

SOFTWARE SUBSCRIPTION AGREEMENT

This Software Subscription Agreement (“Agreement”), dated as of _____ (the “Effective Date”) is by and between InterPro Solutions, LLC, a Massachusetts limited liability company with a principal place of business located at 105 Central Street, Stoneham, Massachusetts (“InterPro”), and Orange County Sanitation District with a principal place of business located at 10844 Ellis Avenue, Fountain Valley, CA 92708 (“Customer”). InterPro and Customer may be referred to herein collectively as the “Parties” or individually as a “Party.”

WHEREAS, InterPro manufactures and licenses certain computer software products set forth in Exhibit A that are the subject of this Agreement; and

WHEREAS, Customer desires to have access to and use certain InterPro software products pursuant to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, InterPro and Customer agree as follows:

1. Definitions

Unless otherwise defined herein, the following capitalized terms shall have the meaning set forth below:

- 1.1 “Authorized Third Parties” means any person(s) not a direct employee of the Customer but authorized in writing by both the Customer and InterPro to have access to the Software (as defined herein).
- 1.2 “Documentation” means InterPro's user manuals, handbooks, and guides relating to the Software provided by InterPro to Customer either electronically or in hard copy form.
- 1.3 “Initial Subscription Term” shall have the meaning set forth in Section 10.1 herein.
- 1.4 “Subscription Fee” means the cost of procuring and utilizing a Subscription as set forth on Schedule 1.
- 1.5 “Renewal Subscription Term” shall have the meaning set forth in Section 10.1 herein.
- 1.6 “Software” means the InterPro software products (and associated user interfaces) listed in Exhibit A.
- 1.7 “Subscription” means a license that authorizes a User (as defined herein) or Authorized Third Party to access the Software as specified in this Agreement during the Subscription Term (as defined herein).
- 1.8 “Subscription Term” shall have the meaning set forth in Section 10.1 herein.
- 1.9 “User” means any direct employee of Customer identified on Schedule 1, who shall be authorized to access and use the Software subject to the terms of this Agreement.
- 1.10 “Territory” means the countries and regions set forth in Exhibit A.

2. Subscription Access

2.1 Subject to the full and timely payment of the Subscription Fee and compliance with all other terms and conditions of this Agreement and the Documentation, InterPro grants, and Customer hereby accepts, a non-exclusive, limited license to access and use the Software within the Territory during the Subscription Term. The Subscription is non-transferable; provided, however, that under the Subscription the Software may be accessed and used by any User or an Authorized Third Party, subject to the terms of this Agreement. The Subscription is prohibited from being otherwise transferred, sub-licensed or resold by Customer.

2.2 Restrictions

2.2.1 Limitations on Use. Customer may use the Software for its own internal business purposes only, and may not use the Software to process data on behalf of third parties or otherwise time-share the Software with others or act as a service bureau. Customer shall not at any time, directly or indirectly, and shall not permit any Users or Authorized Third Party to: (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. The Subscription does not include any licensed access to the non-InterPro enterprise system with which it is intended to interface and such licensed access is the sole responsibility of Customer.

2.2.2 Limitations on Number of Users. Only Users and Authorized Third Parties may access the Software under the Subscription. The number of Users and Authorized Third Parties configured for access to the Software must not exceed the total number of Subscriptions purchased as set forth in Schedule 1. The Subscription pursuant to this Agreement pertains to a single production environment. In the event Customer wishes to use the Software in multiple production environments, then: (i) Customer shall notify Interpro and request additional license keys corresponding to the number of additional production environments, and (ii) the total number of Subscriptions purchased hereunder shall be allocated across license keys and production environments. Customer represents and warrants that a license key shall not be replicated or used in multiple production environments.

2.2.3 Audit. InterPro, at its expense and no more than once per year, may request Customer to verify its compliance with Section 2 of this Agreement. In such an event, Customer agrees to provide a report on the number of Users and Authorized Third Parties having access to the Software or Documentation sufficient to permit a reasonable person to verify Customer's compliance with the terms of Section 2 of this Agreement.

2.2.4 Reservation of Rights. InterPro reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Software or related intellectual property.

