount of excess fees owed within 30 days of delivery of the Annual Report by the Licensee.
- F. Within the first six (6) months from the Effective Date of this Agreement the parties agree to meet and make good faith efforts to determine the (i) form of the Annual Report and (ii) the criteria and measurements included in the Annual Report and used to determine the Net Revenue calculation which shall be based on the definition of Net Revenue in this Agreement.
- G. Reseller shall have no obligation to pay fees for copies of the Licensed Software used by Reseller for support, demonstration, training, or promotional purposes (as permitted in this Software License Agreement), provided that Reseller does not receive any revenue or revenue equivalent.
- H. The prices payable by Reseller to Four J's for training and professional services are set forth on Schedule II.

7.2. Change in Prices.

Four J's may change prices for training, and other services from time to time and will use reasonable efforts to provide Licensee at least a thirty (30) day notice prior to changing the price.

7.3. Records.

At all times during the term of this Software License Agreement, and for at least three (3) years after the termination of this Software License Agreement, Reseller will maintain at its principal place of business complete and accurate records with respect to Reseller activities pursuant to this Software License Agreement, including a complete list of all copies of the Developed Applications made or distributed by Reseller and a complete list of sublicensee names, addresses, electronic mail addresses, and primary contacts and all data needed for verification of amounts to be paid to Four J's under this Software License Agreement.

7.4. Audits and Inspection.

- A. Audits and Inspection. On request by Four J's during the Term and for three (3) years after the expiration or termination of this Software License Agreement, Reseller shall make available for audit and inspection by Four J's or its representatives:
 - i. all files and data in Reseller's possession or control relating to any production, marketing, inventory, sale, licensing, or other transactions of or relating to the Developed Applications and Licensed Software; and (ii) all Developed Applications and Licensed Software in Reseller's possession or control, including all such Developed Applications and Licensed



Software then in Reseller's inventory. Four J's may conduct any audit or inspection under this Section 7.4 at any time during regular business hours.

- B. Reseller shall provide reasonable cooperation and assistance in connection with all such audits and inspections and make appropriate Reseller personnel reasonably available for this purpose. In the event that any such inspection reveals that Reseller has wilfully underreported Invoiced Revenues or wilfully underpaid Four J's by five percent (5%) or more for the applicable reporting period which is the subject of such audit and/or inspection, Reseller agrees that it shall reimburse Four J's for the reasonable costs for any such inspection. Reseller shall pay to Four J's the amount of any deficiency discovered by Four J's with interest at a rate of five percent (5%) from the date such deficiency was originally due, and, if applicable, the costs of the inspection, within fifteen (15) days after receipt of notice thereof from Four J's. For the avoidance of doubt, Reseller shall remain obligated to pay to Four J's the actual amount of any deficiency discovered by Four J's regardless of whether or not the Reseller has wilfully underreported or wilfully underpaid any such amount. Reseller acknowledges that Four J's may delegate its audits and inspection rights hereunder to Four J's affiliates and may use outside accountants and or other professional audit firms to conduct such audits and inspections.

8. PAYMENT TERMS.

Payments of Fees are due thirty (30) days from the date of invoice. Overdue payments will be subject to a late charge of one and one-half percent (1½%) per month or the maximum rate permitted by applicable law, whichever is lower. All payments shall be made in USD.

Licensee may not set off against Four J's invoices any amounts that Licensee claims are due to it from Four J's, and Licensee waives any right it may have to set off or withhold payments for any fees owed.

Licensee agrees to pay all costs and expenses (including, without limitation, court costs and reasonable attorneys' fees) incurred by Four J's in any effort to collect any indebtedness of Licensee to Four J's under this Software License Agreement.

9. TAXES.

All prices do not include any local, state, federal, foreign, or other taxes. Licensee will be responsible for and will indemnify and hold Four J's harmless from payment of all taxes (other than taxes based on Four J's income), fees, duties, and other governmental charges, and any related penalties and interest, arising from the payment of fees and royalties to Four J's under this Agreement or the delivery or license of the Licensed Software to Licensee. Licensee will make all payments of fees and royalties to Four J's free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of fees and royalties to Four J's will be Licensee's sole responsibility, and Licensee will provide Four J's with official receipts issued by the appropriate taxing authority, or such other evidence as Four J's may reasonably request, to establish that such taxes have been paid.

10. WARRANTIES.

10.1. Software Warranty.

For a period of sixty (60) days after downloading the Licensed Software, Four J's warrants that the Licensed Software, when used as delivered by Four J's and as permitted under this Software License Agreement and in accordance with the Documentation (including use on a computer hardware and operating system platform supported by Four J's), will operate substantially as described in the Documentation. If the Licensed Software does not operate substantially as described in the Documentation, Four J's shall promptly repair or replace the defective or nonconforming software. If the Licensed Software materially fails to comply with these warranties and Four J's is unable to correct such failure within 30 days, Four J's may,



in its reasonable business judgment and in its sole discretion, elect to refund to Licensee any prepaid fees paid by Licensee to Four J's in connection with the Licensed Software, prorated for the amount of time the Licensed Software has been used by Licensee. The foregoing provisions set forth Four J's only obligation and Licensee's sole and exclusive remedy with respect to warranty claims related to the Licensed Software.

