

# GL Suite Software Agreement/ Terms of Service

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## This Agreement May Not Apply to You!

Some Licensees have a separate agreement with GL Solutions which covers the use of the software and services. In such cases, the terms of that agreement supersede and replace this Terms of Service. If you have a written software license agreement with GL Solutions, please disregard this notice.

## General Terms

**1. Parties.** Parties to this GL Suite Software Agreement (“Contract”) include GL Suite, Inc., an Oregon corporation (“Company”), and the entity (“Licensee”) meeting one of the following descriptions:

(a) A named entity: \_\_\_\_\_, an (agency of the State of \_\_\_\_\_ OR \_\_\_\_\_, an \_\_\_\_\_ corporation), or

(b) The entity receiving an offer from Company (“Offer”) in response to request for offers (“Procurement”), or

(c) An entity without another written software license agreement with GL Solutions, by using our software and services, you are agreeing to these terms on behalf of your employer. Please read them carefully.

**2. Contract Purpose.** The purpose of this contract is to provide for the installation, hosting and servicing of a business process automation software application known as GL Suite in accordance with the terms of this contract

**3. Contract Incorporation.** This Contract may be executed in any number of counterparts, including this contract, Company’s offer and, optionally, Licensee’s request for offers, each of which shall be deemed to be an original and all of which shall constitute one agreement which is binding upon all the parties hereto, notwithstanding that all parties are not signatories to the same counterpart. If this Contract was submitted with the Company’s offer in response to Licensee’s request for offers, Company intends for the offer to be contingent upon acceptance by Licensee of the terms of this Contract. This Contract and all rights and obligations of the parties hereunder and all rights and obligations of the parties shall be governed by, and construed and interpreted in accordance with, the laws of the State of Oregon applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance. This Contract may only be amended in a written agreement executed by authorized representatives of both parties hereto.

**4. Contract Term.** This Contract shall be effective upon execution of this agreement by the parties and receipt of payment for a GL Simple plan by Company. The

Contract shall expire concurrently upon the expiration of all GL Simple plans. GL Simple plans are offered only for the most current and immediately prior version of the Software in effect at the time the GL Simple plan is purchased.

**5. Access.** If the Software is hosted by on Licensee controlled equipment and subject to Licensee's review and approval of access security precautions, Licensee shall establish a secure method by which Company can perform remote administration and updates to the installed Software.

**6. Assignments by Company.** Any and all rights and interests of Company under this Contract may be assigned, either in whole or in part, without notice to Licensee, and Licensee agrees that its rights under this Contract are expressly subject and subordinate to any and all security interests which may now or hereafter be placed by Company or its assigns upon the Software. All references in this subparagraph to assignment shall be deemed also to include any pledge, mortgage, transfer or other disposition. Subject always to the foregoing provisions of this section, this Contract shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto and, where appropriate, their heirs, legatees and personal representatives. The Company will provide Licensee with no less than a ninety (90) calendar day notice of impending cessation of its business.

## **7. Insurance**

**(a) Workers' Compensation Insurance** - Company shall maintain during the term of this Contract workers' compensation insurance in compliance with applicable State law, which requires subject employers to provide workers' compensation coverage for all their subject workers.

**(b) Professional Liability Insurance** - Company shall maintain during the term of this Contract professional liability insurance with a combined single limit, or the equivalent, of not less than one and one-half (1-1/2) times the total amount payable to Company under this Contract for each claim, incident or occurrence to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this Contract.

**(c) General Liability Insurance** - Company shall maintain during the term of this Contract general liability insurance with a combined single limit, or the equivalent, of not less than one and one-half (1-1/2) times the total amount payable to Company under this Contract for each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnities provided under this Contract and endorsements for products, completed operations and personal injury. It also shall provide that the Licensee and their agencies, subdivisions, officers, employees and agents are additional insured but only with respect to Company's services to be provided under this Contract.

**(d) Automobile Liability Insurance** - Company shall maintain during the term of this Contract automobile liability insurance with a combined single limit, or the equivalent, of not less than the amount required under law for each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.

**(e) Notice of Cancellation or Change** - Company shall not cancel, cause a material change in, reduce its limits for or omit or intend not to renew the insurance coverage required under this Contract without thirty (30) calendar days' prior written notice from Company or its insurers to Licensee.

**(f) Certificates of Insurance** - The certificates shall specify all of the parties who are additional insured and shall indicate all deductible amounts or retentions for all self-insurance. If requested, complete copies of insurance policies shall be provided to Licensee. Company shall be financially responsible for all pertinent deductibles, self-insured retention, and self-insurance.

**(g) Payments.** Licensee shall make payments to Company in accordance with the Pricing Addendum during the installation.

**i.** If the Pricing Addendum identifies fixed-priced deliverables, GL Simple Plan fees are due upon Acceptance of the Software deliverables.

**ii.** If no fixed-priced deliverables are identified, GL Simple-Enterprise Plan fees are due immediately.

**iii.** Licensee may elect quarterly or annual billing for the GL Simple plan fees. If the Licensee fails to make timely payment for a quarterly invoice, Company shall require annual payment of GL Simple plan fees. Company may prorate GL Simple fees to coincide with the end of a quarter or the Licensee's fiscal year.

**iv.** Company may increase the cost of any item in the Pricing Addendum by a percentage not to exceed the consumer price index for urban dwellers of the most recent twelve-month period reported by the United States Department of Labor. Company shall notify Licensee not less than three months prior to any price change.

