SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT

The terms and conditions of this Software Support and Maintenance Agreement ("**Agreement**") apply to and govern the delivery of software support and maintenance services (the **"Services"**) by BACA Systems, LLC ("**BACA**") to each licensee of BACA software programs (the "**End User**"). These terms and conditions incorporate by reference and supplement the Standard Terms and Conditions of Sale that govern your purchase of a BACA product or system; in the event of a conflict the terms and conditions of this Agreement will govern and control.

1.1   Definitions.

(a)   **"Documentation"** means documents provided to or made available to End User and that relate to the use of Software or to any equipment or systems with which Software is used.

(b)   **"Error"** means a reproducible failure of the Software to perform in substantial conformity with the specifications set forth in the Documentation, whose origin can be isolated to a single cause.

(c)   **"First Line Support"** means, in connection with the identification, diagnosis, and correction of Errors, the provision of: (i) telephone and email assistance; (ii) Remote Services; and (iii) access to technical information on BACA's website for proper use of the Software.

(d)   **"Incident"** means a support request that begins when End User contacts BACA to report one specific Error and ends when BACA either: (i) Resolves the Error; or (ii) determines in its sole discretion that the Error cannot be Resolved.

(e)   **"Maintenance Release"** means any update, upgrade, release, or other adaptation or modification of the Software, including any updated Documentation, that BACA may provide to End User from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Software, but does not include any new version of the Software.

(f)   **"Normal Business Hours"** means Monday through Friday, 7:00 a.m. to 8:00 p.m. ET, excluding federal holidays.

(g)   **"Remote Services"** means the delivery of Services remotely over the internet through the use of remote access software that BACA installs on End User's computers.

(h)   **"Resolve"** means the provision of: (i) Services that, in BACA's sole discretion, correct the Error; (ii) information to End User that corrects the Error; (iii) information to End User on how to obtain a software solution that corrects the Error; (iv) notice to End User that the Error is caused by a known, unresolved issue or an incompatibility issue with the Software; (v) information to End User that identifies the Error as being corrected by upgrading to a newer release of the Software; or (vi) notice to End User that the Error has been identified as arising out of or resulting from End User's misuse or corruption of the Software.

(i)   **"Respond"** means BACA's initial communication with End User, whether by telephone, email, or otherwise, acknowledging End User's request for Services in connection with a specific Error. "**Response**" has a correlative meaning.

(j)   **"Second Line Support"** means, in connection with the identification, diagnosis, and correction of Errors, the provision of on-site technical support at End User's premises.

(k)   **"Software"** means all software programs licensed to End User under BACA's Software License Agreement.

1.2   Scope of Services. During the Term BACA will use commercially reasonable efforts to Resolve any Incidents reported by End User as follows:

(a)   BACA, in its sole discretion, will determine the amount of time it will need to spend to attempt to Resolve any specific Incident;

(b)   BACA will initially provide First Line Support to End User to attempt to Resolve the reported Incident; and

(c)   BACA will subsequently recommend such, if any, Second Line Support as BACA, in its sole discretion, deems necessary to attempt to Resolve the Incident.

1.3   Remote Services. End User acknowledges and agrees that BACA may provide Remote Services to End User to assist in analyzing and Resolving any Incident. End User acknowledges that BACA will install and use remote access software ("**Remote Access Software**") necessary for BACA to provide the Remote Services to End User. The Remote Access Software contains technological measures designed to collect and transmit to BACA certain diagnostic, technical, usage, and related information, including information about End User's computers, systems, and network, relating to or derived from End User's use of Software. End User acknowledges and agrees that: (a) BACA may collect, maintain, process, and use this information in the course of performing the Services under this Agreement; and (b) all or portions of the Remote Access Software may remain on End User's computers after an Incident is Resolved.

1.4   Maintenance Releases. During the Term, BACA will provide End User with all Maintenance Releases that are made generally available to BACA's end users. End User does not have any right under or in connection with this Agreement to receive any new versions of the Software that BACA may, in its sole discretion, release from time to time.

1.5   Service Changes. BACA may, in its sole discretion, change any aspect of the Services or their performance provided that no such change materially reduces or otherwise has a material adverse effect on: (a) BACA's level of effort in performing the Services; (b) BACA's obligation to provide the Services under this Agreement; or (c) End User's rights under this Agreement.

1.6   Subcontractors. BACA may, in its sole discretion, perform any of the Services by or through third parties (each, a "**Subcontractor**") or any other BACA Personnel.

2.   Limitations.

2.1   Incidents. BACA has the sole right to determine, in its discretion: (a) what constitutes an Incident; and (b) when an Incident is deemed to be Resolved.

2.2   Response Time and Resolution. BACA will use commercially reasonable efforts to: (a) Respond within one (1) business day, and (b) Resolve an Incident, but does not guarantee that it will be able to Respond within that specific time period or that any Incident will be Resolved.

