

## COMMERCIAL LICENSE SUBSCRIPTION AND SERVICES AGREEMENT

THIS LICENSE SUBSCRIPTION AND SERVICES AGREEMENT (“**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between ALEX-ALTERNATIVE EXPERTS, LLC, a Virginia limited liability company, located at 8390 W. Main Street, Suite B, Marshall, VA, 20115 (“**ALEX**” or “**Licensor**”) and [INSERT LICENSEE NAME], a \_\_\_\_\_ [corporation/INSERT] located at [INSERT] (“**Licensee**”).

WHEREAS ALEX has developed a proprietary software application, known as Velocity® Micro-products (the “Licensed Software”), a suite of artificial intelligence/machine learning technologies designed to provide AI-infused data analytics hosted by Licensor, or its contractors, on-site or online.

WHEREAS Licensee desires to purchase a subscription for the Licensed Software from ALEX to be installed on Licensee’s premises/systems.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

- 1. Ownership.** The Licensed Software is protected by copyrights and other intellectual property rights, including, without limitation, a U.S. Patent, No.: US 11,321,312 B2 (May 3, 2022) (the “**Patent**”). Licensee agrees that all worldwide copyright, patent, and other intellectual property rights in the Licensed Software, and all copies of the Licensed Software, however made, are the exclusive property of ALEX and its licensors. All rights in and to the Licensed Software not expressly granted to Licensee are reserved by Licensor. There are no implied licenses under this Agreement.
- 2. Subscription/License/Use Requirements.**
  - 2.1.** Subject to the terms of this Agreement, Licensor hereby grants Licensee a nonexclusive, worldwide limited right, to access and use the Licensed Software (including use rights only under the Patent), and systems engineering documentation and implementation manuals or training documents regarding the functionality or use of the Licensed Software (the “**License**”). The License is an enterprise license, i.e. access for up to 300 seats/users, computers, or locations; however, it does not extend to Licensee’s affiliates. Upon payment by Licensee of the license fees set forth on Exhibit A hereto (the “**License Fees**”), the Licensed Software will be made available during the Term (defined below) to Licensee, for its internal use. License shall be entitled to use the Licensed Software in locations with appropriate access to the internet and pursuant to an individual user login and password, unique to each user. Licensee shall be responsible for protecting and securing user login and password information to prevent unauthorized access to the Licensed Software.
  - 2.2.** After the initial Term, the License will automatically renew for successive one (1) year terms, subject to an annual increase in the Licensee Fees, which in no event will exceed 10% year over year, unless terminated in accordance with the terms of this Agreement.

**2.3.** If Licensor updates the licensed version of the Licensed Software during the Term of the Agreement, the updated version will be made available to Licensee at no additional cost.

**2.4.** Licensee's third-party service providers, wherever located, may access, use, and install the Licensed Software, provided that any such access, use and installation will only be for the benefit of the business operations of Licensee as specified by Licensee, and provided further that such usage pertains to the instance and is within Licensee's rights granted under this Agreement. Licensee shall be responsible and liable for the compliance of its third-party service providers with the terms of this Agreement.

**3. Restrictions on Use.** Licensee may not do (or permit others to do) any of the following: (a) modify, adapt, alter, translate, or create derivative works of the Licensed Software; (b) merge or otherwise integrate the Licensed Software with external components or other software; (c) sublicense, lease, rent, loan, assign or otherwise transfer the Licensed Software or any license hereunder to any third-party; (d) host, upload, use or access the Licensed Software via a time sharing, service bureau, virtualization, hosting or other remote access arrangement, except as approved in writing by Licensor; (e) reverse engineer, decompile or disassemble the Licensed Software or otherwise attempt to derive the source code of the Licensed Software, except and only to the limited extent that Licensor provides such source code or that such activities are expressly permitted by applicable law notwithstanding this limitation; (f) remove, alter, or obscure any confidentiality or proprietary notices (including copyright, patent, or trademark notices) of ALEX or its licensors on, in or displayed by the Licensed Software; (g) reproduce or use the Licensed Software, except as expressly authorized under Section 2; or (h) circumvent, or provide or use a program intended to circumvent, technological measures provided by Licensor to control access to or use of the Licensed Software.