**(h)** Irrespective of any language on or accompanying a payment, Company shall apply all payments received to the oldest invoice due.

**(i) Payment Obligation Absolute.** Licensee's obligations under this Contract, including the obligation to pay license fees unabated, shall continue in full force and effect regardless of any inability of Licensee to use the Software because of war, governmental regulations, or strikes, unless for breach of contract or warranty.

**(j)** Should Licensee fail to pay any amount required hereunder to be paid by Licensee to Company, within thirty (30) days after the due date thereof, Licensee shall

pay the Company interest on the unpaid amount of such delinquent payment at the rate of eight percent (8%) per annum from the date such payment was due until it is paid in full, or, in the event such rate exceeds that which is permitted by applicable law, the highest permissible rate.

## **8. Contract Termination**

**(a)** Termination without Cause – Either party may terminate this Contract without cause upon the later of the current GL Simple plan or 90 days prior notice to the other party.

**(b)** Termination for Cause – Following a 30-day written notice to cure, either party may terminate this Contract for a material breach of the Contract terms. A notice to cure must detail each instance of breach, including the facts and provisions of the contract breached, and the remedy sought. The breaching party shall be allowed a good-faith effort to cure. The remedy sought must be reasonably intended to allow the party to fulfill the material provisions of the contract such that the notifying party would waive the breach and the contract may continue if the remedy is provided by breaching party. The notifying party shall act in good faith and take all reasonable steps to allow breaching party to cure any such breach. The parties intend for this notice and right to cure provision to supersede any other provision in conflict within this contract, whether those provisions be contained in a document with precedence or not.

**(c)** Company's Remedies - In the event Company terminates the Contract for breach by Licensee, Company shall have the right to exercise any one or more of the following remedies:

- i.** To sue for and recover all payments, then due or thereafter accruing hereunder;
- ii.** To immediately terminate all performance of GL Simple plan services;
- iii.** To bring an action in a court with jurisdiction over Licensee seeking injunctive relief mandating removal and surrender of the Software;
- iv.** To terminate the license as to any or all items of the Software; and
- v.** To pursue any other remedy available at law or in equity.

The foregoing remedies are cumulative and not exclusive or sequential.

**(d)** Licensee's Remedies – In no event shall Company's liability for breach of contract exceed the sum of all funds previously paid to Company during the prior twelve months. This remedy is Licensee's sole and exclusive remedy for any non-conformities, defects or errors and all performance or non-performance problems related to the Contract including without limitation any breach of warranty by Company. The parties intend for this limitation of liability to supersede any other provision in conflict within this contract, whether those provisions be contained in a document with precedence or not.

**(e) Attorney Fees** – Neither party shall be entitled to costs or expenses in exercising any of its rights or remedies in enforcing any of the terms, conditions or provisions hereof. The parties intend for this attorney fees section to supersede any other provision in conflict within this contract, whether those provisions be contained in a document with precedence or not. In the event this provision is determined not to be enforceable, both parties shall reimburse the other party in proportion of their liability for reasonable costs and expenses, including attorneys’ fees, costs and disbursement incurred by Company in exercising any of its rights or remedies in enforcing any of the terms, conditions or provisions hereof.

**(f) Waiver** - The waiver by either party, or the failure by either party, to claim a breach, or give notice with respect thereto, of any provision of this Contract shall not be, or be held to be, a waiver of any subsequent breach, or as affecting in any way the effectiveness, of such provision.

**(g) Transition Upon Termination** - During any GL Simple Plan and upon an appropriate service request by Licensee, Company shall provide services under a GL Simple plan for an effective and efficient transition of service with minimal disruption to the Licensee including cooperation and assistance to ensure that all Licensee data is securely transferred to Licensee, within thirty (30) calendar days of the request. The services provided shall assist Company’s successor with a successful transition to the new service and/or equipment, with minimal downtime and adverse effect on the Licensee. Licensee Data will be transferred in SQL Server Database Backup format via a SFTP site specified by Licensee or through other media as required by the size of the data. During any GL Simple plan, the Company will provide a written statement or certificate to the Licensee stating that all Licensee data has been transferred or deleted or disposed of as directed by the Licensee.

**9. Notices.** Any and all notices (“Notices”) which either party hereto may desire to give to the other party hereunder shall be deemed to be duly given if and only if mailed by registered or certified mail, postage prepaid, addressed to the other party at its address as set forth below or at such other address as such party may designate to the other party in writing from time to time. Notification by any other means shall be considered a service request and a waiver of any related breach of contract dispute until such time as the party provides notice in accordance with this paragraph.

If to Company:                   GL Suite, Inc.  
   PO Box 591  
   Bend, Oregon 97709

If to Licensee:                   Mailing address identified by Licensee  
   on Licensee’s public web site.

## GL Suite Software

**10. Software License.** Company grants to Licensee and Licensee accepts from Company a non-exclusive, non-transferrable, terminal license and right to use GL Suite software for each named individual for whom Licensee purchases a GL Simple support plan. GL Suite is a software application designed to automate business processes in specific industries such as risk management, claim and government regulations (the “Software”) on the terms and conditions set forth in this Contract, exclusively for the following purposes defined in this section. The license shall terminate concurrently with any GL Simple plan.

(a) Licensee may use the Software to support customers, licensees, and other third parties for the purpose of providing these persons the ability to make payments, apply, renew licenses, verify requirements, report enforcement actions and related information and documents. Licensee may connect third-party software to the Software through Company provided interfaces to support the use identified in this paragraph.