10.2. Warranty Disclaimers.

SUBJECT TO SECTION 10.1 (*SOFTWARE WARRANTY*), THE LICENSED SOFTWARE, SUPPORT SERVICES AND DOCUMENTATION ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOUR J'S AND ITS SUPPLIERS AND PARTNERS DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, QUIET ENJOYMENT, AND ACCURACY WITH RESPECT TO THE SOFTWARE AND THE DOCUMENTATION. THE FOREGOING DISCLAIMERS APPLY TO YOU AND ANY THIRD PARTIES.

WITHOUT LIMITING ANY OF THE FOREGOING, FOUR J'S MAKES NO WARRANTY THAT THE SOFTWARE IS FAULT-TOLERANT, ERROR-FREE, FREE FROM INTERRUPTIONS, VIRUSES OR OTHER HARMFUL COMPONENTS, OR OTHER FAILURES, OR THAT THE SOFTWARE OR THE DOCUMENTATION WILL MEET YOUR REQUIREMENTS.

SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

11. INFRINGEMENT CLAIMS.

11.1. Four J's Indemnification Obligations.

Four J's will defend at its own expense any action against Licensee or one of its End Users brought by a third party to the extent that the action is based upon a claim that the Licensed Software infringes any such third party's patents, trademarks or copyrights or misappropriates any such third party's trade secrets recognized as such under the Uniform Trade Secrets Act or Defend Trade Secrets Act, and Four J's will pay those costs and damages finally awarded against Licensee in any such action that are specifically attributable to such claim or those costs and damages agreed to in a final monetary settlement of such action. The foregoing obligations are conditioned on Licensee notifying Four J's promptly in writing of such action, Licensee giving Four J's sole control of the defense thereof and any related settlement negotiations, and Licensee cooperating and, at Four J's' request and expense, assisting in such defense. If the Licensed Software becomes, or in Four J's' opinion is likely to become, the subject of an infringement claim, Four J's may, at its option and expense, either (a) procure for Licensee the right to continue using the Licensed Software or (b) replace or modify the Licensed Software so that it becomes non-infringing. Alternatively, if Four J's in its sole discretion determines that the options are not feasible, then Four J's may (i) terminate this Software License Agreement, entirely or to such Licensed Software subject to the claim or potential claim only, without further obligation or liability to Licensee; provided however that Four J's may not terminate this Software License Agreement in whole or in part if Four J's continues to license the Licensed Software to third parties or (ii) allow Licensee to continue using the Licensed Software for as long as Licensee indemnifies Four J's for the costs associated with Licensee's infringing use of the Licensed Software. Notwithstanding the foregoing, Four J's will have no obligation under this Section 11.1 or otherwise with respect to any infringement claim based upon (i) any use of the Licensed Software not in accordance with this Software License Agreement, with the Documentation, or for purposes not intended by Four J's, (ii) any use of the Licensed Software in combination with other products, equipment, software, or data not supplied by Four J's to the extent such combination is the cause of any claim, (iii) any use of any release of the Licensed Software other than the most current release made available to Licensee, or (iv) any modification of the Licensed Software by any person other than Four J's. THIS SECTION 11.1



STATES FOUR J'S' ENTIRE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

11.2. Reseller's Indemnification Obligations.

To the extent Licensee acts as a Reseller under this Software License Agreement, Reseller agrees to indemnify, defend, and hold Four J's harmless from and against any and all damages, losses, liabilities, expenses (including reasonable attorney's fees and costs of litigation on an ongoing basis) and claims by any third party resulting from: (i) Reseller's acts, omissions or misrepresentations, regardless of the form of action; (ii) any breach by Reseller or End User of any obligations under this Software License Agreement; (iii) any action relating to Reseller's modifications to the Marketing Materials or Reseller's trademarks; or (iv) Reseller's agreements or business relations with its End Users, including the Reseller's distribution of any Developed Applications. If any claim is made or any proceeding is instituted against Four J's to which the indemnity set forth in this Section 11.2 applies, Four J's will promptly notify Reseller thereof, and Reseller, at its expense, will respond to such claim and will conduct such proceedings on behalf of Four J's. Four J's agrees that it will fully cooperate with Reseller to resolve any such claims.

12. LIMITATION OF LIABILITY.

12.1. Exclusion of Certain Damages.

OTHER THAN THE TERMINATION FEE PAYABLE BY RESELLER, IN NO EVENT WILL FOUR J'S BE OR ANY RESELLER OTHERWISE BE LIABLE FOR ANY LOST DATA OR LOST PROFITS OR CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, ARISING FROM OR RELATING TO THIS SOFTWARE LICENSE AGREEMENT. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

12.2. Liability Limitation.

EXCEPT IN THE CASE OF A THIRD-PARTY LAWSUIT UNDER SECTION 11.1, FOUR J'S' TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS SOFTWARE LICENSE AGREEMENT AND THE LICENSED SOFTWARE, SUPPORT SERVICES, AND DOCUMENTATION, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE GREATER OF: (A) THE AMOUNT OF FEES PAID TO FOUR J'S PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE FIRST EVENT GIVING RISE TO THE CLAIM; AND (B) USD10,000,000. NO ACTIONS, REGARDLESS OF FORM, ARISING FROM THE TRANSACTIONS UNDER THIS SOFTWARE LICENSE AGREEMENT, MAY BE BROUGHT BY ANY PARTY MORE THAN TWO (2) YEARS AFTER THE FACTS CREATING THE CAUSE OF ACTION FIRST BECOMES KNOWN TO SUCH PARTY.

