



BOSS811 SOFTWARE SUBSCRIPTION SERVICE AGREEMENT

This Software Subscription Service (SaaS) Agreement (the “Agreement”) sets forth the obligations and conditions between _____ (“Client”) and Business Oriented Software Solutions, Inc. (BOSS), a Georgia Corporation (“Provider”), relating to use of the Services defined herein.

Recitals

A. Provider is the owner of certain proprietary computer software known as BOSS811 that is used to handle asset management and incident management (the “Software”).

B. Provider provides and sells subscriptions for subscribers to access and use the Software via BOSS811.com or any website notified to the subscribers from time to time (the “Services” or “Cloud Services”).

C. Provider is willing to provide access to the Services for Client’s internal business use pursuant to the terms and conditions set forth herein.

D. Provider and Client acknowledge and agree that this Agreement shall be effective and in force immediately upon the execution of this Agreement by both parties (the “Effective Date”).

NOW THEREFORE, in consideration for the mutual promises contained herein and other good and valuable consideration, the parties agree as follows:

1. Software Subscription.

a. Provider grants to Client and Client accepts from Provider, a limited, nonexclusive, nontransferable right to access and use and permit authorized users to access and use



the Services solely for Client's internal business use. The Services shall not be used by Client or by authorized users for, or on behalf of, third parties that are not authorized under this Agreement. Client shall use its best efforts to ensure that the authorized users use the Services in accordance with the terms and conditions of this Agreement. Client acknowledges that its right to use the Services will be web-based only pursuant to the terms of this Agreement and the Software will not be installed on any servers or other computer equipment owned or controlled by Client or otherwise provided to Client.

2. Intellectual Property Rights.

a. Client acknowledges that all right, title, and interest in and to the Services and the Software, together with its codes, sequences, derivative works, organization, structure, interfaces, any documentation, data, trade names, trademarks, or other related materials (collectively, the "Provider IP"), is, and at all times shall remain, the sole and exclusive property of Provider. The Provider IP contains trade secrets and proprietary information owned by Provider and is protected by United States copyright laws (and other laws relating to intellectual property). Except the right to use the Services, as expressly provided herein, this Agreement does not grant to Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered) or any other rights or licenses with respect to the Services or the Software.

b. Client shall not attempt, or directly or indirectly allow any authorized user or other third party to attempt, to copy, modify, duplicate, create derivative works from, frame, mirror, republish, reverse compile, disassemble, reverse engineer, download, transmit or distribute all or any portion of the Services and/or Software in any form or media or by any means.

c. The provisions of this paragraph 2 shall survive termination of this Agreement.



3. Subscription Fee.

- a. Client shall pay to Provider a subscription fee (the “Subscription Fee”) in the amount agreed to between the two parties.
- b. The Subscription Fee for the initial Term shall be paid on or before the Effective Date. The Subscription Fee for all renewal Terms of this Agreement shall be paid to Provider on or before the first day of each renewal Term.
- c. The amount of the Subscription Fee does not include any applicable taxes. Client is responsible for any and all applicable taxes.
- d. Any additional payment terms between Provider and Client shall be agreed to in writing and set forth in an invoice, billing agreement, or other written document.

4. Accessibility/Performance

Provider shall use commercially reasonable efforts to make the Services available on a 24x7 basis (twenty four hours per day, seven days per week) during the Term, except for: (i) scheduled system backup or other ongoing maintenance as required and scheduled in advance by Provider, or (ii) for any unforeseen cause beyond Provider's reasonable control, including but not limited to internet service provider or communications network failures, denial of service attacks or similar attacks, or any force majeure events set forth in this Agreement. Provider will monitor performance indicators on the systems and network infrastructure (its own and that of third party suppliers) in order to gauge the overall performance of its hosting services, and will take reasonable steps to address systems and network infrastructure as required to maintain satisfactory performance of the Software.