(b) For the duration of this Contract, Company licenses to Licensee the rights to develop new customized functionality for the exclusive use of Licensee. All such developments by Licensee shall be considered part of the “Software.”

(c) Company designed the Software for the purpose of meeting multiple Licensee needs without modification of software code distributed to all Licensees. Company retains the right to determine whether the functionality requirements shall be provided by configuration of the Software or by modifications to the Software distributed to all licensees.

(d) Software includes all new releases and versions, and deliverables provided as a service in a GL Simple plan.

**11. License Limitations.** The Software license granted by this Contract is limited.

(a) Licensee may not use, copy, modify, or transfer the Software, or any copy, in whole or in part, except as expressly provided for in this Contract.

(b) Licensee may copy the Software only for backup purposes, provided that Licensee reproduces all copyright and other proprietary notices that are on the original copy of the Software provided to Licensee.

(c) Company retains all rights, title and interest in and to all software, documentation, derivative works and other intellectual property developed, designed, created or contributed by Company pursuant to this Contract, excluding Licensee’s domain name, and excluding the graphics and data supplied by Licensee.

(d) Licensee may transfer the Software and all rights under this Contract to another party together with a copy of this Contract if the other party agrees to accept the terms of this Contract and Licensee receives written authorization directly from Company

prior to any such transfer. If Licensee transfers the Software, Licensee must at the same time either transfer all copies whether in printed or machine-readable form to the same party or destroy any copies not transferred. Any attempt to transfer any of the rights, duties, or obligations hereunder except as expressly provided for in this Contract is void.

(e) Licensee may not rent, lease, loan, resell for profit, distribute, or network the Software except as otherwise provided in this Contract.

(f) Licensee agrees not to disassemble, decompile, translate or convert into human readable form or into another computer language, reconstruct or decrypt, or reverse engineer, all or any part of the Software to develop new software with some or all of the functions of the Software.

(g) In the event Company ceases to exist and fails to assign its rights in the Software to another entity, Licensee shall have the right to make modifications of the Software source code notwithstanding the terms of this section.

(h) Licensee shall not donate, distribute, license, sell or otherwise authorize the use or possession of modifications to any person other than Licensee's employees.

(i) Any software, reports, data structures, and other work product created as a consequence of GL Simple plan service shall become the exclusive property of Company. Company licenses without additional charge Custom Programs to Licensee. License shall include all rights granted under the Software License and the additional rights to decompile and modify the software, reports, data structures, and other work product created as a consequence of software maintenance.

**12. Software Component Licenses.** Software includes the distribution of other licensed software code subject to the limitations noted below:

i. The Alex FTPS Client is distributed under the GNU Library General Public License (LGPL). Therefore, the licensee is entitled to all rights under that license to the Alex FTPS Client software assemblies only.

ii. Json.net Copyright (c) James Newton-King from Newtonsoft is provided under the MIT Free Software license. Therefore, the licensee is entitled to all rights under that license to Newtonsoft assembly only.

iii. The Sphorium Technologies Webdav.Net is distributed under the GNU Library General Public License (LGPL). Therefore, the licensee is entitled to all rights under that license to the Sphorium Technologies Webdav.Net software assemblies only.

iv. Software redistributes Telerik Rad Controls, Telerik. All rights reserved, for Ajax under license with Telerik. Licensee may not develop new software utilizing Telerik's software libraries without first obtaining a Telerik Developer's

License. Licensee may configure and utilize Software features without a Telerik Developer's License.

**13. Intellectual Property Protection.** This Contract does not provide Licensee with title to or ownership of the Software, but only a right of limited use. Company shall have sole and exclusive ownership of all right, title and interest in and to the Software, all copies thereof, all derivative works, Program Concepts, and all related works and materials (including ownership of all copyrights, trademarks and other intellectual property rights pertaining thereto), in any media now existing or subsequently developed, whether created by Company or any other party, subject to the rights of Licensee expressly granted herein. Licensee agrees to protect Company's interest in the Software, as follows.

(a) Licensee agrees to allow access or use of the Software only by employees of Licensee or by contractors under a written Contract, which preserves Company's rights to the Software and that prevents contractors from using, redistributing, disclosing or otherwise violating the rights of Company.

(b) Licensee agrees to maintain the confidentiality of the Software including all concepts, documentation, methods, processes and ideas, and the structure, sequence, and organization, designs, data models, tables and set-ups, and interfaces embodied, or expressed therein (the "Program Concepts") and to use same only as expressly authorized in this License. Licensee shall not disclose, provide, or make the Software or Program Concepts available in any form or medium to any person, in whole or in part, except on a confidential basis to such of Licensee's employees and consultants who need to access the Software to enable Licensee to exercise its rights under this License. Licensee shall take reasonable steps to ensure that such employees and consultants will keep the Software and Program Concepts confidential, and Licensee shall be liable for any breach of this Contract by such employees or consultants.

(c) Licensee shall include all proprietary, copyright, trademark, design right and trade secret legends, in the same form and location as the legend appearing on the Software on all authorized backup and archival copies of the Software. Further, Licensee shall not remove any proprietary, copyright, trademark, design right or trade secret legend from the Software.

(d) Licensee shall, at its own expense, keep the Software free and clear of all levies, liens and encumbrances. Licensee shall give Company immediate notice of any attachment or other judicial process affecting the Software.

## Project Management

**14. Management Plan.** Within 30 days following contract execution and annually thereafter, Licensee and Company shall Accept a Management Plan, which describes the project management methodology including scope, schedule, change, risk, deliverable review and communication management activities. The management plan shall become an amendment to this contract.