2.3 Customer Responsibilities

2.3.1 Customer is responsible and liable for all uses of the Software and Documentation resulting from access to or use of the Software or Documentation provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Users and Authorized Third Parties, and any act or omission by a User or an Authorized Third Party that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall ensure all Users and Authorized Third Parties are aware of this Agreement's provisions as applicable to such User's and Authorized Third Parties' use of the Services, and shall cause Users and Authorized Third Parties to comply with such provisions.

3. **Subscription Fees.**

3.1 Payment of Fees. For the Initial Subscription Term, Customer will pay Total Resource Management Inc. (TRM) the Subscription Fee by check, EFT or as otherwise specified in Schedule 1. For any Renewal Subscription Term, Customer will pay InterPro the Subscription Fee by check, EFT or as otherwise specified in Schedule 1. The Subscription Fee for the Initial Subscription Term shall be in the amounts set forth on Schedule 1. Upon each renewal, the Subscription Fee for the associated Renewal Subscription Term will be adjusted by the aggregate percentage change in the U.S. Consumer Price Index for all urban consumers, U.S. city average, as published by the U.S. Bureau of Labor Statistics, or adjusted by the number of months of the prior Subscription Term multiplied by .25%, whichever is less. Unless specified otherwise in Schedule 1, Customer will make all payments in US dollars within thirty (30) days of receipt of InterPro's invoice. InterPro may impose a finance charge of 1.0% per month on amounts unpaid by Customer following their due date.

3.2 Taxes, etc. Subscription Fees do not include taxes or levy (including interest and penalties). Customer will reimburse InterPro and TRM and hold InterPro and TRM harmless for all sales, use, VAT, excise, property or other taxes or levies which InterPro or TRM are required to collect or remit to applicable tax authorities. This provision does not apply to InterPro's or TRM's income or franchise taxes, or any taxes for which Customer is exempt, provided Customer has furnished InterPro and TRM with a valid tax exemption certificate.

4. **Installation**

The Software must be installed either by InterPro staff, TRM or by Customer in accordance with the guidance and instructions provided by InterPro staff, by a consultant certified by InterPro or any combination thereof.

5. **Limited Warranty and Warranty Disclaimer**

5.1 Software Performance. InterPro warrants that the Software will substantially perform in accordance with the functional specifications for a period of one year from the date of installation ("Warranty Period"). If during the Warranty period the Software does not substantially perform in accordance with the functional specifications, InterPro, shall, at the Customer's option correct or replace the Software free of additional charge. Any replacement Software shall be warranted for ninety (90) days or the remainder of the

Warranty Period, whichever is longer. If InterPro is unable to correct or replace the nonconforming Software under this warranty within the Warranty Period or as otherwise agreed in writing between the Parties, then InterPro shall refund Customer that portion of the Subscription Fee attributable to the balance of the Subscription Term, on a pro-rata basis. InterPro does not warrant that the Software shall be error free or meet all Customer requirements.

5.2 Media. InterPro warrants that the media on which the Software is supplied is free from defects in materials and workmanship for a period of one-hundred twenty (120) days from the date of installation. InterPro will replace any defective media returned to it within the one-hundred twenty (120) day period free of additional charge. Any replacement media will be warranted for ninety (90) days or the remainder of the original warranty period, whichever is longer. If InterPro is unable to supply Customer with media that is free from defects in materials or workmanship, such that the Software cannot perform substantially in accordance with the functional specifications, then InterPro shall refund Customer that portion of the Subscription Fee attributable to the balance of the Subscription Term, on a pro-rata basis.

5.3 Software. InterPro warrants that the Software shall be free from all computer viruses, worms, back doors, disabling devices and other harmful or malicious code intended to or which may damage, disrupt, inconvenience or permit access to the Software user's or another's software, hardware, networks, data or information. If during the Subscription Term, the Software is not in compliance with any term of this section 5.3, InterPro, shall, at the Customer's option, correct or replace the Software free of additional charge, and shall, in the event that the Software contains any computer viruses, worms, back doors, disabling devices and other harmful or malicious code that in fact damages Customer's or any Authorized Third Party's software, hardware, networks, data or information, provide Customer with technical assistance in remedying such damage at no additional cost to Customer.