5. Maintenance and Support

Provider shall maintain the Software and/or Services and provide all patches and fixes to the Software and/or Services at no additional cost. Provided, however, said maintenance shall not include any major releases of new versions of the Software, additional functionality, or custom programming, which Provider, at its discretion, may provide at an additional cost as otherwise agreed between the parties.



6. Term

a. The initial Term of this Agreement shall commence on the Effective Date and shall continue for one year. The Agreement shall thereafter automatically renew for two one-year renewal Terms unless either party provides written notice of its election not to renew this Agreement at least fifteen (15) days prior to end of the then-current Term or otherwise terminates this Agreement pursuant to the terms of this Agreement. Upon termination of this Agreement for any reason, all rights and subscriptions granted to Client shall immediately terminate, and the Client shall cease using the Services and shall prohibit authorized users from using the Services.

b. Upon termination of this Agreement, whether by expiration, non-renewal or for cause, Provider shall promptly return any data stored by Client on any cloud server or elsewhere in Provider's system. Provider and Client shall arrange for a convenient and reasonable method of returning the data (e.g., FTP, email, physical drive) based on the volume of data at issue.

7. Default

Client shall be in default of this Agreement if Client fails to make any payment when due and fails to cure said default within thirty (30) days after receipt of written notice thereof from Provider. In addition to the monetary breach described in the previous sentence, either party will be in default of this Agreement if the party is in material breach of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice thereof from the nonbreaching party. If a party is in default, the nonbreaching party may terminate this Agreement or seek any other remedies available at law or in equity, except as otherwise provided in this Agreement. In the event Client breaches or attempts to breach any of the provisions of this Agreement, Provider shall have the right, in addition to such other remedies that may be available, but only to the extent allowed by law, to injunctive relief enjoining such breach or attempt to breach, Client hereby acknowledging the inadequacy of any remedy at law.

8. Confidentiality

a. In addition to, and in no way limiting the requirements relating to Provider IP as set forth in Section 2 of this Agreement, each party shall use reasonable efforts (but in no case less than the efforts used to protect its own proprietary information of a similar nature) to protect all information that is marked as, or clearly appears to be, proprietary, confidential, and/or nonpublic pertaining to or in any way connected to



the Software, the Services, and the Provider's financial, professional and/or other business affairs (the "Confidential Information"). The parties agree that, as required by law, this Agreement is not itself Confidential Information.

b. Neither party may disclose or publicize the Confidential Information without the other party's prior written consent.

c. Client shall use its reasonable efforts (but in no case less than the efforts used to protect its own proprietary information of a similar nature) not to disclose and not to use the Confidential Information for their own benefit or for the benefit of any other person, third party, firm or corporation in a manner inconsistent with the purpose of this Agreement.

d. The terms of confidentiality and nondisclosure contained herein shall expire five (5) years from the date of the termination of this Agreement.

e. The restrictions on disclosure shall not apply to information which was: (i) generally available to the public at the time of disclosure, or later available to the public other than through fault of the Client; (ii) already known to the Client prior to disclosure pursuant to this Agreement; (iii) obtained at any time lawfully from a third party under circumstances permitting its use or disclosure to others; or (iv) required by law or court order to be disclosed, including without limitation the Georgia Open Records Act (O.C.G.A. § 50-18-71, et seq.). Provider acknowledges that if Provider submits records containing trade secret information, and if Provider wishes to keep such records confidential under the Act, Provider must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

9. Limited Warranty

Provider warrants: (1) that it has the power and authority to grant the subscription for the Services granted to Client hereunder, (2) that the Service will be free from viruses or other forms of malicious or harmful code, and (3) that the Service will work substantially as stated in any user documentation, functional specifications, or advertising materials published by Provider, provided that Client's sole remedy for failure to work substantially as represented will be prompt repair or replacement of the nonconforming Service by Provider. EXCEPT FOR THE WARRANTY SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS," AND PROVIDER DISCLAIMS ANY AND



ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. Service Level Agreement

Provider will use commercially reasonable efforts to make the Cloud Services available 99.95% of the Service Year. "Service Year" means the three hundred sixty five-day period immediately preceding a claim for a service credit.