**15. Company's Duties.** Company shall provide the services identified in the Management Plan and those listed in this section during any installation and for the term of any GL Simple plan.

(a) Conversion – Company will to transfer legacy data from delimited or fixed length ASCII text files or an ODBC compliant data source to the Software. Transfer of data means the manipulation of data from a data source to the table structure utilized by Software. Conversion Services does not include the identification or correction of data-entry or normalization errors present in legacy systems.

(b) Design – Company shall gather business requirements from Licensee and create designs and specifications that describe the Software functionality that accomplishes the business requirements gathered. Software may accomplish the functional outcomes of the Legacy System using alternate controls, steps and procedures, some of which may be faster or slower for users to execute in the Software than in the legacy Software.

(c) Development – Company shall configure and program the Software to operate in accordance to Accepted specifications.

(d) Testing – Company shall perform unit and system tests to ensure the development conforms to the Accepted specifications.

(e) Training – Company shall provide end user training on how to use the software as described in Accepted specifications.

(f) Project Management – Company shall perform project scope, schedule, change, conflict, risk, deliverable review, and communication management activities.

**16. Licensee's Duties.** Licensee shall provide the services identified in the Management Plan and those listed in this section for the term of any GL Simple plan. Licensee agrees that Company's performance is dependent upon Licensee's timely and effective cooperation with Company. Accordingly, Licensee acknowledges that any delay by Licensee waives any requirement for Company's timely performance; waives Licensee's rights to liquidated damages, if any; may cause delay in the first production use of the software and subsequent delivery of a GL Simple plan services. Performance by Licensee of the provisions of this section shall be an essential element of this contract.

(a) Conversion - Licensee shall produce legacy data along with documentation that describes the Legacy Data structure, relationships, fields and tables in detail sufficient to enable Company to convert the data to a format utilized by Software

(b) Subject Matter Expertise - Licensee shall provide all necessary staff required by Company to assist Company with the design. Staff shall possess subject matter expertise on Licensee's operations and business requirements.

(c) Change Management – Licensee shall provide all executive and management necessary to manage change and redirect or redefine the use of resources, business process, budget allocations, or other modes of operation necessary to ensure an effective and smooth software installation.

(d) Design – Licensee shall allocate necessary staff resources to provide detailed business requirement descriptions, review deliverables, and answer clarifying business requirement questions in accordance with the Management Plan.

(e) Communication Management - An employee of Licensee with direct supervisory authority over Software users shall attend all project management status meetings throughout the project.

(f) Training – Licensee shall require training attendance and participation by Software users. Licensee shall provide one or more employees with responsibility for retraining users and providing personal direction to employees requiring additional assistance.

(g) UAT - Licensee shall conduct UAT testing exclusively by following written process instructions and flow diagrams provided by Company and developed for each business process identified in the Goal and Scope Document. Licensee shall allocate necessary staff resources to complete UAT exit criteria in the UAT Plan including testing all processes during the UAT period.

(h) Licensee shall allocate necessary staff resources including, but not limited to, provide detailed business requirement descriptions, review deliverables, answer clarifying business requirement questions, perform UAT testing, and manage staff and process change within Licensee’s organization.

**17. Project Management Tools.** Company and Licensee agree to use GL Portal, an online, web-based project management system developed by Company to store project deliverables, communicate schedules, provide Acceptance of specifications and other deliverables, answer clarifications, report defects, and provide notifications.

(a) Company will issue Licensee a unique login and access to GL Portal for each person authorized by Licensee.

(b) Licensee will authorize Company to grant GL Portal access only to Licensee agents with authority to act on behalf of Licensee.

(c) Company shall utilize Microsoft Word, Excel, PowerPoint and Visio to develop written project documents.

(d) Company shall provide project management forms for acceptance, deliverable review reporting defects, etc. No other project management software or forms shall be used.

**18. Requirements Refinement.** Software functionality required by this contract shall be clarified through a process of refinement. The refinement begins with the adoption of a Goal and Scope Document which describes the business processes, interfaces, outputs and legacy data sources required prior to production use of the

software. Subsequently to the first production use of the system, a Goal and Scope document shall be adopted for each GL Simple Project.

**19. Order of Precedence.** When determining software functionality required by this contract, the following documents shall have precedence in the order listed:

(a) Specifications which includes detailed design documents including Self-Documenting Specifications, Report, Correspondence and Subform Designs, Web Page Specifications, and Security Specifications

(b) Business Process Design or Web Site Design

(c) Goal and Scope Document

(d) Change Requests

(e) Contract, as amended

(f) Company's Offer, as amended, if any

(g) Licensee's RFP, as amended, if any

**20. Specification and Document Deliverable Review.** Company shall create specifications and other documentation, such as project management documents, training, and software documentation, to support the Goal and Scope Document.

(a) Company shall submit specifications and documentation to Licensee for Acceptance using GL Portal. Company shall specify which contract requirements are met by the specification or documentation.

(b) Licensee shall review the specification or documentation to determine whether the document, if developed per the specification, fulfills the contract requirement specified by Company.

(c) Licensee shall respond to Company's request for approval by:

i. Accepting the submitted specification or documentation within seven calendar days,

ii. Rejecting the specification or documentation within seven calendar days, or

iii. Not responding to the Acceptance request within seven calendar days. Not responding to the Acceptance request within seven calendar days constitutes Licensee's Acceptance of the specification or documentation.