If Licensee or any of its personnel sends or transmits any communications to Licensor by mail, email, telephone, or otherwise, suggesting or recommending changes to the Licensed Software, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Licensor is free to use such Feedback; provided that under no circumstance will Feedback be deemed to include Licensee data, and all Feedback is provided "AS-IS" and without liability of any kind, express or implied. All Feedback is and will be treated as non-confidential. Licensee hereby assigns to Licensor on Licensee's behalf, and on behalf of its personnel, all right, title, and interest in, and Licensor is free to use, without any attribution or compensation to any party, any Feedback, for any purpose whatsoever, although Licensor is not required to use any Feedback.

**4. Services.** Limited customer support and maintenance services will be available to the Licensee at no additional cost during the term of this Agreement and will be defined in Exhibit B hereto ("**License Support Services**") upon execution of this Agreement.

**5. Training.** Licensor will provide training to Licensee on the use of the Licensed Software at no additional cost to Licensee for two (2) hours. Additional training is available upon request at

Licensor's standard hourly rates for professional services as documented in a Work Order in the form of Exhibit C hereto.

- 6. Fees and Payment.** Licensee's rights under Section 2 are conditioned upon payment of the applicable License Fees and Storage Fees to Licensor. License Fees are payable annually in advance. Storage Fees and Professional Services shall be billed separately, and invoices therefore shall be due and payable within thirty (30) days after invoice date. All Fees paid hereunder are non-refundable and non-cancelable except as expressly provided in this Agreement and do not include sales and use taxes, value-added taxes, goods and services taxes, excise, business, service, withholding tax, shipping, or customs duties and similar transactional taxes and fees, all of which Licensee is responsible for paying above and beyond the Fees due to Licensor. If ALEX has the obligation to collect taxes from Licensee, such taxes shall be separately stated on the invoice. Fees not paid when due will accrue interest at a rate of one and one-half percent (1.5%) per month or the legal maximum interest rate, whichever is lower, applied as of the date of invoice. Failure to pay fees when due may result in the termination of Licensee's subscription and access to the Licensed Software.
- 7. Professional Services.** Upon request, ALEX offers its Licensees a host of additional Professional Services ("Professional Services") that are not covered by the License Support Services, including, but not limited to, customization, additional training, etc. Most Services are performed remotely. Should travel to Licensee's site be required, costs associated with such required travel (e.g., transportation, lodging, meals, and incidentals, etc.) will be billed separately.

Once ALEX receives a request for Professional Services, the parties will enter into a Work Order in the form of Exhibit C attached hereto, specifying the nature of the Services desired. Professional Services are billed at ALEX's then current hourly rates.

- 8. Limited Warranty; Disclaimer of Warranties.** ALEX WARRANTS THAT THE SERVICES WILL BE PROVIDED IN A GOOD WORKMAN LIKE MANNER IN ACCORDANCE WITH INDUSTRY STANDARDS. THE LICENSED SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. LICENSOR EXCLUDES AND DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, TITLE, RESULTS, EFFORTS OR QUIET ENJOYMENT. THERE IS NO WARRANTY THAT THE LICENSED SOFTWARE IS ERROR-FREE OR WILL FUNCTION WITHOUT INTERRUPTION. LICENSEE ASSUMES THE ENTIRE RISK ARISING OUT OF THE PERFORMANCE OR USE OF THE LICENSED SOFTWARE. 100% ACCURACY IS NOT GUARANTEED; LICENSEE RELEASES AND HOLDS LICENSOR HARMLESS FROM ANY CLAIMS ARISING OUT OF RELIANCE ON THE ACCURANCE OF THE LICENSED SOFTWARE. TO THE EXTENT THAT LICENSOR MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.
- 9. Limitation of Liability.** EXCEPT TO THE EXTENT THAT DISCLAIMER OF LIABILITY IS PROHIBITED UNDER APPLICABLE LAW, IN NO EVENT WILL LICENSOR, OR ANY OF ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS BE LIABLE TO LICENSEE FOR DAMAGES

OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH LICENSEE'S USE, OR INABILITY TO USE, THE LICENSED SOFTWARE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES ARISING FROM LOSS OF REVENUE, USE, DATA, OR PROFITS, INJURY TO REPUTATION OR GOODWILL, OR THE COST OF SUBSTITUTE GOODS OR SERVICES) WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, AND EVEN IF SUCH DAMAGES ARE FORESEEABLE. IF, UNDER APPLICABLE LAW, LIABILITY FOR DIRECT DAMAGES CANNOT BE EXCLUDED (NOTWITHSTANDING THE FOREGOING), THEN THE TOTAL CUMULATIVE LIABILITY OF LICENSOR (OR ANY OTHER PERSON) IN CONNECTION WITH THIS AGREEMENT AND THE LICENSED SOFTWARE AND/OR SERVICES, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF LICENSE FEES OR PAYMENT FOR SERVICES (IF ANY) THAT LICENSEE PAID TO LICENSOR FOR USE OF THE LICENSED SOFTWARE OR THE SERVICES GIVING RISE TO LIABILITY. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMIT. LICENSEE ACKNOWLEDGES THAT THE FEES SET FORTH IN THIS AGREEMENT REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT LICENSOR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN THIS SECTION WILL APPLY EVEN IF AN EXCLUSIVE REMEDY UNDER THIS AGREEMENT HAS FAILED OF ITS ESSENTIAL PURPOSE.

**10. Term and Termination.** The term of Agreement ("**Term**") will commence upon the effective date of this Agreement and will remain in effect for \_\_\_\_ (\_\_\_) year(s); thereafter the Term shall automatically renew for successive one (1) year terms, subject to payment by Licensee of applicable License Fees, unless Licensor notifies Licensee of its intention not to renew no later than sixty (60) days prior to expiration of the then-current Term. Licensee may terminate this Agreement at any time and for any reason by giving thirty (30) days' written notice to Licensor; provided, however, that (i) Licensee will not be entitled to a refund of any fees paid hereunder, and (ii) upon such termination, Licensee shall be required to pay the balance, if any, of the License Fees applicable to the remaining portion of the Term. Licensor may terminate this Agreement, effective immediately upon written notice to Licensee if Licensee: (a) fails to pay any portion of the License Fees when due and fail to cure such non-payment within thirty (30) days after receipt of notice of same; or (b) if Licensee otherwise breaches any provision of this Agreement. Licensor shall have the right to terminate access to the Licensed Software as a non-exclusive remedy upon Licensee's breach of this Agreement. Upon expiration or termination of this Agreement, Licensee's rights to use or access the Licensed Software terminates. All copies of the Licensed Software shall be removed from Licensee's devices/systems, and all documentation shall be returned or destroyed. Upon request of Licensor, Licensee shall certify that it has complied with these requirements. Sections 1, 6, 8, 9, 11, 12 and 14 will survive expiration or termination of this Agreement for any reason.

## **11. CONFIDENTIALITY.**

**11.1 Definition.** "**Confidential Information**" means any and all information belonging to or in the possession or control of a party (the "**Furnishing Party**") in either tangible or intangible form, which is furnished or disclosed to the other party (the "**Receiving Party**") pursuant to and/or

under this Agreement, and which may include non-public personal information belonging to Licensee or its employees, agents, and contractors (“NPI”).

**11.2 Exclusions.** “Confidential Information” does not include any information that, as evidenced by written documentation: (i) is already lawfully known to the Receiving Party without restrictions at the time of its disclosure by the Furnishing Party; (ii) after its disclosure by the Furnishing Party, is made known to the Receiving Party without restrictions by a third party having the right to do so; (iii) is or becomes publicly known without violation of this Section of the Agreement; (iv) is independently developed by the Receiving Party without reference to the Furnishing Party’s Confidential Information; or (vi) is or has previously been disclosed to any third party without restriction.

**11.3 Standard of Care.** Confidential Information will remain the property of the Furnishing Party, and the Receiving Party will not be deemed by virtue of this Agreement or any access to the Furnishing Party’s Confidential Information to have acquired any right or interest in or to any such Confidential Information. The Receiving Party agrees: (i) to hold the Furnishing Party’s Confidential Information in strict confidence; (ii) to limit disclosure of the Furnishing Party’s Confidential Information to those personnel who have a need to know the information for the purposes of this Agreement; (iii) not to disclose any such Confidential Information to any third party, (iv) to use the Furnishing Party’s Confidential Information solely and exclusively in accordance with the terms of this Agreement in order to carry out its obligations and exercise its rights under this Agreement; (v) to afford the Furnishing Party’s Confidential Information at least the same level of protection against unauthorized disclosure or use as the Receiving Party normally uses to protect its own information of a similar character, but in no event less than reasonable care; and (vi) to promptly notify the Furnishing Party in writing of any unauthorized use or disclosure of the Furnishing Party’s Confidential Information and cooperate with and assist the Furnishing Party in every reasonable way to stop or minimize such unauthorized use or disclosure.