12.3. Critical Control Applications.

THE LICENSED SOFTWARE IS NOT INTENDED FOR USE IN CONNECTION WITH ANY NUCLEAR, AVIATION, MASS TRANSIT OR MEDICAL APPLICATION OR ANY OTHER INHERENTLY DANGEROUS APPLICATION THAT COULD RESULT IN DEATH, PERSONAL INJURY, CATASTROPHIC DAMAGE OR MASS DESTRUCTION, AND LICENSEE AGREES THAT FOUR J'S WILL HAVE NO LIABILITY OF ANY NATURE AS A RESULT OF ANY SUCH USE OF THE LICENSED SOFTWARE.

12.4. Allocation of Risk.

LICENSEE ACKNOWLEDGES THAT THE FEES PAID HEREUNDER REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS SOFTWARE LICENSE AGREEMENT AND THAT FOUR J'S WOULD NOT



ENTER INTO THIS SOFTWARE LICENSE AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

13. TERM AND TERMINATION.

13.1. Term.

Subject to earlier termination as provided in Section 13.2, the term of this Software License Agreement shall initially be five (5) years from the Effective Date (“Initial Term”), each year of the Initial Term beginning on the Effective Date or the anniversary of the Effective Date being a “Term Year”. Thereafter, the Software License Agreement will renew automatically for one-year terms (each a “Renewal Term”), the Initial Term together with any subsequent Renewal Terms being the “Term”.

13.2. Termination.

- A. Subject to Sections 13.3 and 13.4, Licensee may terminate this Software License Agreement after the completion of the Initial Term, with or without cause, upon written notice to Four J's no less than sixty (60) days prior to the end of the Initial Term or the next annual Term renewal Date.
- B. Additionally, this Software License Agreement may terminate if
 - i. Licensee breaches any provision of this Software License Agreement and does not cure or does not provide Four J's with a reasonable plan to cure the breach within thirty (30) days after receiving written notice thereof from Four J's,
 - ii. Licensee ceases to function as a going concern or to conduct operations in the normal course of business, or
 - iii. has a petition filed by or against it under any state or federal bankruptcy or insolvency laws which petition has not been dismissed or set aside within sixty (60) days of filing.
- C. Four J's may terminate this Software License Agreement effective on written notice to Licensee, if:
 - i. Licensee fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after Four J's delivery of written notice thereof,
 - ii. Licensee fails to pay any of its Minimum Royalty Commitments payable under Section 6.17.
- D. Subject to Sections 13.3 and 13.4, Four J's may terminate this Software License Agreement after the completion of the Initial Term, with or without cause, upon written notice to Licensee no less than twelve (12) months prior to the end of the Initial Term or, following the Initial term, no less than one hundred eighty (180) days prior to the end of any Renewal period.

13.3. Effects of Termination Generally.

- A. Upon termination of this Software License Agreement for any reason,
 - i. all rights granted in this Software License Agreement for Subscription Licenses immediately cease to exist and revert to Four J's,
 - ii. except as provided in Section 13.4, Licensee must promptly return or erase all copies of the License Activation Keys and Licensed Software in its possession, custody or control in whatever form held (including copies or embodiments thereof),

- iii. Licensee must promptly discontinue the use, reproduction, and distribution of the Licensed Software and no longer identify or hold itself out as a Reseller of the Licensed Software or of Four J's, and
- iv. any amounts owed to Four J's under this Software License Agreement before such termination will be immediately due and payable.

13.4. Effects of Termination for Reseller and End Users which Obtained Licenses Through Reseller.

- A. Notwithstanding Section 13.3, if this Software License Agreement terminates solely with respect to Reseller, then subject to each End User's compliance with the terms of its software license agreement, such End User's right to use perpetual licenses of the Licensed Software shall survive, subject to Section 13.4(D). End User's right to use Subscription Licenses will expire at the end of the current contractual term set out in any such Subscription Licenses provided License continues to pay the Royalty Fee to Four J's for the applicable Subscription Licenses.
- B. Within thirty (30) days after the expiration or termination of this Software License Agreement, Reseller will return or destroy, as Four J's may direct, all Four J's materials, including License Activation Keys, Licensed Software and Documentation, in its possession or control to Four J's.
- C. Upon expiration or termination of this Software License Agreement, neither Reseller or Four J's will retain any copies of any Confidential Information of the other party, and within thirty (30) days of a written request by the other party, an officer of each party shall certify to the other party that all copies of Confidential Information of the other party received hereunder have been returned or destroyed.
- D. Notwithstanding the foregoing, Reseller may retain one (1) copy of the Confidential Information if required to comply with applicable law and to the extent necessary to continue providing services to its installed End User base for up to a maximum period of 24 months from the date of termination. Unless this Software License Agreement was terminated for violations of Four J's intellectual property rights, the Reseller may retain a limited-use license to use the Licensed Software and related Documentation solely as required to continue providing services to End Users for up to a maximum 24 months after termination ("**Winding Down Period**"), and the Reseller will not retain the License for any other purpose. By the end of the Winding Down Period, the End User must have transitioned to Four J's directly for any further purchases, support or services.

