

**Embedded Services Agreement for Authorized Resellers**  
**(Routing and Scheduling Engine API)**

This Embedded Services Agreement for Authorized Resellers (the “Agreement”) sets forth the terms and conditions for incorporating certain routing and scheduling software of WorkWave LLC (“WorkWave”) into Reseller’s application as further described herein.

By executing a Reseller Agreement with WorkWave that references this Agreement you agree to be bound by the terms of this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to this Agreement, in which case the terms “Reseller”, "you" or "your" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with the terms and conditions of this Agreement, you must not accept this Agreement or use the Software. In addition, you may not use the Software if you are our competitor, except with our prior written consent.

You acknowledge and agree that we have the right to establish terms for the continued use of our Software.

Accordingly, we reserve the right to modify the terms of this Agreement from time to time with or without notice to you. You agree that your use of the Software constitutes your agreement to any such modification.

**1. Definitions.** The following definitions shall apply to the Agreement:

- 1.1 “API” shall mean the Application Programming Interface to the Software.
- 1.2 “Application” shall mean the Reseller application more fully described in Exhibit B.
- 1.3 “Customer” shall mean any third party that licenses the Application from Reseller for its own internal use.
- 1.4 “Customer Data” shall mean any data that a Customer stores or processes using the Software (as embedded within the Application).
- 1.5 “Documentation” shall mean the user documentation that WorkWave makes generally available in conjunction with the Software.
- 1.6 “Field of Use” shall mean the geographic, subject-matter, or other limitations on the scope of the license, as more fully described in Exhibit B.
- 1.7 “Services” shall mean (a) Technical Support and (b) any other professional services delivered by WorkWave.
- 1.8 “Software” shall mean WorkWave’s Routing and Scheduling Engine API, as more fully described in Exhibit B, as well as any Documentation and Updates.
- 1.9 “Technical Support” shall mean the support services described in Exhibit C.
- 1.10 “Update” shall mean any update, upgrade or revision to the Software that WorkWave makes generally available to other licensees of the Software.

2. **Background.** Subject to the terms and conditions of this Agreement, Reseller will incorporate the Software into the Application for license to Customers.

3. **License**

3.1 **License Grant.** Subject to the terms and conditions of this Agreement, WorkWave hereby grants Reseller a non-exclusive, non-transferable, non-sublicensable right and license to use the Software, solely for the following purposes:

- a. To develop and test the Application;
- b. To demonstrate and market the Application;
- c. To sub-license the Software to Customers within the Field of Use, but only when embedded within the Application; and
- d. To provide Customers with technical support for the Application.

3.2 **Restrictions.** The Software shall not be used for any purpose other than as expressly authorized by Section 3.1, above. In particular, but without limitation, Reseller agrees that it will not:

- a. Use the Software for its own internal use on a production basis (except as a licensee of WorkWave's Route Manager product through a separate license agreement);
- b. Sell, license, rent, lease, distribute or otherwise transfer or make the Software available to, or use the Software on behalf of, any third party, except as embedded within the Application and provided to Customers;
- c. Make the Application available outside of the Field of Use;
- d. Copy, frame or mirror any part of the Software or its content, other than as expressly authorized by this Agreement;
- e. Attempt in any way to duplicate, modify, adapt, translate, decompile, or reverse engineer the Software, or otherwise use the Software to develop any products or services that compete with the Software.
- f. Use the Software in a manner contrary to the Documentation or to applicable laws and government regulations.
- g. Use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or material in violation of third-party privacy rights.
- h. Use the Software to store or transmit viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs, or otherwise interfere with or disrupt the integrity or performance of the Software or third-party data contained therein, or attempt to gain unauthorized access to the Software or its related systems or networks.