2.3   On-Site Visits. BACA will provide on-site Second Line Support only during normal business hours and at BACA's then-applicable standard hourly rates, unless otherwise agreed to by BACA in writing.

2.4   Effect of End User Failure or Delay. BACA is not responsible or liable for any delay or failure of performance caused in whole or in part by any delay or failure to perform any of End User's obligations under

the Software License Agreement or this Agreement in accordance with the respective terms and conditions of these agreements (each, an "**End User Failure**").

3. Exceptions. BACA has no obligation to provide Services relating to Errors that, in whole or in part, arise out of or result from any of the following (each a "**Service Exception**"):

(a) Software, or the media on which it is provided, that is modified or damaged by End User or any third party;

(b) any operation or use of, or other activity relating to, the Software other than as specified in the Documentation, including any incorporation in the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system, or network) or service not specified for End User's use in the Documentation;

(c) any negligence, abuse, misapplication, or misuse of the Software, including any End User use of the Software other than as specified in the Documentation;

(d) End User's failure to promptly install any Maintenance Release that BACA has previously made available to End User;

(e) the operation of, or access to, End User's or a third party's system or network;

(f) any relocation, installation or integration of the Software other than by BACA personnel;

(g) any breach of or noncompliance with any provision of this Agreement or the Software License Agreement by End User or any of its representatives; or

(h) any Force Majeure Event (including abnormal physical or electrical stress).

4. End User Obligations.

4.1 Notification. End User shall promptly notify BACA of any Error and provide BACA with reasonable detail of the nature and circumstances of the Error.

4.2 Compliance. End User shall comply with all terms and conditions of this Agreement and the Software License Agreement.

4.3 Use. End User shall use the Software solely in accordance with the terms and conditions set forth in the Software License Agreement and the Documentation.

4.4 Environment. End User shall set up, maintain, and operate in good repair and in accordance with the Documentation all environmental conditions and components, including all networks, systems, and hardware, in or through which: (a) the Software operates; and/or (b) the End User accesses or uses any of the Services.

4.5 Access. In connection with the performance of the Services, End User shall provide BACA Personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable BACA to perform its obligations (including the provision of the Services), and exercise its rights, under and in accordance with the terms and conditions of this Agreement, including:

(a) reasonable, uninterrupted access, both physical and virtual, to the Software and End User's premises, systems, networks, and facilities;

(b)   a safe working environment;

(c)   reasonable access to the appropriate End User personnel, including network, systems, operations, and applications personnel; and

(d)   all necessary authorizations and consents, whether from third parties or otherwise, in connection with any of the foregoing.

4.6   Data Back-up. End User agrees to back up all data, files, and information prior to the performance of any Services and hereby assumes sole responsibility for any lost or altered data, files, or information.

4.7   Technical Contact. End User shall designate and maintain throughout the Term one or more individuals to serve as its primary point of contact for day-to-day communications, consultation, and decision-making regarding the Services (each, a "**Technical Contact**"). The Technical Contact(s) shall be the sole contact(s) between End User and BACA in connection with day-to-day matters relating to the provision of Services and be responsible for reporting Incidents, providing day-to-day consents and approvals on behalf of End User, and communicating with and providing timely and accurate information and feedback to BACA in connection with the Services. End User shall ensure its Technical Contact(s) have the requisite organizational authority, skill, experience, and other qualifications to perform these duties. End User shall use commercially reasonable efforts to maintain the same Technical Contact(s) in place throughout the Term and provide at least thirty (30) days' prior written notice to BACA of any replacement or change in the name or contact information of any Technical Contact.

4.8   Information. End User shall provide BACA with all information reasonably requested by BACA from time to time relating to End User's use of the Software or Services, including information on End User's hardware, network, systems, and any related Third-Party Materials.

4.9   Current Release. Except as otherwise specified in this Agreement, End User must run only the current release level of the Software that BACA has made available to its customers. End User shall install all Maintenance Releases as soon as reasonably possible from the date they are made available by BACA. **BACA SHALL HAVE NO OBLIGATION TO PROVIDE SUPPORT SERVICES FOR SOFTWARE THAT IS NOT AT THE CURRENT RELEASE LEVEL, AND END USER EXPRESSLY RELEASES BACA FROM ANY OBLIGATION OR LIABILITY ARISING FROM OR RELATED TO THE NON-DELIVERY OF SERVICES DUE TO END USER'S FAILURE TO RUN THE CURRENT RELEASE LEVEL OF THE SOFTWARE.**

5.   Fees; Payment Terms.

5.1   Fees. In consideration of the Services and the rights granted by BACA to End User under this Agreement, End User shall pay to BACA fees and other amounts payable pursuant to this Section 5 as set forth in an applicable ordering document.

5.2   Fee Increases. BACA may increase Fees for any Renewal Term by providing written notice to End User at least seventy-five (75) calendar days prior to the commencement of such Renewal Term, and the applicable ordering document for the Services will be deemed amended accordingly.