13.5. Termination Fees.

If this Software License Agreement is terminated by Licensee without cause prior to the expiration of the Initial Term or by Four J's pursuant to Section 13.2(C), all Four J's Royalty Fees that would have become payable based on the total aggregate Minimum Royalty Commitments payable had this Software License Agreement remained in effect until expiration of the Initial Term, will become immediately due and payable, and Licensee shall pay such Four J's Royalty Fees in full, within thirty(30) days after the effective date of such termination ("**Termination Fee**"). The parties intend such Termination Fee to be liquidated damages constituting compensation, and not a penalty. The parties acknowledge and agree that the totality of damages resulting from termination pursuant to this Section 13.5 would be impossible or very difficult to accurately estimate, and that the Termination Fee is a reasonable estimate of the anticipated or actual harm that may arise from such termination. Licensee's payment of the Termination Fee is Licensee's sole liability and entire obligation and Four J's exclusive remedy for any termination by Licensee without cause prior to the expiration of the Initial Term or by Four J's pursuant to Section 13.2(C). Neither party otherwise waives any other rights and remedies available to such party under this Software License Agreement for termination based on any other basis.

13.6. Financial Obligations.

Except as otherwise expressly provided in this Software License Agreement, Licensee shall not be entitled to any refund of any amounts paid under this Software License Agreement. No party shall be liable to another party because of termination, for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, inventory, investment, leases or commitments in connection with the business or goodwill of another party. Without limiting the foregoing, each party hereby waives any right it may have under applicable law to any indemnity, damages, or compensation on account of the termination or non-renewal of this Software License Agreement by the other party in accordance with the terms of this Software License Agreement. For the avoidance of doubt, termination shall not relieve any party of financial obligations incurred prior to the termination.

13.7. Survival.

Any payment obligations and Sections 1 (*Definitions*), 3 (*Restrictions on Use*), 10 (*Warranties*), 11 (*Infringement Claims*), 12 (*Limitation of Liability*), 13.3 (*Effects of Termination*), 13.4 (*Effects of Termination for Reseller and End Users which Obtained Licenses Through Reseller*), 13.5 (*Termination Fees*) 13.6 (*Financial Obligations*), 13.7 (*Survival*), and 14 (*General*) of this Software License Agreement will survive termination for any reason.

14. GENERAL.

14.1. Proprietary Rights.

- A. As between the parties, the parties acknowledge that the Licensed Software, Documentation, Marketing Materials, and Four J's Trademarks, and all worldwide intellectual property rights therein, are the exclusive property of Four J's and its suppliers. All rights in and to the Licensed Software not expressly granted to Licensee in this Software License Agreement are reserved by Four J's and its suppliers. Without limiting the foregoing, except pursuant to Section 6.7 (*Trademark License Grant*), no license to use the trademarks or trade names of Four J's or its suppliers is granted hereby. Licensee will not, and will not permit any third party, to remove, alter, or obscure any Four J's Trademarks or proprietary notices (including copyright notices) of Four J's or its suppliers placed on, embedded in or otherwise affixed to the Licensed Software, Marketing Materials, or Documentation. Notwithstanding the foregoing, the parties acknowledge that the Developed Application(s), exclusive of the Licensed Software, Documentation, Marketing Materials, and Four J's Trademarks, and all worldwide intellectual property rights therein, are the exclusive property of Licensee.
- B. Any feedback provided by Licensee regarding the use, operation and functionality of the Licensed Software or any feedback provided by Licensee regarding the Documentation ("**Feedback**") will be solely and exclusively owned by Four J's. Such Feedback shall include, without limitation, any information about operating results, known or suspected bugs, errors or compatibility problems, and user-desired features. Licensee hereby assigns to Four J's any rights, title, and interest, including all intellectual property rights in any Feedback that Licensee provides, proposes, or conceives relating to the Licensed Software or Documentation and agrees that Four J's shall have the right to use such Feedback and related information in any manner Four J's deems appropriate.
- C. Licensee acknowledges that the Licensed Software contains Confidential Information and valuable trade secrets and proprietary information of Four J's, that any actual or threatened breach of Section 3 (*Restrictions on Use*), this Section 14.1 (*Proprietary Rights*) or 14.2 (*Confidentiality*) will constitute immediate, irreparable harm to Four J's for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