a. SERVICE CREDIT. Uptime for each Service Year will be calculated by subtracting from 100% the percentage of time during which our Cloud Services infrastructure was unavailable to Client (the "Uptime Percentage"). If the Uptime Percentage for the Service Year is less than 99.95%, Client will be eligible for a service credit equal to 10% of Client's Cloud Services bill for the calendar month in which the Uptime Percentage dropped below 99.95%. The Uptime Percentage will be calculated using five-minute increments.

b. DOWNTIME EXCLUSIONS. Downtime does not include unavailability caused by one or more of the following: (i) scheduled and intentional maintenance, suspension, or termination of the Cloud Services; (ii) the failure of servers or services outside of a datacenter on which the Cloud Services are dependent, including, but not limited to, inaccessibility on the Internet that is not caused by our infrastructure or network providers; (iii) a force majeure event such as an act of God, act of war, act of terrorism, fire, governmental action, labor dispute, and any other circumstances or events not in our direct control; (iv) an attack on our infrastructure, including a denial of service attack or unauthorized access (i.e., hacking); (v) unavailability not reported by Client in accordance with the reporting provisions in Section 10(c) within five (5) days of the date on which the Uptime Percentage dropped below 99.95%; (vi) unavailability that is caused by Client's breach of this Agreement with Provider.

c. SERVICE CREDIT PROCEDURES. Provider will determine, in our reasonable discretion, Client's eligibility for service credits and the amount of service credits awarded pursuant to this SLA. To be eligible for service credits, Client must send us a reasonably detailed, written request for service credits no later than five (5) business days after the day on which Client's Uptime Percentage first drops below 99.95%. To be deemed valid, Client's request must include (i) the dates and times of each period of Cloud Service unavailability upon which Client's request is based; (ii) the instance names of the affected cloud servers; and (iii) a description of any events from the Cloud Services



portal that may have indicated a system-wide unavailability during the stated dates and times. If Client's Uptime Percentage is confirmed by us to be less than 99.95% for the Service Year, Provider will issue a service credit during the billing cycle following the month in which Provider determine that Client are eligible for one. All service credits will be applied to fees due from Client to us for Cloud Services; Provider will not pay any service credit to Client as a refund. If Client fails to provide us with a valid request, Client will not be eligible for a service credit. Our calculation of Client's Uptime Percentage and all service credits will be based on our records and data. Any dates and times that Client previously reported that led to a successful service credit claim cannot be used for future claims.

d. LIMITATION. THE SERVICE CREDITS DESCRIBED IN THIS SLA ARE CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR THE UNAVAILABILITY OF A CLOUD SERVER.

11. DATA PRIVACY AND SECURITY

a. If Client is provided with a user identification code, password or any other piece of information as part of our security procedures, Client shall treat such information as Confidential Information. Provider has the right to disable any user identification code or password, whether chosen by Client or allocated by Provider, at any time, if in Provider's reasonable opinion, Client has failed to comply with any of the provisions of these terms.

b. Provider will maintain commercially reasonable administrative, physical and technical safeguards to protect the security, confidentiality and integrity of Client data. These safeguards may include encryption of Client data in transmission (using SSL or similar technologies) as described further in the Security Policy on Provider Websites.

12. INDEMNIFICATION & INSURANCE

a. If use of the Service(s) by Client has become, or in Provider's opinion is likely to become, the subject of any IP Claim (defined below), Provider may at its own option and expense (a) procure for Client the right to continue using the Service(s) as set forth hereunder; (b) replace or modify the Service(s) to make it non-infringing; or (c) if options (a) or (b) are not commercially and reasonably practicable as determined by Provider, terminate Client's subscription to the Service(s) and repay Client, on a pro-rated basis, any Subscription charges Client has previously paid Provider.

