

JNBridge, LLC

Software Support and Maintenance Agreement

JNBridge, LLC ("JNBridge") offers support and maintenance services ("Support and Maintenance") for purchase under the following Software Support and Maintenance Agreement (the "Support and Maintenance Agreement") by JNBridge customers that maintain a valid software license agreement with JNBridge ("Customers") for a JNBridge software product (a "Product").

BY PURCHASING SUPPORT AND MAINTENANCE, EACH CUSTOMER CONSENTS TO BE BOUND BY THE TERMS OF THIS SUPPORT AND MAINTENANCE AGREEMENT.

- 1. Scope.** JNBridge provides support and maintenance services only to JNBridge Customers that have purchased Support and Maintenance from JNBridge (each, a "Subscriber") and solely under the terms and conditions of this Support and Maintenance Agreement. JNBridge has no obligation to provide support or maintenance services other than as set forth in this Support and Maintenance Agreement.
- 2. Fees.** Support and Maintenance is purchased annually (or as may be otherwise agreed to in writing with JNBridge in connection with the purchase of Support and Maintenance by Customer) by paying the applicable Support and Maintenance fee specified by JNBridge (the "Fee"). Payment of the initial Fee is due and payable on or before commencement of Support and Maintenance. The Fee for each successive period during which Support is purchased by Customer thereafter shall be due and payable no later than the last day of the previous period. If a Subscriber allows Support and Maintenance to lapse through non-payment, the Subscriber will be required to pay all Fees that would have been due for the period of such lapse prior to resuming Support and Maintenance. Subscribers purchasing additional Products during the current term of this Support and Maintenance Agreement shall be required to pay additional Fees prior to receiving Support and Maintenance for those additional Products.
- 3. Term.** This Support and Maintenance Agreement will begin upon the start date listed in JNBridge's invoice or other receipt of purchase and will continue until the termination or end date listed in JNBridge's invoice or other receipt of purchase. Thereafter, this Support and Maintenance Agreement will be renewed only upon receipt by JNBridge of payment for the new term.
- 4. Termination.** This Support and Maintenance Agreement will automatically terminate as to any Subscriber: (1) upon termination of the Subscriber's software license agreement with JNBridge; or (2) if Subscriber fails to pay the then current Fee when due or otherwise breaches the terms of this Support and Maintenance Agreement. JNBridge has no obligation to provide Support and Maintenance following termination of any Support and Maintenance Agreement. However, JNBridge reserves the right to provide Support and Maintenance to any Subscriber following termination of that Subscriber's Support and Maintenance Agreement in its sole discretion.
- 5. Covered Software Versions.** Maintenance and Support is provided only for Products that are actively being sold by JNBridge, plus those versions of such Products that have not passed their End-of-Service date (as defined below). If the third-party providers of any software, software framework, platform or operating system that is not included in or with

any Product cease to provide support for a specific version of that software, JNBridge will no longer be obligated under this Support and Maintenance Agreement to provide Support and Maintenance for the Product in conjunction with that version.