(d) If the specification or documentation does not conform to the Contract, Licensee shall notify Company using GL Portal and forms provided by Company specifying the specific contract exceptions which cause the specification or documentation to be unacceptable. All such deficiencies within the specification or documentation must be noted during Licensee's initial review of the specification or documentation.

(e) Company shall correct the deficiencies and resubmit the specification or documentation within seven calendar days from the receipt of the rejection.

(f) Licensee shall have seven calendar days to re-inspect, test and reevaluate the resubmitted specification or documentation to determine whether deficiencies initially noted are corrected.

(g) Additional cycles may be added until all deficiencies initially noted are corrected.

(h) During any re-inspection by Licensee, the Licensee may not report any new deficiency not reported during the initial rejection of the specification or documentation.

(i) Acceptance of a specification or documentation constitutes Acceptance that Company's development and implementation of the software according to the specification or documentation satisfies Company's performance obligations with respect to the corresponding contract requirement identified. Acceptance of a software deliverable constitutes Acceptance that the Software performs as specified.

**21. Delivery.** Delivery of a project artifact, deliverable or software occurs upon any of the earliest of any of the following events:

(a) Delivery scheduled in a project plan, Goal and Scope Document, Management Plan, UAT Plan;

(b) Notification of delivery in GL Portal; or,

(c) Actual notification of delivery by email or phone.

**22. Acceptance.** Any the following conditions constitute acceptance ("Acceptance") of a project document, specification, software, Software, sub-deliverable or deliverable by Licensee, in the form delivered by Company:

(a) Written acceptance by Licensee;

(b) Production use of the Software in a live environment; or

(a) Failure to test, inspect and report specific defects regarding the Software or any contract deliverable within seven calendar days after delivery by Company to Licensee.

**23. UAT Plan.** No later than 30 days prior to the planned commencement of User Acceptance Testing for the initial product usage of the Software, Licensee and Company shall adopt a UAT Plan, which describes the objective, measurable criteria for beginning and successfully exiting UAT. Successful performance of the UAT exit criteria constitutes Licensee's direction to complete the migration and deliver the Software to the production environment.

## GL Simple

**24. GL Simple Plan.** Company offers licensing, hosting, software, maintenance and warrant services as annual support plans. ("GL Simple"). Licensee's right to purchase a GL Simple plan from Company expires five years from execution of this Contract, unless

otherwise extended by mutual agreement between the parties. GL Simple plans must be purchased for consecutive time periods. Failure by Licensee to purchase a GL Simple plan for any period of time terminates Licensee's right to purchase a GL Simple plan under this Contract.

**(a)** The annual cost of a GL Simple plan is based on the tier and number of named Licensee employees or contractors with access to the Software whether or not such usage is concurrent as shown in the Pricing Addendum. Licensee shall purchase the same GL Simple-Tier plan for all named-users.

**(b)** Certain GL Simple services require the use of a Task or Project.

**(1)** Projects – A project includes a request for a GL Simple service with any of the following characteristics: 1) functionality requests that require coordination between Company and a third-party; 2) functionality requests with three or more finite deliverables which must be delivered in a specific sequence to meet the Licensee's business requirements; 3) functionality which may impact other aspects of the configured Software and therefore require a system test of an entire business process; or 4) service or functionality which requires the presence of a Company employee onsite at Licensee's place of business.

**(2)** Tasks – A task is a single request for a GL Simple plan service except requests that are a project.

**(c)** At the Company's sole discretion, Company may establish and modify reasonable policies affecting the definition of GL Simple services, the concurrency of item fulfillment, the definition of projects and tasks, and the request timing required to perform requests within a GL Simple plan.

i. Company may determine that a request is more than one project if the activities are designed to produce more than one specific final output; the activities may start and stop independently of one another; an output is being produced for more than one internal or external customer; or, the process steps substantially vary to produce the specific final output. Company may determine a request for a public web site enhancement is more than one project if the site includes alternate processing steps for ownership or employment changes, address change, names changes, status changes, fees, or license input based on license type or status or other license criteria.

ii. Changing Company or software industry standards may require the use of a project prior to update an existing web site or business process to conform to the new standard.

**(d)** All GL Simple plans shall be purchased for an annual term. Upon the expiration of any annual term, the GL Simple plan tier then in effect for Licensee shall be automatically renewed for an additional annual term, unless Licensee has provided Company 90-day's written notice of non-renewal or request to change GL Simple plan tier prior to the date of current GL Simple plan expiration.

(e) GL Simple plan fees are non-refundable. Licensee's obligation to pay GL Simple plan fees for the full duration of the annual plan period shall survive the termination of this Contract.

### 25. GL Simple Plan Tiers.

(a) GL Simple plans are offered in three tiers: Standard, Professional and Enterprise. Prior to the first production use of the Software, Company shall provide an unlimited number of Tasks and Projects in support of Licensee's installation. Following the first production use of the software, Company shall provide "Tasks" and "Projects" specified for the tier in the chart below.

GL Simple Tier	Tasks for Services	Projects for Services
<b>Standard</b>	None included	None included
<b>Professional</b>	2 tasks/user/year or 24 tasks per year, whichever is greater; max 200	One concurrent project, no limit on total
<b>Enterprise</b>	4 tasks/user/year or 48 tasks per year, whichever is greater; max 400	Three concurrent projects, no limit on total

(b) Licensee may select a GL Simple plan tier annually upon expiration of the prior GL Simple plan by notifying Company in writing of the desired tier.