14.2. Confidentiality.

- A. **“Confidential Information”** means all information disclosed by the one party (the **“Disclosing Party”**) to the other party (the **“Receiving Party”**), including, without limitation, any and all information or proprietary materials (in every form and media) which have been or are hereafter disclosed and which are not generally known in the relevant trade or industry. Confidential Information includes, without limitation, all trade secrets and intellectual property rights, and all existing or contemplated products and planned features, business plans, pricing, discounts, market research data, whether containing historic, current or future-related information, the Licensed Software (including any bugs or errors therein), and Documentation. “Confidential Information” shall not include information that: (a) is public or becomes known to the public through no breach of an obligation of confidentiality by the Receiving Party, (b) is independently developed by the Receiving Party with no access to the Disclosing Party’s Confidential Information, or (c) is received from a third party not as a result of any breach of any party’s breach of confidentiality obligation. The Receiving Party may disclose Confidential Information to the extent such disclosure is required by law, court order or order of a governmental agency with jurisdiction; provided that the Receiving Party notifies the Disclosing Party prior to such disclosure and gives the Disclosing Party a reasonable opportunity to seek a protective order or to contest such requirement. The Receiving Party shall treat all Confidential Information as strictly confidential and shall use the same care to prevent disclosure of such information as such party uses with respect to its own confidential information of similar nature, which shall in no event be less than a reasonable degree of care. The Receiving Party shall: (i) disclose such Confidential Information to (a) only those authorized employees and directors of the Receiving Party with a need to know such information to carry out the terms of this Software License Agreement and who have agreed in writing to maintain the confidential and/or proprietary status of such Confidential Information; or (b) only those third parties required for the performance of the Receiving Party’s obligations under the Software License Agreement pursuant to a written agreement containing provisions as least as protective as the confidentiality provisions herein; and (ii) use such Confidential Information only in connection with the furtherance of the Software License Agreement and for the benefit of both parties thereto.
- B. Each party agrees that the terms and conditions of this Software License Agreement shall be treated as Confidential Information and that no reference thereto shall be made without the prior written consent of each other party (which consent shall not be unreasonably withheld) except: (a) as required by applicable law, including by the U.S. Securities and Exchange Commission; (b) to its accountants, banks, financing sources, lawyers and other professional advisors, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential; (c) in connection with the enforcement of this Software License Agreement; or (d) in connection with a merger, acquisition or proposed merger or acquisition. Except as permitted above, Licensee and Four J’s shall mutually agree, in advance, with regard to the terms of all proposed press releases, public announcements and other public statements with respect to the transactions contemplated hereby, and all such releases, announcements or statements shall be jointly issued. Notwithstanding the foregoing, the existence and general nature of this Software License Agreement shall not be deemed Confidential Information and may be disclosed by either party in a press release or in other collateral or marketing activities without the necessity of review or prior written approval.

14.3. Compliance with Laws.

Licensee will comply with all applicable export and import control laws and regulations in its use of the Licensed Software and, in particular, Licensee will not export or re-export the Licensed Software without all required United States and foreign government licenses. By using the Licensed Software, Licensee represents and warrants that (i) Licensee, and if a Reseller – any End Users to which the Reseller distributes Licensed Software, is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country and (ii) Licensee, and if a

Reseller – any End Users to which the Reseller distributes Licensed Software, is not listed on any U.S. Government list of prohibited or restricted parties. Licensee will defend, indemnify, and hold harmless Four J's from and against any breach of the foregoing, and any violation of applicable export and import control laws and regulations in its use of the Licensed Software by Licensee or any of its agents, officers, directors, or employees.

14.4. Privacy Notice.

The Licensed Software automatically communicates with Four J's servers to check for software updates such as patches, bug fixes, upgrades or other improvements. You agree that the Licensed Software may automatically check and notify You of the presence of such improvements. You may opt out of this service. If You would like to learn more about the information we send, please visit <https://4js.com/updates/>.

14.5. Assignments.

Licensee may not assign or transfer, by operation of law or otherwise, any of its rights or obligations under this Software License Agreement (including its licenses with respect to the Licensed Software) to any third party without Four J's' prior written consent except pursuant to a merger, sale, acquisition, corporate reorganization or other change of control event of Licensee in its entirety. Four J's may not assign or transfer, by operation of law or otherwise, any of its rights or obligations under this Software License Agreement to any third party without Licensee's prior written consent except pursuant to a merger, sale, acquisition, corporate reorganization or change of control event of Four J's in its entirety. Any attempted assignment or transfer by a party in violation of the foregoing will be void.

14.6. Notices.

All notices, consents and approvals under this Software License Agreement must be delivered in writing by courier, by email or by certified or registered mail, (postage prepaid and return receipt requested) to the other party, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

Notices to Four J's shall be addressed to the attention of Customer Services at the address stated above with a copy to email: Bryn Jenkins bryn.jenkins@4js.com.

Notice to Licensee shall be addressed to the attention of [NAME] to the address stated above with a copy to this email: [REDACTED]@ [REDACTED]

14.7. Governing Law and Venue.

This Software License Agreement will be governed by the laws of Ireland. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Software License Agreement. The parties agree that any action or proceeding arising from or relating to this Software License Agreement must be brought in a court in Ireland, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. The Parties agree that no action taken by either party will be heard by a jury.

14.8. Remedies.

The parties' rights and remedies under this Software License Agreement are cumulative. If any legal action is brought to enforce this Software License Agreement, the prevailing party will be entitled to receive its reasonable attorneys' fees, court costs and other collection expenses, in addition to any other relief it may receive.

14.9. Disputes. A party shall provide the other party with written notice within thirty (30) days of becoming aware of a dispute under this Agreement. The parties agree to cooperate with each other in trying to reasonably resolve all disputes, including but not limited to disputes arising pursuant to Section 7.1(D) or Section 7.4, including, if requested by a party, appointing a senior representative to meet and engage in good faith negotiations with the other party's appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either party may assert its respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent a party from seeking necessary injunctive relief during the dispute resolution procedures.

14.10. Miscellaneous.

All waivers must be in writing. Any waiver or failure to enforce any provision of this Software License Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Software License Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. The headings of sections of this Software License Agreement are for convenience and are not to be used in interpreting this Software License Agreement. As used in this Software License Agreement, the word "including" means "including but not limited to." This Software License Agreement constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Software License Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. This Software License Agreement may be amended only by a written document signed by both parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Software License Agreement as of the Effective Date.