- 3.3 **Value Add.** Without limiting any other restrictions set forth in this Agreement, all Applications must satisfy the following criteria:
- a. The functionality of the Application must be substantially different than that of the Software;
  - b. The Application must add substantial value to the Software; and
  - c. The Customer (or any other third party) must not be able to directly access the Software or the API.
- 3.4 **Distribution to Customers.** Prior to making an Application available to a Customer, Reseller shall enter into an agreement with the Customer that complies with Exhibit E, attached hereto (the “Customer Agreement”). Reseller shall be responsible for each Customer’s compliance with the Customer Agreement. In no event shall Reseller (i) use any resellers, distributors, sales agents or other multi-tier channels to distribute the Software, (ii) sublicense the Software to anyone other than a Customer or (iii) otherwise delegate any of its duties under this Agreement without the prior written consent of WorkWave. Reseller shall use commercially reasonable efforts to prevent unauthorized access to or use of the Software, and shall notify WorkWave promptly of any such unauthorized access or use of which Reseller has knowledge.
- 3.5 **Pre-approval of Customers.** Prior to entering into any license with a Customer, Reseller shall identify the proposed Customer to WorkWave in writing. WorkWave shall have the right to approve or decline any such Customer in WorkWave’s sole discretion. Reseller shall not enter into any licenses with a Customer until it has received written approval of such Customer from WorkWave.
- 3.6 **Reservation of Rights.** Nothing in this Agreement shall be deemed to grant Reseller, either directly or by implication, estoppel, or otherwise, any license or rights other than those expressly granted in this Section 3. By virtue of this Agreement, Reseller acquires only the right to use the Software and does not acquire any other rights or ownership interests in the Software. WorkWave shall retain all right, title, and interest in and to the Software. WorkWave reserves all rights to the Software not expressly granted to Reseller under this Agreement.

#### 4. **Additional Obligations Related to Software**

- 4.1 **API.** Reseller shall comply with the API Terms and Conditions of Use which can be found at: <https://www.workwave.com/api-terms/>. WorkWave may make reasonable changes to the Software provided that WorkWave gives Reseller reasonable advance notice, not less than sixty (60) days, prior to WorkWave de-supporting any aspect of the API.
- 4.2 **Retention of Data.** WorkWave shall have no duty or obligation to store more than the most recent ninety (90) days of Reseller data or Customer Data and WorkWave shall have no liability to Reseller as a result of WorkWave deleting or destroying any or all of Reseller data or Customer Data in WorkWave’s systems or otherwise in WorkWave’s possession or control that is more than ninety (90) days old.

#### 5. **Support**

- 5.1 **Technical Support.** WorkWave will use commercially reasonable efforts to provide Reseller with Technical Support for the Software in accordance with Exhibit C. In no event shall WorkWave have any obligation to provide technical support or any other Services directly to Customers.
- 5.2 **Maintenance.** WorkWave will provide Reseller with all Updates as they become generally available.

## 6. Trademarks

- 6.1 **Cross-License.** Each party (the "Trademark Licensor") hereby grants the other party (the "Trademark Licensee") a limited, non-exclusive, non-transferable right and license to use the name, trademarks, logos and services marks of the Trademark Licensor set forth on Exhibit D (the "Licensed Marks") for use in marketing and advertising collateral identifying the Trademark Licensee as a business Reseller. The Trademark Licensee shall only use the Licensed Marks in conformity with any reasonable guidelines or policies dictated by the Trademark Licensor. The Trademark Licensee is hereby granted the right to (a) display the Licensed Marks on its Web site; (b) describe the parties' business relationship on its Web site and (c) include a hot-link from its Web site to the Trademark Licensor's Web site. All rights in the Licensed Marks shall remain at all times the sole property of the Trademark Licensor and all use of the Licensed Marks shall inure to the benefit of the Trademark Licensor. Reseller agrees to assist in registration of the WorkWave Marks in the Territory in the name of WorkWave, in renewal and maintenance of such registration and in recording Reseller as a user of the Marks, as WorkWave may reasonably request. Any costs incurred by Reseller and approved by WorkWave in connection with such registration, maintenance and recording shall be at WorkWave's expense.
- 6.2 **Certification-Mark Program.** Reseller shall, at its own expense, participate in the certification-mark program described in Section 3 of Exhibit D.

## 7. Fees and Payment

- 7.1 **General.** Reseller shall pay all fees as set forth in Exhibit A (the "Fees"). These fees are guaranteed during the current term but may be subject to price increases in subsequent auto-renewed years of the contract. Unless expressly stated otherwise, all fees are non-refundable and non-cancellable.
- 7.2 **Taxes.** Unless otherwise stated in this Agreement, the Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Reseller is responsible for paying all Taxes associated with Reseller's licensing of Software; provided, however, WorkWave shall be solely responsible for the payment of income (or other similar taxes) taxes related to this Agreement. If WorkWave has the legal obligation to pay or collect Taxes for which Reseller is responsible, the appropriate amount shall be invoiced to and paid by Reseller, unless Reseller provides WorkWave with a valid tax exemption certificate authorized by the appropriate taxing authority.
- 7.3 **Unpaid Fees.** If Reseller fails to make any payment when due, WorkWave may suspend delivery of the Software or any Service until payment has been made in full. Reseller shall

pay to WorkWave interest on any amount payable to WorkWave hereunder which is not paid promptly and when due at a rate equal to the lower of (i) 12% per annum or (ii) the maximum rate of interest allowable under applicable law. All costs of collection (including reasonable attorney fees) shall be paid by Reseller.