(c) Licensees purchasing the Standard tier must purchase GL Simple for a minimum of 25 named Licensee employees or contractors with access to the Software.

(d) Licensees purchasing the Professional tier must purchase GL Simple for a minimum of 8 named Licensee employees or contractors with access to the Software.

(e) Licensees purchasing the Enterprise tier must purchase GL Simple for a minimum of 3 named Licensee employees or contractors with access to the Software.

(f) Licensee may incrementally increase the number of Tasks or concurrent Projects in a GL Simple tier by paying an "Escalation Fee" in the amount applicable for each task or project pursuant to the Pricing Addendum.

### 26. GL Simple Services.

(a) Company offers GL Simple services as labeled in the first row in the GL Simple Service table below. The columns to the right of the service determine whether the service is offered to the GL Simple plan tier.

i. Services with a "\$" mark are available to the tier through escalated Tasks and/or Projects only.

ii. Services with a check mark without the symbol "€" are provided are provided without limitation.

iii. Services noted with the symbol "€" utilize a Task or Project.

iv. Services without any mark for the tier are not available to that tier.

**(b) GL Simple Service Table**

GL Simple Service	GL Simple Standard	GL Simple Professional	GL Simple Enterprise
<b>Account Management</b>			
Schedule Management	✓	✓	✓
Scope Management	✓	✓	✓
Risk Management	✓	✓	✓
Communication Management	✓	✓	✓
Client Engagement	✓	✓	✓
Project Initiation	✓	✓	✓
Change Management	✓	✓	✓
Critical Project Monitoring		✓	✓
Critical Task Prioritization		✓	✓
<b>Technical Support</b>			
Emergency Support (24 x 7 x 365)	✓ 3 hr response	✓ 1 hr response	✓ 15 min response
User Questions	✓	✓	✓
Design Review	✓	✓	✓
Developer Support	\$	✓ ‡	✓ ‡
Hardware, Network and Security Support	\$	✓ ‡	✓ ‡
Architecture and Best Practice Guidance		✓ ‡	✓ ‡
<b>Training and Documentation</b>			
Design Training	✓	✓	✓
User Training	✓	✓	✓
Developer Training	\$	✓ ‡	✓ ‡
Administrator and Configuration Training	\$	✓ ‡	✓ ‡
Administrator and Configuration Documentation	✓	✓	✓
User Conference	✓	✓	✓
<b>Software Patches and Releases for Core Software</b>			

GL Simple Service	GL Simple Standard	GL Simple Professional	GL Simple Enterprise
Software Releases	✓	✓	✓
Software Patches	✓	✓	✓
Software Release Installation	\$	✓ ‡	✓ ‡
Software Patch Installation	✓	✓	✓
<b>Warranty and Enhancements</b>			
Lifetime Defect Correction	✓	✓	✓
Configuration and Customization	\$	✓ ‡	✓ ‡
<b>Data Center and Security</b>			
Compliance Audit (PCI, NIST, HIPAA)	✓	✓	✓
Site Setup	✓	✓	✓
Hosting	✓	✓	✓
Server Move	\$	✓ ‡	✓ ‡
Configuration Management (Tiered Environments: Dev, Sys, UAT and Prod)	✓	✓	✓
Background Checks	\$	✓ ‡	✓ ‡
On-Premise Hosting Option		✓ ‡	✓ ‡
Security Assessment		✓ ‡	✓ ‡
Custom Network Isolation and Management		✓ ‡	✓ ‡
Multi-Factor Authentication			✓
Uptime Guarantee		95%	99.9%
<b>Disaster Recovery</b>			
Data Export Service	\$	✓ ‡	✓ ‡
Site Health Dashboard		✓	✓
Hardware Redundancy		✓	✓
Automated Job and Interface Monitoring/Response			✓
Automated Site Monitoring/Response			✓
Disaster Plan Testing			✓
Backups	7 days	14 days	3 months
Disaster Recovery	within 14 days	within 3 days	within 1 hour
<b>Mobile Inspections</b>			
Mobile Inspection Service – per device	\$	\$	\$

GL Simple Service	GL Simple Standard	GL Simple Professional	GL Simple Enterprise
Mobile Inspection Form Development		✓ ₺	✓ ₺
Mobile Inspection Dispatch Service		✓ ₺	✓ ₺
On-Premise Mobile Dispatch and Synchronization DB		✓ ₺	✓ ₺
<b>Business Intelligence</b>			
Power BI - Visual and interactive reports and dashboards for business analytics	\$	✓ ₺	✓ ₺
<b>Self-Service Administration (by Licensee)</b>			
User Security Administration	✓	✓	✓
Ticket and Project Tracking Portal	✓	✓	✓
Automated Task and Project Promotion Between Environments	✓	✓	✓
Business Rule Configuration	✓	✓	✓
Output Modification	✓	✓	✓
Access your data using alternative tools (e.g. SQL Server Management Studio)			✓
Power BI Professional license for authoring and publishing			✓

**27. Hosting** – GL Simple plans include hosting of Software on servers owned, operated, housed, and maintained by Company and access to the hosted Software by Licensee through the Internet. Company shall acquire any and all license rights necessary and appropriate for Company to provide the Software as obligated by the Contract.

(a) Company shall maintain sufficient hardware capacity to satisfy the technical requirements and the bandwidth and required storage capacity required to meet the Contract.

(b) Company shall be responsible for all telecommunication connections from the server hosting the Software to the Internet.

(c) Company may collect user-specific data only as necessary to provide services authorized under the Contract. No information regarding Licensee or any Software user shall be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall extend beyond the term of the Contract.