5.3   Remedial Fees. If an Error is falsely reported by or on behalf of End User, or the cause of any Error or system problem is other than the Software, End User shall pay BACA's standard hourly rates then in effect for any Services provided to investigate or attempt to Resolve such Error or problem.

5.4   Reinstatement. If End User elects not to renew Services it may reinstate Services solely by (i) purchasing the then-current release level of the Software, and (ii) entering into or otherwise agreeing to the terms and conditions contained in BACA's then-current version of its Software Support and Maintenance Agreement.

5.5   Reimbursable Expenses. End User shall reimburse BACA for all out-of-pocket expenses incurred by BACA in connection with performing Second Line Support or any other on-site Services ("**Reimbursable Expenses**").

5.6   Taxes. All Fees and other amounts payable by End User under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, End User is responsible for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by End User hereunder, other than any taxes imposed on BACA's income.

5.7   Payment. End User shall pay all Fees in accordance with the applicable ordering document for the Services.

6.   Term and Termination.

6.1   Initial Term. The initial term of this Agreement commences as of the Effective Date and will continue in effect until twelve (12) months from such date unless terminated earlier pursuant any of the Agreement's express provisions (the "**Initial Term**").

6.2   Renewal Term. This Agreement will automatically renew for additional successive 12-month terms unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term (each a "**Renewal Term**" and, collectively, together with the Initial Term, the "**Term**"). This Agreement will terminate upon non-renewal.

6.3   Termination. This Agreement may be terminated at any time:

(a)   by BACA, effective on written notice to End User, if End User fails to pay any amount when due under this Agreement, the Software License Agreement, or any other agreement between End User and BACA, where such failure continues more than ten (10) business days after BACA's delivery of written notice thereof ("**Payment Failure**");

(b)   by BACA, immediately on written notice to End User if any two (2) or more Payment Failures occur in any six (6) month period;

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

(d)   automatically, effective immediately, on the expiration or earlier termination of the Software License Agreement; or

(e)   by BACA, effective immediately, if the End User: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.

6.4   Effect of Termination or Expiration.

On the expiration or earlier termination of this Agreement:

(a)   all rights, licenses, and authorizations granted to End User hereunder will immediately terminate; and

(b)   all amounts payable by End User to BACA of any kind are immediately payable and due no later than ten (10) days after the effective date of the expiration or BACA's termination of this Agreement.

6.5   Surviving Terms. The provisions set forth in the following sections, and any other right, obligation, or provision under this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: this Section 6.5, Section **Error! Reference source not found.** (Definitions), Section 6.4 (Effect of Termination or Expiration), and Section 7 (Miscellaneous).

7.   Miscellaneous.

7.1   End User acknowledges that all telephone calls with BACA service personnel may be recorded or monitored, and End User consents to such recording or monitoring.

7.2   The Agreement is the complete and exclusive statement of the contract between End User and BACA and supersedes all previous correspondence, quotations, and/or agreements relating to Services that are the subject of the Agreement.

7.3   No amendments, modifications, supplements, limitations, waivers, or discharges of this Agreement or any of its terms shall bind BACA unless in writing and signed by an authorized representative of BACA, making express reference to amending the Agreement. No agent, employee, or representative of BACA has any authority to sign and bind BACA with respect to any of the foregoing (including without limitation any representation or warranty not contained in this Agreement concerning Services), unless expressly authorized by BACA to do so.

7.4   This Agreement is governed by and will be interpreted and enforced in accordance with the laws of the State of Michigan, U.S.A., without regard to conflict of laws principles. End User consents to the exclusive jurisdiction of the state and federal courts located in Oakland and Wayne County, Michigan, over any matter arising from or related to this Agreement, any services purchased under this Agreement, or End User's relationship with BACA ("Disputes"). End User and BACA each waive the right to a jury trial for Disputes and agrees that all Disputes will be resolved through bench trial. End User and BACA each waives and disclaims application of the UN Convention on Contracts for the International Sale of Goods to the Agreement or to any Dispute.

(a)   If End User is located outside of the United States or Canada but in the Western Hemisphere, End User consents to the exclusive jurisdiction of the state and federal courts located in Dade County, Florida, U.S.A., for resolution of all Disputes.

(b)   If End User is located outside of the United States or Canada but in the Eastern Hemisphere, End User consents to the exclusive jurisdiction of the state and federal courts located in New York, New York, U.S.A., for resolution of all Disputes.

7.5   This Agreement and End User's rights and obligations hereunder may not be assigned, pledged, hypothecated, or otherwise transferred by End User except with the prior written approval of BACA, which shall

not be unreasonably withheld or delayed. BACA may assign this Agreement and its rights and obligations hereunder to a third party, without End User's approval

7.6   If any provision of this Agreement shall be held to be unenforceable or invalid, such provision shall be ineffective to the extent of such prohibition or invalidity, and the balance of this Agreement shall be interpreted as if such provision were so excluded.

7.7   No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemics or pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, inactions, or actions, including but not limited to those related to the issuance of work visas or permits; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party.

7.8   This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language version shall prevail.