**11.4** Each party will, at a minimum, implement and maintain appropriate administrative, technical and physical safeguards reasonably designed to: (a) ensure against any anticipated threats or hazards to the security or integrity of the Confidential Information; and (b) protect against unauthorized access to or use of the Confidential Information that could result in substantial harm to the Furnishing Party or its personnel.

**11.5 Privacy; Data Security.** Each party will comply with all applicable legal obligations relating to privacy, security, integrity, and confidentiality of data, specifically with regard to NPI collected from Licensee. Licensor warrants that it does not disclose nor use the NPI of any customer except to the extent necessary to perform, effect, administer or enforce any transactions or services authorized or requested by Licensee. Licensor may, however, disclose customer information, when required, pursuant to any federal or state law or regulation or rules or regulations of any governmental agency.

**11.6 Compelled Disclosure.** If the Receiving Party receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of the Furnishing Party’s Confidential Information, the Receiving Party will promptly notify the furnishing Party in writing and, if so requested, will provide reasonable cooperation to the Furnishing Party in resisting the disclosure



at the furnishing Party's sole cost and expense. Subject to its obligations stated in the preceding sentence, the Receiving Party will be entitled to comply with any binding subpoena or other process to the extent required by law but will in doing so make every reasonable effort to secure confidential treatment of any materials it is compelled to disclose.

**11.7 Return or Destruction.** Upon termination or expiration of this Agreement, the Receiving Party, at the Furnishing Party's written option, will return or destroy all Confidential Information of the Furnishing Party that the Receiving Party does not possess under a valid license, by permanently deleting files in such a way that they could not be recovered with third-party data recovery software.

**11.8 Relief.** The Receiving Party agrees that if a court of competent jurisdiction determines that the Receiving Party has breached, or attempted or threatened to breach, its confidentiality obligations to the Furnishing Party or the Furnishing Party's proprietary rights, the Furnishing Party will be entitled to obtain appropriate injunctive relief and other measures restraining further, attempted, or threatened breaches of such obligations. Such relief or measures will be in addition to, and not in lieu of, any other rights and remedies available to the Furnishing Party. Each Party acknowledges that the other Party will suffer irreparable injury as a result of any misuse, disclosure or duplication of its Confidential Information by the other Party in violation of the provisions of this Section. Accordingly, in the event of a breach of this Section 11, either Party shall be entitled, in addition to recovering damages and any other applicable remedies, to seek preliminary and final injunctive relief without a requirement to post bond.

**11.9 Survival.** The provisions of this Section 11 shall survive termination or expiration of this Agreement.

**12. Indemnification.** Licensor shall indemnify and defend Licensee against any claim that Licensee's use of the Licensed Software in accordance with this Agreement infringes any patent, copyright, or other intellectual property rights of a third party; provided that: (i) the claimed infringement does not relate to, or result from, Licensee's or any third party's modification(s) of the Licensed Software or use of the Licensed Software in combination with software or hardware not supplied or expressly approved in writing by Licensor; and (ii) Licensee gives Licensor prompt, written notice of any such claim and allows Licensor to control the defense and all related settlement negotiations. If any infringement claim has occurred or in Licensor's reasonable judgment is likely to occur and Licensor is required to indemnify and defend Licensee by virtue of the foregoing sentence, then Licensee shall allow Licensor, at Licensor's option and expense, to procure the right for Licensee to continue using the Licensed Software that is the subject of such claim, or to replace or modify such Licensed Software so that it becomes non-infringing yet remains functionally equivalent, or to refund prepaid subscription fees paid by Licensee. This subsection states Licensee's sole and exclusive remedy arising from patent or copyright infringement claims made against Licensee with respect to the Licensed Software, and Licensor shall incur no liability to Licensee relating to such infringement claims except as provided in this subsection.