(d) The Software will available to Licensee twenty-four (24) hours a day, seven (7) days a week (“Uptime”) less Excusable Downtime for at least the percentage of time indicated for the “Uptime Guarantee” corresponding to Licensee’s GL Simple plan tier in the GL Simple Service Table.

**(e)** For the purposes of this Contract, “Excusable Downtime” is defined as that period of time when the Licensed Services are not available to Licensee due to scheduled network, hardware or service maintenance and/or upgrades. Except in cases of emergency, Licensee shall be provided a two (2) business day advance notification of such maintenance and/or upgrade. In cases of emergency, Company will use its best efforts to notify Licensee of a planned Downtime as soon as practicable. Maintenance or upgrades shall not occur Monday through Friday, between the hours of 6:00 a.m. and 8:00 p.m. Eastern Time. Excusable Downtime shall not include (i) an electronic hardware failure, (ii) a failure in the Software, (iii) an electric utility failure at a Company’s owned or leased facility where the Software is hosted, or (iv) a network failure up to, but not including, the interconnection point of Company’s network to the public switched telephone network.

**(f)** Company shall take reasonable efforts to notify Licensee at least thirty (30) days prior to of any planned change(s) or update(s) to the Software; its functionality; content storage/ backup/disaster recovery, including physical location; security architecture, features or settings; terminations and/or replacement of any Company subcontractor. The planned changes or updates include any change(s) that would potentially impact the secure and efficient use of the Software, as understood and agreed to between Company and Licensee.

**(g)** Company shall provide a secure environment and any hardware and software, including servers, network and data components provided by Company as part of its performance under this Contract. Company shall provide good faith efforts to meet applicable NIST 800-53 and SOC II standards to prevent unauthorized access to and use or modification of, and to protect, the Software and Licensee data. Company agrees that all data entered by Licensee in the Software is intended solely for the business of Licensee and is considered private Licensee data.

**(h)** Company shall implement user identification and access controls designed to limit access to users in accordance with the principles of least privilege.

**(i)** Company shall ensure that all personnel with physical or logical access to the software will receive industry standard annual security awareness training.

**(j)** Company shall ensure that the Software is capable of auditing the following events: Successful and unsuccessful account logon events, account management events, object access, policy change, privilege functions, process tracking, and system events, all administrator activity, authentication checks, authorization checks, data deletions, data access, data changes, and permission changes.

**(k)** Company shall ensure that the Software employs automated mechanisms to centrally review, analyze and correlate audit and log records from multiple components of the Software to support organizational processes for investigation, alerting and response to suspicious activities.

**(l)** Company shall ensure that the Software supports exporting of log files to the Licensee for review and analysis.

**(m)** Company shall provide evidence of a comprehensive continuous monitoring program encompassing all systems with access to Licensee data.

**(n)** Company shall ensure that all changes to proposed Software or Hosting services are authorized according to change management policies.

**(o)** Company shall provide and maintain a backup of Software and Licensee data that can be recovered in an orderly and timely manner within a predefined frequency consistent with recovery time and recovery point objectives, as specified in the GL Simple Service table. Company shall store a backup of Content, at least daily, in an off-site "hardened" facility, located within the continental United States, maintaining the security of the Software and Licensee data.

**(p)** Company shall implement a contingency plan designed to maintain the access to the Software and to prevent the unintended destruction or loss of Content. This plan should provide a predefined frequency, consistent with recovery time and recovery point objectives for disaster recovery and archival purposes of Software at a secure facility located within the continental United States.

**(q)** Company shall maintain an incident response program that implements incident handling for security incidents that includes preparation, detection and analysis, containment, eradication, and recovery processes. Incident response must have the capability to support automated mechanisms for supporting incident handling processes.

**(r)** Company shall perform quarterly scans using an Intrusion Detection System (IDS) and Intrusion Prevention System (IPS).

**(s)** Company shall support physical security measures, including securing Software on a secure server, in locked data cabinets within a secure facility located within the continental United States.

**(t)** Company shall ensure that access to facilities housing Software are restricted to only allow access to Company's personnel and agents who have a need to know in connection with operation and support of the Software.

**(u)** Company shall ensure that the Software, operating systems, middleware, applications, and interfaces will be scanned for vulnerabilities every 30 days.

**(v)** Company shall conduct monthly vulnerability scans against all public-facing interfaces with access to the Software.

**(w)** Company shall ensure that Software is stored, processed and maintained within the continental United States at all times.

**(x)** Company shall, at all times, remain compliant with the privacy and security requirements mandated by federal, state and local laws and regulations.

**(y)** Company shall ensure performance of a security audit at least once annually of the Software.

**(z)** Company shall ensure that external connections incorporated into the Software have appropriate security controls including industry standard intrusion detection and countermeasures that will detect and terminate any unauthorized activity prior to entering the firewall maintained by Company.

(aa) Company shall ensure that the Software will utilize industry standard firewalls regulating all data entering the internal data network from any external source which will enforce secure connections between internal and external systems and will permit only authorized data to pass through.

(bb) Company shall ensure that the Software will use industry standard encryption techniques to protect Content that is transmitted or stored on behalf of the Licensee.

(cc) Company shall utilize industry standard malware protection, incorporating both signature and non-signature-based detection mechanisms, on all systems with access to Software. Company shall ensure that malware protection will be centrally managed and receive regular automatic updates to malicious code protection mechanisms and data files from the software vendor.