**FOUR J'S DEVELOPMENT TOOLS EUROPE
LIMITED**

LICENSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Schedule I

1. Professional Services Recommended Retail Price for daily rates are provided in the table below.
2. **Fixed deliverable** statements of work stipulate a fixed price for a given project, regardless of the number of hours worked.
3. **Time and materials** statements of work stipulate a charge for the number of hours worked on a given project.
4. Four Js shall be reimbursed for all reasonable travel and living expenses (“Reimbursable Expenses”) in accordance with the terms of the Agreement and shall be pre-approved by customer.
5. All prices are exclusive of local taxes, withholding taxes and import duties.
6. Prices are subject to change without notice.

	Offshore			Onshore		
Daily Rates	Junior Developer	Senior Developer	Team Lead	Junior Project Leader	Senior Project Leader	Training
Fixed Deliverable RRP	\$ 432	\$ 624	\$ 720	\$ 1,500	\$ 1,920	\$ 1,500
Time and Materials RRP	\$ 367	\$ 530	\$ 612	\$ 1,275	\$ 1,632	\$ 1,500

SoW – Statement of Work



Schedule II

Support and Maintenance Agreement

This schedule sets forth the support interface and support response objectives between Four J's, End Users, and Resellers regarding the resolution of problems with Licensed Software for which support and maintenance services have been purchased.

1. DEFINITIONS

All terms not otherwise defined herein shall have the meaning ascribed to them in the main body of the Software License Agreement between the parties. In the event of any conflict, the terms of this schedule shall control.

"Business Hours" means 8:30AM to 12:30PM and from 2:00PM to 6:00PM **Eastern Time (ET)**.

"Day" means, unless otherwise specified, a business day, excluding weekends and holidays observed by Four J's.

"Escalation" is an act, which expedites the Problem Resolution Request process through requesting assistance of Four J's to add resources or raise management awareness to a specific customer problem.

"Interim Solution" or **"Interim Release"** means an interim solution or release for Four J's on a specific platform which contains critical Program Error fixes on top of the current version and which, under most circumstances, will be contained in a future Permanent Solution.

"Level 1 Support" is the service provided in response to the initial contact identifying a Program Error.

"Level 2 Support" is the service provided to reproduce and attempt to isolate the Program Error.

"Level 3 Support" is the service provided to identify defective source code and to provide corrections, workaround and/or patches to correct the Program Errors or to solve issues that cannot be resolved by Level 1 and Level 2 support engineers.

"Permanent Solution" means, in the case of Four J's Program Error, a maintenance release, minor or major release of the Licensed Software or documentation in which the problem has been resolved such that the product substantially conforms to the Documentation.

"Problem Priority" means the urgency with which the end-user customers reasonably desire the company to respond to their problem.

Priority 1 (Emergency) product problems are a crisis such as a system is down, a major operational function is unavailable, or a critical interface has failed. A system recovery or workaround is required immediately. All involved parties will work continuously to provide relief so that the problem can be moved to Priority 2 status.

Priority 2 (Critical) product problems are critical to the customer's success and require immediate resolution.

Priority 3 (High) product problems are problems that need to be resolved as soon as possible. Most of these problems have acceptable workarounds, or the software recovers by itself. If the problem is a product defect, the workaround may be replaced by a Permanent Solution in a subsequent maintenance release.



Priority 4 (Normal) situations are technical questions or problems requiring resolution - many of which are of a “how to” nature, or requests for new features in the Licensed Software. If the problem is a product defect, a Permanent Solution may be provided in a future release.

“**Problem Resolution Request**” is the communication vehicle used to communicate a Program Error, which requires involvement of Four J’s for resolution. A Problem Resolution Request is a Reproducible Test Case that demonstrates the problem(s).

“**Program Errors**” means an error or defect in the Licensed Software such that the Licensed Software does not substantially work as specified in the Documentation.

“**Reproducible Test Case**” means a test case that demonstrates in a small code sample, usually less than 100 lines, the specific syntax or scenario that causes the problem.

“**Request Acknowledgment**” means to confirm that the non-originating party has received a problem resolution request.

“**Request for Technical Assistance**” Assistance diagnosing problems that do not have Reproducible Test Cases, are usability related issues (such as performance tuning or configuration), are intermittent in nature, or require diagnosis against a configuration that is unavailable to Reseller.

“**Request Status**” are the steps formulated and taken in an effort to resolve problems and defects as requested, including the results of those steps and the next steps to be taken.

“**Request Resolution**” is fixing the customer’s problem or providing a Work Around according to the requirements in Table 1 below, Four J’s will use its commercially reasonable efforts to resolve Program Errors.

“**Work Around**” means a temporary solution which avoids the Program Error.

2. SUPPORT AGREEMENT

2.1 Support for Licensed Software Sold Directly to End Users

- A. Four J’s will provide support to End Users for Licensed Software only in accordance with the terms of this Support and Maintenance Agreement. Four J’s shall offer commercially reasonable Level 1 Support, Level 2 Support, and Level 3 Support to all End Users who purchase the Licensed Software directly from Four J’s.

2.2 Support for Licensed Software Sold Through Resellers

- A. Pre-Sales Support. Reseller will provide pre-sales support to its End Users and prospective customers during the pre-sales cycle. This may include, but is not limited to, sales or technical presentations to existing or prospective customers.
- B. Post-Sales Support. Reseller will provide commercially reasonable Level 1 Support and Level 2 Support to any sub-Resellers and End Users within the Territory. Four J’s will provide Reseller with Program Error correction or circumvention, or will give Reseller notice if no correction or circumvention is found. If Reseller fails to offer such support, Four J’s may offer such support in accordance with Four J’s then current Support and Maintenance Agreement.