**13. Insurance.** At all times during the term of this Agreement, Licensor shall, at its sole cost and expense, cover its operations and personnel for Licensee with at least the following types and limits

of insurance or other coverage, and shall provide Licensee with proof of such coverage on Licensee's request:

- General Liability insurance with limits of \$1,000,000 per occurrence; \$2,000,000 in the aggregate.
- Automobile Liability insurance with limits of \$1,000,000 per occurrence (if applicable).
- Worker's Compensation insurance as defined by statute.
- Umbrella/Excess Liability insurance for the insurance provided in (i)-(iii) above in the amount of Two Million Dollars (\$2,000,000) per occurrence.
- Professional Liability including Cyber Liability insurance with limits of \$2,000,000 per occurrence, \$2,000,000 aggregate.

Licensor agrees that the certificates of insurance and other documents evidencing the above-required coverage shall name Licensee as an additional insured. A copy of the certificates of insurance shall be made available upon request,

## **14. General Provisions.**

**14.1. Publicity.** Licensee agrees that Licensor shall have the right to use Licensee's name and logo solely for the purpose of publicizing in written or oral form, in any medium, including the world wide web, that Licensee is a customer of ALEX.

**14.2. Choice of Law and Venue.** This Agreement will be governed by the laws of the Commonwealth of Virginia, without giving effect to any choice of law principles that would require the Licensed Software to be subject to the laws of a different country or state. Any legal action between Licensee and Licensor arising out of this Agreement or Licensee's use of the Licensed Software must be instituted exclusively in the federal or state courts located in the Commonwealth of Virginia, and Licensee consents to jurisdiction and venue in such courts. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) do not apply to this Agreement.

**14.3. Compliance with Laws.** Licensee will comply with all applicable export and import control laws and regulations in its use of the Licensed Software and, in particular, Licensee will not export or re-export the Licensed Software without all required government licenses and without the prior express written consent of Licensor. Regardless of any disclosure made to Licensor of an ultimate destination of the Licensed Software and accompanying technical documentation, Licensee acknowledges that all such materials are being released or transferred to Licensee in the United States and may be subject to U.S. export control laws and regulations including regulations of the U.S. Bureau of Industry and Security. Licensee will defend, indemnify, and hold harmless Licensor and its licensors, suppliers, and resellers from and against any violation of such laws or regulations by Licensee.

**14.4. Relationship between the Parties.** The parties are independent contractors. Neither party is the agent, partner, employee, fiduciary or joint venturer of the other party under this Agreement.

**14.5. Assignments.** Licensee may not assign or transfer, by operation of law or otherwise, any of its rights under this Agreement (including the licenses with respect to the Licensed Software) to any third party without Licensor's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void. Notwithstanding the foregoing, if Customer sells or

otherwise transfers certain assets or equity ownership, Licensor agrees that the Licensed Software license and rights granted herein shall extend to the purchaser of such assets or equity ownership, provided that such purchaser agrees in writing to be bound by this Agreement. Licensor may freely assign its rights or delegate its obligations under this Agreement.

**14.6. Language.** This Agreement is in the English language and its English language version will be controlling over any translation, except and to the extent when required by applicable law.

**14.7. Remedies.** Except as otherwise provided herein, the parties' rights and remedies under this Agreement are cumulative. Licensee acknowledges that the Licensed Software contains valuable trade secrets and proprietary information of Licensor and its licensors, that any actual or threatened breach of this Agreement by Licensee will constitute immediate, irreparable harm for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

**14.8. Waivers.** All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**14.9. Severability.** If any provision of this Agreement is held unenforceable by a court, such provision may be changed and interpreted by the court to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Licensee agrees that Sections 6 and 8 will remain in effect notwithstanding the unenforceability of any other provision of this Agreement.

**14.10. Entire Agreement.** This Agreement constitutes the final and entire agreement between the parties regarding the subject of this Agreement and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. The terms of any purchase order or similar document submitted by Licensee to Licensor will not be effective to alter the terms of this Agreement.

IN WITNESS WHEREOF, the parties by their authorized representatives have executed this agreement as of the date first written above.

ALEX-Alternative Experts, LLC

Licensee

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## EXHIBIT A LICENSE FEES

These License Fees cover the **License and Subscription Agreement #** between **ALEX-Alternative Experts, LLC**, and \_\_\_\_\_, effective \_\_\_\_\_ (the "Agreement"), the terms and conditions of which are incorporated by reference herein.