7.4 **Audit.** For the term of this Agreement and two (2) years thereafter, WorkWave shall have the right, at its own expense and under reasonable conditions of time and place, to from time to time audit and copy all records of Reseller relating to any of Reseller's obligations under this Agreement. WorkWave shall use such information only to verify and enforce Reseller's compliance with the terms of this Agreement, to comply with any governmental reporting requirement or for such other purposes as required by law. In the event any such audit discloses any breach of this Agreement by Reseller or its employees or agents, Reseller shall, in addition to such other rights and remedies as may be available to WorkWave as the result of such breach, pay to WorkWave the full cost of such audit and copying.

8. **Proprietary Rights.** Subject to the limited rights expressly granted under this Agreement, WorkWave reserves all rights, title and interest in and to the Software, the Services, the WorkWave Confidential Information, and any improvements to any of the foregoing (including without limitation any improvements suggested by Reseller or by Reseller's usage of the Software or the Services), as well as any other invention, modification, discovery, design, development, improvement, process, algorithm, software, documentation, formula, data, technique, know-how or other invention, innovation or work of authorship, or any interest therein (whether or not patentable or registrable under copyright or similar statutes or subject to analogous protection) discovered, conceived of, reduced to practice, authored or otherwise developed by WorkWave or its agents. Reseller reserves all rights, title and interest in and to the Application, including all related intellectual property rights. As between WorkWave and Reseller, Reseller and its Customers exclusively own all rights, title and interest in and to all Customer Data.

## 9. Confidential Information

9.1 "Confidential Information" shall mean all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Reseller's Confidential Information shall include the Application, the Customer Agreements and the Customer Data; WorkWave's Confidential Information shall include the Software and the Services; and Confidential Information of each party shall include business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed by the Receiving Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

9.2 Except as otherwise permitted in writing by the Disclosing Party: (a) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (b) the Receiving Party shall limit access to

Confidential Information of the Disclosing Party to those of the Receiving Party's employees, contractors and agents who need such access for purposes consistent with this Agreement and who have acknowledged and agreed in writing to be bound by the confidentiality obligations set forth in this Agreement.

- 9.3 WorkWave shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. WorkWave shall not: (a) modify Customer Data, (b) disclose Customer Data, except as compelled by law in accordance with the following paragraph, or as expressly permitted in writing by Reseller, or (c) access Customer Data except to (i) provide the Software, (ii) prevent or address service or technical problems, or (iii) to analyze the Customer Data in order to make improvements to the Software.
- 9.4 The Receiving Party may disclose Confidential Information of the Disclosing Party if the Receiving Party is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

## 10. Warranty

- 10.1 **Software Warranty.** WorkWave warrants to Reseller that the Software shall operate in substantial conformance with the Documentation for a period of ninety (90) days after the Effective Date. WorkWave's sole obligation and Reseller's exclusive remedy in respect of this warranty is that WorkWave shall use reasonable efforts to repair or replace the nonconforming Software or (b) refund the Fees paid in respect of the nonconforming Software and terminate this Agreement.
- 10.2 **Services Warranty.** WorkWave warrants to Reseller that all Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards and practices. This warranty shall be valid for ninety (90) days from completion of the applicable Service. The re-performance of Services shall be WorkWave's sole obligation in the event of a defect. If, after re-performance of the Service by WorkWave, such Service still does not satisfy the foregoing warranty, then Reseller shall, as its sole remedy and WorkWave's sole liability, be entitled to recover the fees paid to WorkWave for the deficient Service.
- 10.3 **Limitations.** WorkWave's warranty shall not apply to any claims which (i) result from acts or omissions caused by persons other than WorkWave, (ii) result from hardware, software, firmware, network or other products not provided by WorkWave, or (iii) are not reported to WorkWave in writing within the warranty period. WorkWave makes no warranties to the Customer, whether in respect of the Application or otherwise, and Reseller shall make no warranties to Customers or any third parties on behalf of WorkWave.
- 10.4 **DISCLAIMER.** THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 10.1 AND 10.2 ABOVE ARE THE ONLY WARRANTY MADE BY WORKWAVE WITH RESPECT TO THE SOFTWARE, THE SERVICES OR THIS AGREEMENT, AND ARE