5.4 Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 5 ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND INTERPRO HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. INTERPRO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 5 ABOVE, INTERPRO MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

5.5 Sole Remedy. The remedies contained in sub-sections 5.1, 5.2 and 5.3 above are the Customer's sole remedies for breach of warranty.

5.6 Ownership Warranty. InterPro warrants that it is the owner of and has the right to grant a license to use the Software specified in this Agreement free of all liens, claims, encumbrances and other restrictions and without otherwise violating any rights of any third party, including any patent, copyright, trade secret or other intellectual proprietary rights, and there are currently no actual or threatened suits or claims pending based on Licensor's alleged violation of the foregoing.

6. Intellectual Property

6.1 **Ownership.** Subject only to the license expressly granted in Section 2 hereof, InterPro and its licensors own and shall retain all right, title and interest, including all copyrights, patents, trade secrets, moral rights and all intellectual or industrial property rights of every kind and description, in and to (i) the Software and Documentation, (ii) any and all corrections, Customer feedback or corrections, bug fixes, enhancements, updates, service patches and all new versions (major and minor) provided by InterPro to Customer under this Agreement; and (iii) all developments, inventions, works of authorship, ideas, trade secrets, documents, software, data, information and all tangible and intangible property contained or embodied in the Software or the Documentation, or otherwise licensed or delivered hereunder, and all derivatives of any of the foregoing (i), (ii) or (iii). Customer acknowledges and agrees that the licensed Software constitutes a valuable trade secret and asset of InterPro.

7. Indemnification

7.1 **InterPro Indemnification.** InterPro shall indemnify, defend, and hold Customer harmless from and against any legal claim or proceeding that the Software infringes any U.S. patent, copyright, or trade secret of any third party, provided that Customer has given written notice of any claim, action, or allegation of infringement to InterPro within thirty (30) days after Customer first receives notice thereof. InterPro shall have the exclusive right to defend any such claim, action, or allegation and make settlements thereof at its own discretion. InterPro will not be responsible or indemnify Customer for any settlement or compromise made without InterPro's prior written consent. Customer shall give such assistance and information as InterPro may reasonably require in settling or opposing such claims. Customer may participate in such defense at its own discretion and cost. If any such infringement occurs or in InterPro's opinion may occur, InterPro may, at its sole option and expense (i) procure for Customer the right to continue use of the Software, or (ii) modify or amend the Software, or replace the Software with other software having similar capabilities, or (iii) if the above options are not commercially reasonable in InterPro's sole opinion, InterPro may request that the Customer return the infringing Software to InterPro along with a written notice of termination of this Agreement, and upon receipt of the infringing Software, InterPro shall repay to Customer an amount equal to a pro-rata portion of the Subscription Fee paid to InterPro for the Subscription Term. InterPro and Customer will then be released from any further obligations to the other under this Agreement, except for the obligations of indemnification provided for above and any such other obligations that survive termination.

7.1.1 **Exclusions.** InterPro will not be liable to Customer under the terms of the above clause 6.1 or otherwise, if any infringement or claim thereof is based upon (i) the use of the Software in violation of this Agreement, or (ii) use of a superseded or altered release of the Software if such infringement would have been avoided by the use of a current unaltered release of the Software otherwise available to Customer.

7.1.2 **Sole Remedy.** SECTION 7.1 SETS FORTH CUSTOMER'S SOLE REMEDIES AND INTERPRO'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOFTWARE INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

7.2 **Customer Indemnification.** Customer shall indemnify, hold harmless, and, at InterPro's option, defend InterPro from and against any Losses resulting from any third-party claim that any Customer data, or any use of Customer data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any third-party claims based on Customer's or any User's or any Authorized Third Party's (i) negligence or willful misconduct; (ii) use of the Software in a manner not authorized by this Agreement; (iii) use of the Software in combination with data, software, hardware, equipment or technology

not supported by InterPro or authorized by InterPro in writing; or (iv) modifications to the Software not made by InterPro, provided that Customer may not settle any third-party claim against InterPro unless InterPro consents to such settlement in writing, and further provided that InterPro will have the right, at its option, to defend itself against any such third-party claim or to participate in the defense thereof by counsel of its own choice.