**Initial Term:**

**License Fees:**

SAMPLE

## EXHIBIT B LICENSE SUPPORT SERVICES

This **License Support Agreement** is executed pursuant to the **License and Subscription Agreement #** between **ALEX-Alternative Experts, LLC**, and **[\*\*\* Licensee Name \*\*\*]**, effective **[\*\*\* Effective Date \*\*\*]** (the “Agreement”), the terms and conditions of which are incorporated by reference herein. The License Support Services to be performed by ALEX under this Exhibit B consists of software technical support, and delivery of Updates and Patches, all as described below.

### 1. Definitions

Capitalized terms not defined in this Exhibit shall have the meanings set forth in the Agreement.

“**Issue**” means that the proper operation of the Licensed Software has been prevented by a reproducible failure of the Licensed Software.

“**Issue Report**” means a written report describing an Issue that is submitted by Licensee staff to ALEX pursuant to Section 2.1(d) of this Exhibit B.

“**Patch**” means a quick repair job for a piece of programming designed to resolve functionality issues, improve security or existing features.

“**Technical Support**” means the analysis and debugging of Issues and the development of modifications to correct Issues.

“**Update**” means an updated version of the Software that resolves bugs, improves functionality or security or corrects existing features.

### 2. Technical Support

#### 2.1. Software Technical Support

(a) **Support Eligibility.** ALEX will provide Technical Support to Licensee as described herein with respect to any Issue in a supported version of the Licensed Software. For the avoidance of doubt, requests for additional or enhanced features or functionality of the Licensed Software do not constitute “Issues” for purposes of this Agreement. ALEX shall have no obligation hereunder to provide Technical Support with respect to any requests other than for the resolution of Issues.

(b) **Relationship of Support Teams.** ALEX will provide Technical Support directly to Licensee’s personnel, Licensee or, upon written request by Licensee, to third-parties, such as Licensee’s customers and authorized contractors, subject to the limitations provided in paragraph 2.1(c) below. ALEX’s Technical Support is intended to supplement and/or support Licensee’s engineering function, and not to serve as the sole Technical Support resource for the Licensed Software. All support-related inquiries to ALEX must come from Licensee’s engineering staff after Licensee’s independent investigation of the problem and initial good faith determination that such problem is an Issue. ALEX will not be responsible for providing any technical support directly to Licensee’s customers, except as expressly agreed in advance.

(c) **Support Availability.** ALEX will maintain a Technical Support contact for Licensee’s staff who will be available to respond to support questions relating to Issues by email or by telephone. ALEX Technical Support will be available between 9:00 a.m. and 5:00 p.m. (U.S. Eastern Time) on U.S. business days (i.e., excluding weekends and federal holidays). Initial Technical Support will be

supplied by ALEX through email. Subsequent interactions between ALEX Technical Support and Licensee's staff will be conducted via email or telephone unless the parties mutually agree that on-site support is necessary or desired, in which case Licensee may, in ALEX's discretion, be required to purchase Professional Services.

- (d) **Issue Reporting.** Issues that are identified by Licensee's engineering staff shall be submitted by Licensee to ALEX in a written Issue Report via email that shall include at a minimum (i) Licensee staff contact name, email and mobile phone number, (ii) version of the Licensed Software, (iii) description of the Issue from both product and technical perspectives (if applicable), and (iv) Licensee's classification of the Issue (as described below).
- (e) **Issue Classification.** Licensee will classify each Issue in good faith as "Critical Priority", "Urgent Priority" or "Standard Priority" according to the following criteria, although the actual severity level may be re-determined by mutual agreement of the Parties during Issue resolution:

Severity	Criteria
Critical Priority	Failure of the Licensed Software, resulting in a complete suspension of Licensee's operations.
Urgent Priority	The Licensed Software, or a major feature thereof, has become inoperable, resulting in significant negative impact to customer operations, and there is no reasonable workaround.
Standard Priority	All other Issues.