IN LIEU OF, AND WORKWAVE HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN), INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INFORMATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT WORKWAVE KNOWS OR HAS REASON TO KNOW OF SUCH PURPOSE), WHETHER ARISING BY LAW, CUSTOM, USAGE IN THE TRADE OR BY COURSE OF DEALING. WORKWAVE SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. IN ADDITION, WORKWAVE EXPRESSLY DISCLAIMS ANY WARRANTIES TO ANY PERSON OTHER THAN RESELLER.

- 11. Indemnification by WorkWave.** WorkWave shall indemnify and hold harmless Reseller from any and all costs, expenses (including reasonable attorneys' fees) and damages incurred by Reseller based upon a final determination of a court of competent jurisdiction that the normal use of the Software infringes a United States patent, copyright or trade secret of a third party. WorkWave's obligation to indemnify and hold harmless Reseller is expressly conditioned upon Reseller providing WorkWave with prompt written notice of such infringement claim and further conditioned upon Reseller cooperating with WorkWave in the defense of such claim, which defense shall be at WorkWave's expense (except for the time of Reseller's employees, which shall be borne solely by Reseller). If the use of the Software is or might be enjoined as a result of such infringement claim, WorkWave shall have the option to (i) substitute a non-infringing product, (ii) modify the Software, (iii) obtain a right for Reseller to continue to use such Software, or (iv) if none of the foregoing is commercially practicable, in WorkWave's reasonable judgment, terminate this Agreement upon written notice to Reseller and refund to Reseller the depreciated value of such Software (calculated as all Fees paid in respect of the Software, amortized on a straight-line basis over the term of this Agreement). In no event shall WorkWave have any liability to Reseller for any claim arising out of an infringement claim that is based on the use of Software in combination with other products, hardware and/or software provided by parties other than WorkWave, or resulting from modifications made by Reseller or its Customers, as the case may be. This Section 11 states the entire liability of WorkWave, and Reseller's exclusive remedy, with respect to any actual or alleged violation of intellectual property rights by the Software or any part thereof or by its use or operation.
- 12. Indemnification by Reseller.** Reseller shall indemnify and hold harmless WorkWave and its officers, directors, employees, agents, representatives, subsidiaries and affiliates, from and against any and all claims, demands, damages, liabilities, losses and expenses (including without limitation all attorney's fees, costs and expenses) of any kind whatsoever, arising directly or indirectly out of any representation, action or omission by Reseller or its agents that is inconsistent with the terms of this Agreement.
- 13. Limitation of Liability**

  - 13.1 Direct Damages.** In no event shall WorkWave's cumulative liability, whether in contract, tort, or otherwise, arising out of or in connection with the Software, the Services or this Agreement, exceed the amount of any fees received by or owed to WorkWave from Reseller during the twelve month period preceding the date of claim.
  - 13.2 Non-Direct Damages.** IN NO EVENT SHALL WORKWAVE BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, ERRONEOUS DATA, INTERRUPTION OF BUSINESS, OR FOR SPECIAL, INCIDENTAL, EXEMPLARY,

PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), WARRANTY, GUARANTEE OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 13.3 **Exclusions.** Sections 13.1 and 13.2 above shall not apply to (a) any indemnification obligations arising under Section 11 or Section 12 or (b) any breach of Section 3 or Section 9 of this Agreement.
- 13.4 **General.** The limitations contained in this Section 13 shall survive the termination of this Agreement and apply notwithstanding any failure of essential purpose or any invalidity of the limited remedies provided for in this Agreement.