## Warranties

### **28. Software Warranties.**

(a) Company warrants that Company has the full power and authority to grant the rights granted Licensee hereunder with respect to the Software, and neither the license or use by Licensee of the Software, as permitted under this License, will in any way constitute an infringement or other violation of any copyright, patent, trade secret, trademark or any other intellectual property right of any third party.

(b) In the event Software requires updating due to Federal, State statutory or regulatory requirements affecting Licensee, the Company's Software development department shall give its highest priority to the implementation of such updates, but Company does not warrant that all such updates will be completed, or that any updates will be completed by a certain time.

(c) In the event that the Software is, in the opinion of the Company, likely to or does become the subject of a claim for copyright or other intellectual property rights infringement, Company may, at its option and expense, either (1) procure for Licensee, the right under such third-party rights to use the Software; or (2) replace or modify the Software, or parts thereof, with other suitable and reasonable equivalent technology so that the Software becomes non-infringing; or (3) if it is not commercially reasonable to take actions specified in (1) and (2) immediately preceding, terminate this Contract and refund all license fees to Licensee.

**29. GL Simple Service Warranty.** During any GL Simple plan, Company warrants that the Software configuration will perform in material conformity with Accepted specifications. Company will cure all breaches of the foregoing warranty reported in GL Portal by Licensee during a GL Simple plan.

**30. Hosting Service Warranty.** Licensee assumes total responsibility for Licensee's use and users' use of the Software on any equipment provided by Company, if any, and the Internet. Licensee understands and agrees further that the Internet is accessible by

persons who may attempt to breach the security of Company and/or Licensee's networks. Company has no control over and expressly disclaims any liability or responsibility whatsoever for such actions and Licensee and Licensee's end users access the service at Licensee's own risk. Hosting Services provided by Company are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, merchantability or fitness for a particular purpose. No advice or information given by Company, its affiliates or contractors or their respective employees, create a warranty. Some states do not allow the limitation of implied warranty, and therefore certain provisions may not apply to Licensees located in those states.

**31. Warranty and Remedy Limitations.** EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, COMPANY MAKES NO OTHER WARRANTIES OF ANY KIND, AND EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE SUITABILITY OR THE CONDITION OF THE SOFTWARE, OR ITS FITNESS OR SAFETY FOR ANY PARTICULAR PURPOSE OR USE, OR AS TO ITS MERCHANTABILITY. COMPANY MAKES NO WARRANTY REGARDING THE USABILITY OR CONVERTIBILITY OF ANY OF LICENSEE'S DATA, THE SUITABILITY OF THE SOFTWARE FOR LICENSEE'S NEEDS, OR ANY PERFORMANCE PROBLEM, CLAIM OF INFRINGEMENT OR OTHER MATTER ATTRIBUTABLE TO ANY USE OR MODIFICATION OF THE SOFTWARE, OR COMBINATION OF THE SOFTWARE WITH ANY OTHER SOFTWARE OR COMPUTER PROGRAM OR COMMUNICATIONS DEVICE, NOT EXPRESSLY AUTHORIZED BY COMPANY IN WRITING. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL (INCLUDING LIABILITY IN TORT, STRICT OR OTHERWISE) DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE SOFTWARE, THE USE, MISUSE, LOSS OF USE OR SALE THEREOF OR THE DELAY OR FAILURE OF DELIVERY OF THE SOFTWARE OR FROM ANY OTHER CAUSE WHATSOEVER EVEN IF IT HAS BEEN ADVISED OF SUCH POSSIBILITY. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS CONTRACT SHALL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND OR ACTION BY LICENSEE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, TORT OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF THE SUCCESS OR EFFECT OF OTHER REMEDIES. IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY TO LICENSEE UNDER THIS CONTRACT FOR DAMAGES, COSTS, ATTORNEY'S FEES, EXPENSES OR INDEMNITY EXCEED THE TOTAL FEES PAID BY LICENSEE IN THE LAST TWELVE MONTHS TO COMPANY HEREUNDER. LICENSEE HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS CONTRACT TO FAIL OF ITS ESSENTIAL PURPOSE.

**32. Execution.** This contract is executed by any of the following methods:

- (a) Acceptance of an offer from Company and incorporation as a counterpart into a contract executed by the parties, or
- (b) Use of the Software without another superseding contract between the parties, or
- (c) The execution of this contract below:

**GL Suite, Inc.**

By \_\_\_\_\_  
*Signature, Title* *Date*

**Licensee**

By \_\_\_\_\_  
*Signature, Title* *Date*

## Pricing Addendum

### Fixed-Priced Deliverables

Deliverable	Acceptance	Amount
n/a		

### GL Simple Plan

Support Plan .....	Units.....	Cost Per Unit
GL Simple		
Standard.....	per user per year.....	\$2,157.84
Professional.....	per user per year.....	\$4,180.71
Enterprise.....	per user per year.....	\$7,282.38

### Optional

GL Simple Project Escalation Fee		
Standard.....	per project.....	\$9,703.22
Professional.....	per project.....	\$6,064.23
Enterprise.....	per project.....	\$6,064.23
GL Simple Task Escalation Fee		
Standard.....	per task .....	\$969.88
Professional.....	per task .....	\$969.88
Enterprise.....	per task .....	\$668.67
Mobile Inspection Device Subscription .....	per device per year .....	\$306.90
Mobile Inspection Dispatch Service.....	per year .....	1 project
On-Premise Mobile Dispatch and Synchronization DB .....	per environment per year.....	1 project