- C. Pre- and Post-Sales Support to Reseller. Four J's will provide Level 3 Support to Reseller pre- and post-sales provided that Reseller has paid Four J's the support and maintenance fee. Reseller can initiate a request for assistance (Problem Resolution Request) from Four J's providing reasonable efforts have been taken to see that the problem is not in a product owned or otherwise provided by Reseller. Four J's will produce an action plan for each Problem Resolution Request and will have an action plan that outlines the steps to resolving the problem when it cannot be resolved in the initial call.
- 2.3 General. As Four J's produces generally applicable Interim and/or Permanent Solutions, Four J's will incorporate them, in its reasonable business judgment, into subsequent versions and releases of the Licensed Software. All target resolution objectives in "Table 1 - Problem Resolution Request Response Requirements" are subject to the foregoing.

3. SUPPORT PROCESS

3.1 General. Four J's agrees to use the Problem Priority system for classifying customer reported problems that result in Problem Resolution Requests, and for responding to and resolving individual Problem Resolution Requests according to the service level objectives (response, status, resolution times) described in Section 4.

3.2 Support Process for Resellers.

- A. Reseller will provide appropriate End User customer identification information to Four J's for End User support entitlement verification and will have verified that the customer is entitled to support from Reseller prior to contacting Four J's, for those problems reported by the End User. This identification shall include, at a minimum, the customer name, maintenance invoice numbers and license numbers. As needed, Four J's will provide a Four J's service access number to Reseller for entitlement verification purposes.
- B. Each party will designate a support technical lead (primary contact) and a back-up person that will coordinate general customer case operations and training, be the interface for training and operations questions, and become the 'resident expert' on the other party's product(s). Four J's will give the Reseller technical lead and his backup special access to the Four J's support organization and they will receive priority responses from Four J's.
- C. The parties will cooperate to grant one another appropriate access (on site and online) to one another's support systems that pertain to the support and maintenance of the Licensed Software, in keeping with the internal policies and procedures of each party.

4. RESOLUTION TO PROBLEM RESOLUTION REQUEST

Resolutions to a Problem Resolution Request will consist of a Work Around, an Interim Solution, or a Permanent Solution. Problems that require an Interim Solution will be considered resolved when the test used to demonstrate the problem demonstrates the corrected behavior. The solutions to Program Errors will be made available to all customers who have purchased maintenance and support and are current in support and maintenance payments by Four J's on its online support center. Customers will be able to access this site after receiving a login and password from Four J's, which is connected to the customer's license number.

5. SERVICE LEVEL OBJECTIVES

- A. The following service level objectives outline the time frame expectations for response times to acknowledge requests for problem resolution, status of problems that are under

diagnosis and repair, and the time to achieve problem resolution given a problem's severity.

Problem Resolution Request Acknowledgment objectives:

Request acknowledgment objectives can be met by either non-technical or engineering contacts.

Problem Resolution Request Status Objectives

Request status objectives are met by the Four J's technical support engineer working on the case. The technical support engineer will establish an action plan to resolve the problem and track it to resolution.

Problem Resolution Request Resolution Objectives

Request resolution objectives are met by the technical support engineer and/or the development engineer working on the case.

B. Table 1 - Problem Resolution Request Response Requirements

Priority	Request Acknowledgement	Request Status	Resolution ⁽¹⁾ - Work Around	Resolution ⁽²⁾ - Interim Solution	Resolution – Permanent Solution
1	Within 4 hours of logging the problem	Every 8 hours or more frequently as appropriate	96 hours	5 Days (if no Work Around is possible)	Fixed in next release, not to exceed 6 calendar months. Confirm inclusion in schedule release/ provide release date upon code completion for status.
2	Within 8 Business Hours of logging the problem	Twice weekly	10 business days	Four J's next release, unless not technically feasible.	Fixed in next release, not to exceed 6 calendar months. Confirm inclusion in schedule release /provide release date upon code completion for status.
3	Within 8 Business Hours of logging the problem	Weekly or as agreed	N/A	N/A	May be fixed in a future release.
4	Within 8 Business Hours of logging the problem	Weekly or as agreed	N/A	N/A	May be fixed in a future release.

Notes to Problem Resolution Request Response Requirements Table:

(1) Status objectives listed may differ on a case-by-case basis if mutually agreed.



- (2) Four J's will use prompt, diligent efforts to achieve the timeframes and results provided in the Problem Resolution Request Response Requirements table. Priority 1 cases will be worked on a continual effort basis with the minimum goal of having a Request Resolution to the customer within 96 hours. If such Priority 1 cases have not been resolved within 30 days, Four J's may, in its reasonable business judgment and in its sole discretion, elect to refund to Licensee any prepaid fees paid by Licensee to Four J's in connection with the Licensed Software prorated for the amount of time the Licensed Software has been used by Licensee.

Four J's will provide an estimated time of delivery within five (5) working days for any resolution or Program Error fix or error correction that is expected to fall outside of the response requirements.