#### 14. **Term and Termination**

- 14.1 **Term.** This Agreement shall commence on the date set forth below and shall continue until terminated.
- 14.2 **Termination for Convenience.** Either party may terminate this Agreement, with or without cause, upon sixty (60) days prior written notice to the other party.
- 14.3 **Termination for Cause.** Either party may terminate this Agreement upon written notice in the event of a material breach by the other party that remains uncured for ten (10) days after written notice thereof.
- 14.4 **Effects of Termination.** Upon any termination or expiration of this Agreement, each party shall return or destroy any Confidential Information of the other party. Upon written request of Reseller made within five (5) days after the effective date of termination, WorkWave will make available to Reseller for download a file of Reseller's Data and Customer Data in comma separated value (.csv) format along with attachments, if any, in their native format. The extent of the historical Reseller Data or Customer Data that will be provided to Reseller pursuant to the prior sentence will be limited to data stored within the preceding ninety (90) days. After such five-day period, WorkWave shall have no obligation to maintain or provide any Reseller Data or Customer Data and shall thereafter, unless legally prohibited, delete all Reseller Data and Customer Data in WorkWave's systems or otherwise in WorkWave's possession or under WorkWave's control. In no event shall any termination relieve Reseller of the obligation to pay any fees payable to WorkWave for the period prior to the effective date of termination.
- 14.5 **No Indemnity for Termination.** Reseller acknowledges that this Agreement is for a limited period only. The expiration or termination of this Agreement shall not, in and of itself, give rise to the payment of any indemnity, compensation or damages whatsoever by either party to the other. Without limiting the generality of the foregoing, Reseller agrees that the expiration of this Agreement or the termination of this Agreement by either party shall not, in and of itself, entitle Reseller to any termination or severance compensation or to any payment in respect of any goodwill established by Reseller during the initial term of this Agreement, or any renewals hereof, or render WorkWave liable for damages on account of the loss of prospective profits or on account of any expenditure, investment or obligation incurred or made by Reseller. Reseller further agrees to make every effort to



minimize its costs and expenses related to this Agreement in the event this Agreement is terminated or not extended for an additional term.

- 14.6 **Survival.** The provisions of Sections 7, 9 and 11-22 of this Agreement shall survive any expiration or earlier termination of this Agreement.
15. **Force Majeure.** Neither party shall be liable for any delay in the performance of its obligations and responsibilities under this Agreement when the delay is due to causes beyond such party's control, including, without limitation, war, strikes or lockouts, embargo, national emergency, insurrection or riots, acts of the public enemy, fire, flood or other natural disaster, provided that the affected party provides written notice of the delay to the unaffected party.
16. **Savings Clause.** If any provision in this Agreement is prohibited by State of Delaware or US federal law, such provision shall be of no force or effect, but the remaining provisions of this Agreement shall remain in full force and effect.
17. **Governing Law and Submission to Jurisdiction.** This Agreement shall be construed and the rights of the parties governed in accordance with the laws of the State of Delaware, without giving effect to applicable conflict of law's provisions or to the United Nations Convention on Contracts for the International Sale of Goods. Any legal action arising under this Agreement shall be adjudicated in the United States District Court for the district of New York.
18. **Equitable Relief.** The covenants of Reseller in Sections 3 and 9 hereof are of a special and unique character, and Reseller acknowledges that money damages alone will not reasonably or adequately compensate WorkWave for any breach of such covenants. Therefore, WorkWave and Reseller expressly agree that in the event of the breach or threatened breach of any such covenants, in addition to other rights or remedies which WorkWave may have, at law, in equity, or otherwise, WorkWave shall be entitled to injunctive or other equitable relief compelling specific performance of, and other compliance with, the terms of such Sections.
19. **Relationship of the Parties.** WorkWave and Reseller are independent contractors. This Agreement does not create a Resellership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
20. **Assignment.** Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld); provided, however, that WorkWave may assign its rights and obligations under this Agreement to any purchaser of the business of WorkWave, whether by merger, consolidation, reorganization, sale of stock, sale of substantially all off its assets, or otherwise, without the prior written consent of Reseller. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
21. **Export Compliance.** WorkWave and Reseller shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Software. Without limiting the foregoing, (a) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (b) Reseller shall not permit Customers to access or use Software in violation of any U.S. export embargo, prohibition or restriction.
22. **Non-solicitation.** Reseller shall not, directly or indirectly, employ or solicit for employment, or engage or solicit for engagement as a business consultant, any individual who works for WorkWave or its affiliates as employee or business consultant (or individual who was an employee or a

business consultant of WorkWave or its affiliates within the 12 month period prior to any such employment or solicitation) for the term of this Agreement or as long as WorkWave or its affiliates continue to hold quota in Reseller.

23. **Entire Agreement.** This Agreement constitutes the entire agreement between WorkWave and Reseller with respect to the purchase and sale of Software covered by the related Customer Agreement and this Agreement may not be amended or modified in any way except by a written instrument accepted.