- (f) **Response Procedures.** ALEX's initial response to reported Issues will (i) acknowledge receipt of the Issue Report, (ii) identify any follow up questions or details to determine if the Issue is attributable to the Licensed Software or some other cause, and (iii) provide an initial outline of next steps to be taken and a schedule for resolving the Issue. ALEX shall respond to Licensee based on the severity of the Issue according to the following schedule:

Severity	Initial Response Time	Resolution Time/Commitment
Critical Priority	Within one (1) business day of receipt of Licensee's complete Issue Report.	ALEX will use commercially reasonable efforts to provide a workaround or preliminary software correction within three (3) business days from the date Licensee has delivered the necessary materials and privileges as set forth in Section 2.1(g) of this Exhibit. If a correction beyond such workaround or preliminary software correction referred to in the preceding sentence is required, ALEX will use commercially reasonable efforts to provide it within ten (10) business days from the date Licensee has delivered the necessary materials and privileges as set forth in Section 2.1(g) of this Exhibit. If ALEX fails to achieve the above target resolution time, ALEX will continue

		to use commercially reasonable efforts to resolve the Issue until such time as the Issue is resolved or ALEX determines in good faith that ALEX cannot resolve such Issue.
Urgent Priority	Within three (3) business days of receipt of Licensee's complete Issue Report.	ALEX will use commercially reasonable efforts to provide a workaround or preliminary software correction within seven (7) business days from the date Licensee has delivered the necessary materials and privileges as set forth in Section 2.1(g) of this Exhibit. If a correction beyond such workaround or preliminary software correction referred to in the preceding sentence is required, ALEX will use commercially reasonable efforts to provide it within thirty (30) business days from the date Licensee has delivered the necessary materials and privileges as set forth in Section 2.1(g) of this Exhibit. If ALEX fails to achieve the above target resolution time, ALEX will continue to use commercially reasonable efforts to resolve the Issue until such time as the Issue is resolved or ALEX determines in good faith that ALEX cannot resolve such Issue.
Standard Priority	Within five (5) business days of receipt of Licensee's complete Issue Report.	ALEX will use commercially reasonable efforts to provide either a workaround or software correction, as determined by ALEX in its reasonable discretion. If a workaround is provided, ALEX will use commercially reasonable efforts to provide it within twenty (20) business days from the date Licensee has delivered the necessary materials and privileges as set forth in Section 2.1(g) of this Exhibit. If a correction is provided, it will be provided as part of a scheduled Patch, which Patch ALEX will use commercially reasonable efforts to provide within ninety (90) days from the date Licensee has delivered the necessary materials and privileges as set forth in Section 2.1(g) of this Exhibit.

**(g) Licensee Obligations.**

- (i) Licensee acknowledges that ALEX's ability to address Issues is dependent on the cooperation and provision of information by Licensee. Licensee will perform initial investigation of any

Issues referred to ALEX. Relevant data to the investigation of the Issue (such as quantity of failures, description and circumstances leading to failure, individual product failure measurements, etc.) will be provided by Licensee to ALEX in an Issue Report (reference Section 2.1(d)). If the Issue is Critical Priority or Urgent Priority, Licensee will provide/assign a full-time Technical Representative to be available to ALEX to answer questions and provide necessary materials as quickly as reasonably practicable.

- (ii) As are necessary and applicable, Licensee shall provide access and privileges to ALEX to enable ALEX to investigate and debug issues referred to ALEX.
- (iii) The applicable time periods for ALEX's obligations in Section 2.1(f) will not begin until Licensee has delivered to ALEX the access and privileges under Licensee's control as set forth under Section 2.1(g)(ii), if applicable.

## 2.2. Patches and Updates

- (a) **Delivery of Patches and Updates.** During the Term, ALEX shall deliver to Licensee all Patches and Updates that ALEX develops as they become available, at no extra cost. Except as set forth in Section 2.1 above, ALEX is not obligated to develop any particular Patch or Upgrade hereunder.
- (b) **License.** All Patches delivered to Licensee pursuant to Section 2.2(a) above shall constitute part of the Licensed Software for which access is granted pursuant to the terms of the Agreement.



## EXHIBIT C Professional Services Work Order

This **Work Order** [\*\*\* # \*\*\*] is executed pursuant to the **License and Subscription Agreement #** between **ALEX-Alternative Experts, LLC**, and [\*\*\* Licensee Name \*\*\*], effective [\*\*\* Effective Date \*\*\*] (the "Agreement"), the terms and conditions of which are incorporated by reference herein

### DESCRIPTION OF PROFESSIONAL SERVICES TO BE PERFORMED:

### PROFESSIONAL SERVICES WORK ORDER TERMS AND CONDITIONS:

### HOURLY RATES:

### LICENSEE POINT OF CONTACT:

Name:

Title:

Phone:

Email:

IN WITNESS WHEREOF, the parties by their authorized representatives have executed this Work Order.

**ALEX-Alternative Experts, LLC**

**Licensee**

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date