6. RESELLER ESCALATION

- A. Reseller and Four J's agree that Escalation to Four J's will be done only when all reasonable internal efforts to resolve the problem have been exhausted by normal support operations, and when reasonable efforts have been made to follow the normal Problem Resolution Request process without satisfactory results.
- B. Reseller and Four J's agree that Escalation's can occur for the following reasons:
1. A customer expresses concern that a case is not being handled quickly enough or is being handled by what they believe to be inappropriate skill level.
 2. Four J's and/or Reseller technical support manager feels the case has not received the proper attention needed to resolve the problem.
 3. Any situation, such as elapsed time, which would prevent meeting service level objectives on a case.
 4. The customer has a strong business relationship with the reporting party that warrants expediting sooner than the stated service level objectives.
 5. The customer has several concurrently open Priority 1 and 2 cases.
 6. Major business impact for customer requiring project management (i.e., multiple hot issues for same customer) or coordination of resources between companies.
 7. Executive level intervention needed to manage customer expectations or to execute "damage control."

C. Table 2 - Escalation Response Times

Priority	Escalate To CS/PMD Mgmt.	Escalate To CS/PMD VP
1	if no fix or workaround available after 96 hours	if no fix or workaround available after 144 hours
2	after 15 days or if SLO in jeopardy of being compromised or if customer situation justifies more aggressive resolution action	if additional resources required to meet SLO are not available or based on political situation
3	if escalation warranted, case should be first upgraded to Priority 2	N/A
4	if escalation warranted, case should be first upgraded to Priority 2	N/A

7. ADDITIONAL REQUIREMENTS



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- A. Four J's will provide to Reseller relevant technical support documentation (tech alerts, technical information, Program Error lists, patch lists, etc.) to facilitate customer problem diagnosis. Such information shall be considered as Confidential Information under this agreement. In addition, as between Four J's and Four J's customers, the provision of any software, documentation or information originating with Four J's shall be subject to the terms and conditions of Four J's Software License Agreement.
- B. Four J's will conduct technical knowledge & skills transfer to Reseller technical support engineers from time to time.
- C. Any technical information related to Four J's Products disclosed to Reseller in connection with this schedule shall be considered Confidential Information.
- D. Four J's shall have no obligation to disclose or provide source code to Reseller under this schedule. If, for any reason, Reseller receives or is disclosed any Four J's source code, notwithstanding anything to the contrary in the Software License Agreement, such Four J's source code shall be clearly marked as source code (unless such fact is actively known by Reseller upon receipt thereof) and shall be deemed the Confidential Information of Four J's.



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Schedule III

Marketing Commitments

1. Both parties may communicate the general existence of the Software License Agreement to other parties, including in general marketing collateral, in sales presentations and on each party's website; provided, that specific terms of pricing and other Confidential Information is not disclosed except as required by applicable law or regulation.
2. The parties will cooperate to provide joint press releases and press and analyst communications regarding the relationship from time to time as mutually agreed.
3. The parties will cooperate on joint marketing, including events, seminars, customer mailings, customer success stories and case studies, supporting quotes, and other activities as mutually agreed upon.
4. The parties will cooperate to develop and publish website entries on their respective sites which promote the alliance and include cross links to each other's sites, as mutually agreed upon.
5. Reseller shall advertise, promote, market, and distribute Developed Applications to Reseller customers using Reseller's commercially reasonable efforts to maximize Invoiced Revenues as well as to ensure customer satisfaction with the Developed Applications and any and all Reseller support, maintenance and other services related thereto.
6. Each party shall appoint a relationship manager, who will be the primary point of contact and responsible party for issues relating to the Software License Agreement. Such relationship manager may be substituted from time to time at the sole discretion of the appointing party. The relationship managers shall meet from time to time to review technical, sales, and marketing issues.



Schedule IV

List of Licensed Software to be Provided

- Genero Enterprise Deployment Module and Development Kit
- Genero Mobile Deployment Module and Development Kit

Schedule V

Evaluation License

1. **General.** If Licensee has not yet purchased the Licensed Software but has obtained them for evaluation purposes ("**Evaluation Software**"), then the terms and conditions of this schedule shall apply and those in Sections 2.1, 2.2, 6, 7, 8, and 9 do not apply to the Licensee evaluating the Licensed Software. Reference Section 2.1 and 2.2 for the terms applicable to purchased Licensed Software.
2. **Evaluation License and Term.** Subject to the terms and conditions of this Software License Agreement (excluding Section 2.1 and 2.2), Four J's hereby grants Licensee the right to use the Evaluation Software solely for the purposes of evaluating the performance and functionality of the Licensed Software in accordance with the Documentation, on a trial basis free of charge until the earlier of (a) the ninetieth (90th) day after Licensee installed the Evaluation Software (the "**Evaluation Period**") or (b) the installation date of any Licensed Software purchased by Licensee. The license in this Section 1.2 and all of Licensee's rights to use the Evaluation Software will terminate at the end of the Evaluation Period or immediately in the event that Licensee breaches any material provision of the Software License Agreement.
3. **Disclaimer.** ANY DATA LICENSEE ENTERS INTO THE LICENSED SOFTWARE, AND ANY CUSTOMIZATIONS MADE TO THE LICENSED SOFTWARE BY OR FOR LICENSEE, DURING THE 90-DAY EVALUATION PERIOD WILL BE PERMANENTLY LOST UNLESS LICENSEE PURCHASES A LICENSE TO THE SAME LICENSED SOFTWARE AS THOSE COVERED BY THE TRIAL OR EXPORTS SUCH DATA, BEFORE THE END OF THE 90-DAY EVALUATION PERIOD.