## **Exhibit A Fees**

The Fees related to this Agreement shall be set forth in the Reseller Agreement between the parties.

## **Exhibit B Scope of License**

Please refer to the Reseller Agreement between the parties for a description of the Software, the Application and the Field of Use.

## **Exhibit C Technical Support**

For the purposes of this Technical Support Policy, a “Defect” is a failure by the Software to operate substantially in accordance with the Documentation, as demonstrated by a repeatable test case provided by Reseller.

### **Support and Maintenance**

WorkWave will provide diagnostic services and other assistance to Reseller for Defects in the Software, so long as Reseller (i) informs WorkWave of any suspected Defect, (ii) furnishes WorkWave written documentation with respect to any Defect, and (iii) provides a repeatable test case demonstrating the Defect. WorkWave’s obligation under this Agreement is limited to correction, replacement or modification of the defective portion of the Software causing the Defect. WorkWave will work diligently to provide a correction or modification for all Defects.

### **Updates and Upgrades**

WorkWave will make available to Reseller without charge access to any update or upgrade generally made available by WorkWave without charge to its other partners. WorkWave will determine when any such update or upgrade will be released and delivered to Reseller. Additional implementation services may be required in connection with the release of an upgrade, which services will be provided at WorkWave’s standard rates.

### **Limitation**

Support Services will be provided only for the most current update or upgrade of the Software; provided, however, WorkWave will continue to provide Support Services for the update or upgrade used by Reseller for a period of 12 months following release to Reseller of the most current update or upgrade.

### **Additional Documentation**

WorkWave will make available to Reseller access to any documentation or other supplemental materials that WorkWave from time to time may provide generally to its partners paying for support services without additional charge.

### **Misuse**

If WorkWave determines that a Defect resulted from (a) Reseller’s misuse, improper operation, or neglect of the Software; (b) Reseller’s failure to use the Software in accordance with this Agreement and the Documentation; (c) an accident, relocation, or other movement of the Software; (d) any alteration, modification or addition made to the Software by persons other than WorkWave or its agents; (e) Reseller’s failure to use any update or upgrade provided to Reseller within 12 months of its release to Reseller, or (f) any other fault of Reseller or Reseller’s environmental agents or employees (any of (a) through (f) collectively, “Misuse”), then WorkWave’s services in making such determination and in remedying any problem will be deemed to be “Consulting Services” and will be billed to Reseller at WorkWave's standard consulting rates of \$200/hr.

### **Reseller Responsibilities**

Reseller agrees to provide WorkWave in writing with all information and materials reasonably requested by WorkWave, to the extent reasonably available to Reseller, for use in replicating, diagnosing and correcting a Defect or other problem with the Software reported by Reseller to the extent such information and materials are reasonably available to Reseller.

### **Consulting Services**

This Technical Support Policy only applies to Defects; if Reseller has questions on the operation of the Software that do not involve a Defect (for instance, questions regarding optimization criteria, proper usage of the Software, or the like), WorkWave shall endeavor to promptly answer such questions, on an as-available basis, and shall bill Reseller, at WorkWave's standard consulting rates of \$200/hr, for any time devoted to the matter.

### **Tier 1 Support Services**

The Reseller is expected to handle all general "Tier 1" support services such as, but not limited to: general inquiries and configurations. If the Reseller decides that it cannot, or will not provide Tier 1 Support Services to their clients, WorkWave can assume this role and responsibilities at an annual charge in a tier based model as follows:

1-50 customers: \$25,000 annual recurring subscription

51-100 customers: \$47,500 annual recurring subscription

101+ customers: \$60,000 annual recurring subscription

### **Tier 1 Onboarding & Training Services**

The Reseller is expected to handle all general "Tier 1" Onboarding & Training services such as, but not limited to: initial setup, training on how to use, and advanced setup configurations. If the Reseller decides that it cannot, or will not provide Tier 1 Onboarding & Training to their clients, WorkWave can assume this role and responsibilities at an annual charge in a tier based model as follows:

1-50 customers: \$25,000 annual recurring subscription

51-100 customers: \$47,500 annual recurring subscription

101+ customers: \$60,000 annual recurring subscription

### **Support Service Plan**

The purpose of the Support Services Plan is to provide guidelines on product urgency, turnaround time, and definition of what types of issues are escalated to WorkWave on general application or technical questions. It is understood that needs may vary greatly over the course of usage of the Software and as new releases are offered.