8. Limitations of Liability

8.1 IN NO EVENT WILL INTERPRO BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER INTERPRO WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT FOR INTERPRO'S INDEMNITY OBLIGATIONS HEREIN, IN NO EVENT WILL INTERPRO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED ONE AND ONE-HALF (1.5) TIMES THE TOTAL AMOUNTS PAID TO INTERPRO UNDER THIS AGREEMENT RELATING TO THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. Copying and reverse engineering

9.1 Copies. Customer may make copies of the Software, as reasonably required for backup, disaster recovery or archival purposes. Such copies may not be used in a production environment and Customer agrees to reproduce trademarks, logos and proprietary notice from the original copy.

9.2 No Reverse Engineering. Neither Customer nor any third party company associated with the Customer may reverse engineer, disassemble, decompile or otherwise attempt to generate the source code of the Software.

10. Term and Termination

10.1 Subscription Term. Unless terminated earlier in accordance with this Section 10, the initial subscription term of this Agreement is specified in Schedule 1 ("Initial Subscription Term"). This Agreement can be extended or renewed by mutual agreement of the Parties, and by Customer providing InterPro with written notice of Customer's intent to renew the Agreement at least thirty (30) days prior to expiration of the Subscription Term. Each consecutive renewal term shall equal the number of months specified in Schedule 1 (each, a "Renewal Subscription Term") at the Renewal Subscription Fee specified in Schedule 1 (plus any adjustment per Section 3.1 of the Agreement) or as specified in an approved purchase order between the Parties. The terms Initial Subscription Term and Renewal Subscription Term will be collectively referred to in this Agreement as the "Subscription Term".

10.2 Termination. In addition to any other express termination right set forth in this Agreement:

(i) InterPro may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder and such failure continues more than fourteen (14) days after InterPro's delivery to Customer of a written demand for such payment; or (B) breaches any of its obligations under Section 2.2.1 or Section 11;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

10.2 Consequences of Termination. If this Agreement is terminated for any reason, Customer shall erase or destroy the original and all copies of the Software and Documentation and certify in writing that the original and all copies have been erased or destroyed. All Subscription Fees through the termination date due to InterPro shall become immediately due and payable without further notice.

10.3 This Section 10.3 and Sections 1, 2.3, 5, 6, 7, 8, 11 and 14, survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

11. Confidential Information

11.1 From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party

making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

12. Assignment

Customer may not assign, transfer or sub-license its rights under this Agreement without InterPro's prior written consent, which consent may be withheld in InterPro's sole discretion.

13. Publicity

InterPro shall have the right, but not the obligation, to use Customer's name and logo in promotional and marketing materials, customer lists (both in print and on its website), press releases, product brochures, and the like indicating that Customer is a customer of InterPro, provided that any press releases shall be subject to Customer's prior written approval, which shall not be unreasonably withheld.

14. Miscellaneous

14.1 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, including but not limited to the Documentation and any Schedules attached hereto, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

14.2 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

14.3 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

14.4 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14.5 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.6 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Massachusetts. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the state or federal courts located in the Commonwealth of Massachusetts in each case located in the city of Boston and County of Suffolk, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

14.7 Assignment. InterPro may assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, to any person without the prior consent of Customer. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of InterPro, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

14.8 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

InterPro Solutions, LLC

Signature

Printed Name

Title

Date

[Customer]

Signature

Printed Name

Title

Date

DRAFT

EXHIBIT A

Territory:

- United States

InterPro Software:

- EZMaxMobile
- Cloud Services Bundle

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SCHEDULE 1
Subscription Terms

Subscription License Tier: 10 Users

Initial Subscription Term: [60 months]

Start Date: []

End Date: []

Renewal Term: [60 months]

Subscription Fee(s):

Initial Subscription Fee: [\$7,842]

Renewal Subscription Fee: [\$7,842], plus any adjustment per Section 3.1 of the Agreement.

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