b. Subject to Client compliance with these terms, Provider will indemnify and hold Client harmless from and against any claim brought against Client by a third party



alleging that the Service(s) Client subscribed to infringes or misappropriates such third party's valid patent, copyright, or trademark (an "IP Claim"). Provider shall, at its expense, defend such IP Claim and pay damages finally awarded against Client in connection therewith, including the reasonable fees and expenses of the attorneys, provided that (a) Client promptly notifies Provider of the threat or notice of such IP Claim; (b) Provider has or will have the sole and exclusive control and authority to select defense attorneys, defend and/or settle any such IP Claim (provided that Provider may not settle without Client's consent, which consent shall not be unreasonably withheld); and (c) Client fully cooperates with Provider in connection therewith. Provider will have no liability or obligation with respect to any IP Claim to the extent such claim is caused by (i) compliance with designs, data, instructions or specifications provided by Client; (ii) modification of the Service(s) by anyone other than Provider; or (iii) the combination, operation or use of the Service(s) with other hardware or software (other than standard hardware or software that would reasonably be expected to be used to access the Services) where the Service(s) would not by themselves be infringing.

c. Sections 12a & 12b state Provider's sole, exclusive and entire liability to Client and constitute Client's sole remedy with respect to an IP Claim brought by reason of access to or use of the Service(s) by Client.

d. Provider shall maintain commercially reasonable insurance during the Term of this Agreement, including at least \$2 million in commercial general liability coverage. Upon Client's request, Provider shall promptly supply evidence of all of its insurance coverages, including policy provisions.

13. Miscellaneous

a. Notice and Demands. Notice, demand, or other communication mandated to be given by this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested or delivered personally. Unless Provider is otherwise notified in writing, the Client's address for notice purposes shall be Client's address provided as part of Client's billing information. Unless Client is otherwise notified in writing, Provider's address for notice purposes shall be 350 Research Court, Suite 110, City of Peachtree Corners, GA, 30092.

b. Governing Law. This Agreement shall be governed exclusively by the laws of the State of Georgia, without regard to its conflicts of laws principles.



c. Compliance with Laws. Client shall use the Services, and Provider shall provide the Services, in accordance with any and all applicable local, state, and federal laws.

d. Headings. The paragraph headings in this Agreement are for convenience only and they form no part of the Agreement and shall not affect the interpretation thereof.

e. Severability. If any provision of this Agreement shall be held illegal, void, or unenforceable, the remaining portions shall remain in full force and effect.

f. No Waiver. The delay or failure of either party to exercise any right under this Agreement or to take action against the other party in the event of any breach of this Agreement shall not constitute a waiver of such right, or any other right, or of such breach, or any future breaches, under this Agreement.

g. Assignment. Neither party may assign or transfer this Agreement.

h. No Partnership or Agency. Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorize either party to act as an agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise bind the other in any way.

i. Force Majeure. Neither Provider nor Client may be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the Provider's reasonable control, including but not limited to fire, flood, storm, act of God, war, malicious damage, failure of a utility service or transport or telecommunications network.

j. Complete Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Services, and supersedes any and all prior or contemporaneous understandings or agreements whether written or oral. No amendment or modification of this Agreement will be binding unless reduced to a writing signed by duly authorized representatives of the parties and such writing makes specific reference to this Agreement and its intention as an amendment hereto.

k. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Provider agrees that, during performance of this Agreement, Provider, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor,



or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Provider agrees to comply with all applicable implementing regulations and shall include the provisions of this section in every subcontract for services contemplated under this Agreement.

I. Authority to Contract. The individual executing this Agreement on behalf of each party covenants and declares that he/she has obtained all necessary approvals of the necessary boards, stockholders, executive officers or similar authorities to simultaneously execute and bind the party to the terms of this Agreement.

[SIGNATURES PROVIDED ON FOLLOWING PAGE]



Business Oriented Software Solutions, Inc.

Signature

Print Name

Date

Title (President or Vice President for Corporation)

Customer

Signature

Print Name

Date

Authorized Personnel

Attest:

Signature

Print Name

Title ((Assistant) Corporate Secretary)

Attest:

Signature

Print Name

Ck
Title