## **Priority Definitions**

High – Reseller is in production, and the service does not respond

Medium – Reseller is in production and is able to use the system, but needs help with a problem.

Low – Reseller is testing and is not in production.

Product Management, along with representatives in Support and Client Advocacy, will prioritize any Defect that has been properly reported by Reseller for a future maintenance or scheduled major product release, unless the Defect has left Reseller unable to use the Software.

WorkWave's support specialist makes every reasonable attempt to give Reseller a work-around to bridge the time between when the issue is reported and when WorkWave can schedule the fix into a release. The factors that go into this decision by WorkWave are based on the severity level of the issue, how many other clients have reported the Defect, the degree of impact the fix would have on the rest of the Software code and user base.

Some fixes impact many areas of the Software and are often held for a scheduled major product release rather than a maintenance release. The Senior Support Specialist of Support Services determines severity levels at the time the defect is reported and verified.

## **Defect Severity Levels**

Fatal Defect Level: any one of these results will cause the issue to receive the highest priority eligible for emergency bug fix. Examples: System consistently crashes or stop responding and there is no work-around, Major function that would impact a majority of the customer base and there is no work-around.

Severe Defect Level: any of these results may cause the issue to be given high priority depending upon the overall impact of the problem. Examples: System crashes or stop responding on a consistent basis and there is a work-around possible; A feature or function is out of compliance and there is a work-around possible; Major function is not working (e.g., you are unable to save new data) and there is a work-around possible; Several clients are impacted and there is a work-around possible.

Medium Defect Level will result in the issue receiving medium priority. Examples: Minor functionality error and work-around exists.

Low Defect Level will result in the issue receiving low priority. Examples: user interface problems occur (e.g., a field label is being truncated or a spelling error appears) and does not affect client's ability to process information.

## Exhibit D Trademarks

### 1. WorkWave Marks

WorkWave grants Reseller a limited, non-exclusive, non-transferable right and license to use the Licensed Marks related to the Software. The Licensed Marks include the following:

- The phrase “Powered by WorkWave”
- The logo for WorkWave
- The “Powered by WorkWave” logo (reproduced below)

WorkWave will provide Reseller with all images and content related to the Licensed Marks. WorkWave reserves the right to update and/or create new Licensed Marks related to the Software.

### 2. Certification-Mark Program

Resellers utilizing the Software in any capacity will include a reference to the Licensed Marks, including the “Powered by WorkWave” logo (below) within their Application. The reference should be visible to Customers through the Application in a location appropriate to the end use of the Software. WorkWave and the Reseller should jointly agree on the location of the output prior to the Software being made available to Customers.



Resellers who display the output of the Software to their customers utilizing maps and/or other tools (“WorkWave Display Output”) provided by WorkWave also acknowledge that Licensed Marks and any applicable Licensed Marks belonging to 3rd Party providers will be referenced in the WorkWave Display Output.

Furthermore, Reseller agrees to display the “Powered by WorkWave” logo whenever the Software is referenced on any websites or marketing material.



### **Exhibit E Customer Agreements**

Prior to making any Application available to a Customer, Reseller shall enter into a binding agreement with such Customer (the "Customer Agreement") containing at least the following terms and conditions:

- a. The Software is confidential and proprietary to WorkWave, and WorkWave and its licensors retain all title, copyright, patent and other proprietary rights to the Software and all manifestations thereof.
- b. The Customer shall comply with all export control regulations applicable to the Software.
- c. The Customer shall not disclose the Application to third parties (including without limitation, any consultants or sub-contractors of Customer) or permit such third parties persons to have access to the Application, unless the third party has entered into a binding agreement with either Customer or Reseller, pursuant to which the third party agrees not to decompile, disassemble or otherwise attempt to reverse-engineer the Application. If the Customer is located in a member nation of the European Community, the Customer Agreement may permit limited reverse-engineering, but only to the extent required by the EC Software Directive.
- d. The Customer Agreement shall contain restrictions on the use of the Application that are substantially similar to those set forth in Section 3.2 of this Agreement.
- e. The Customer Agreement shall expressly disclaim all warranties or liability by WorkWave.
- f. WorkWave shall be an intended third-party beneficiary of the Customer Agreement, and all rights granted to Reseller and all obligations owed to Reseller thereunder that are relevant to the Software shall be enforceable by WorkWave.

Reseller shall enforce the obligations of each Customer under the Customer Agreement, and shall promptly report to WorkWave any breach of such Customer Agreement.