- 6. End-of-Service Date.** Upon issuing a new release of a Product (a version that contains additional functionality or new features, and is represented by a change in the initial digits of the version number to the left or the right of the first decimal point), JNBridge will no longer issue enhancements for previous releases, nor sell previous releases, of that Product, except to Customers with a current Support and Maintenance Agreement. If a problem arises with a previous release, JNBridge may, at its sole discretion, either (1) recommend a workaround, (2) issue a patch for the previous release, or (3) recommend the Customer upgrade to the current release. The "End-of-Service date" for a given release is either (a) the day before the following release is issued plus 5 years, or (b) the date JNBridge discontinues selling the Software, plus 5 years.
- 7. Support and Maintenance Services.**
 - a. Contacting Support:** In order to expedite the transfer of error messages and other incident-related information, JNBridge strongly encourages the use of email support. Customers can receive support by sending an email to support@jnbridge.com or by calling US toll free (+1) 877.584.6082 or (+1) 303.545.9371 outside the US.
 - b. Support Hours:** Support is provided from 9:00 a.m. through 5:00 p.m. MST, Monday through Friday, excluding holidays.
 - c. Response Time:** JNBridge shall respond to email and telephone support requests within 1 business day. This response time does not include resolution time.
 - d. Software Releases.** JNBridge will provide Subscribers with software releases, updates, upgrades, and/or software patches as issued by JNBridge during the term of the Support and Maintenance Agreement. Subscribers shall be solely responsible for the installation and/or upgrade of the Products. JNBridge reserves the right to charge an additional fee for major releases (new versions that contain major additional functionality and are represented by a change in the initial digits of the version number to the left of the first decimal point) of the Products. Any such software release, update, upgrade, patch or new version will be considered a part of the Product to which it relates and subject to the terms of the license agreement with JNBridge under which such Product was provided to Subscriber.
 - e. Knowledge Base.** Subscribers will be provided with access to the JNBridge self-help knowledge base available at www.jnbridge.com/knowledgebase.htm.
- 8. Exclusions.** Support and Maintenance do not include: (1) providing access to new products, programs, modules or features that JNBridge advertises or licenses separately from any Product; (2) support or fixes for errors that result from the unauthorized or improper use of any Product or that result from the failure to implement any relevant improvements or modifications made available by JNBridge; (3) support or fixes for errors that do not materially affect the operation of a Product; (4) providing custom enhancements, features or modifications; (5) providing assistance for any Subscriber's applications or other third-party applications; (6) providing direct assistance to Subscriber or any Subscriber end user; (7) on-site support; (8) training; or (9) any hardware or related equipment.
- 9. Subscriber's Responsibilities.** Subscriber is responsible for:
 - a.** providing and maintaining all hardware, operating systems, and third-party software required to operate each Product in compliance with minimum requirements for that Product;

- b. incorporating the latest version of each Product no later than 6 months after a maintenance update or upgrade or minor release has been made available by JNBridge;
- c. making reasonable efforts to solve problems related to any Product before contacting JNBridge;
- d. providing JNBridge with all information, documentation and assistance as JNBridge might reasonably require in order to perform the Support and Maintenance Services, including, without limitation, providing JNBridge with the setup information, application knowledge, listing of any output, detailed steps required so that JNBridge can replicate the problem, exact wording of error messages and any other data that JNBridge reasonably may request in order to reproduce operating conditions similar to those present when the error occurred;
- e. acting as the sole point-of-contact for Subscriber's users and customers; and
- f. possessing a valid license to each Product for which Support and Maintenance is sought.

10. Confidential Information. Both parties recognize and acknowledge that all information and documents disclosed by either side during the course of its performance of its obligations under this Support and Maintenance Agreement, constitute a valuable asset of and are proprietary to the disclosing party. Therefore, each party shall keep confidential, not disclose or otherwise make available to any third party, and not use for purposes beyond the scope of this Support and Maintenance Agreement, any confidential information, advice or material of any nature that is provided or made available by the other party, including but not limited to, any written reports or other data, without the prior written consent of the other party. This section shall not apply to any information that: (1) is in or comes into the public domain through no breach by the recipient of the information of its obligations under this Support and Maintenance Agreement; (2) the recipient acquires from a third party who owes no obligations of confidence to the other party to this Support and Maintenance Agreement in respect thereof; or (3) was already known to the recipient at the time it received such information from the other party to this Support and Maintenance Agreement as shown by the recipient's prior written records. If either party is requested or required by any legal or investigative process to disclose any information that it is not permitted to disclose, that party shall provide the other with prompt notice of each such request and the information requested so that the other party may seek to prevent disclosure or the entry of protective order. If disclosure is required and a protective order is not obtained, the party from whom disclosure is required shall disclose only such information that it is advised by its counsel is legally required to be disclosed.

11. Limited Warranty: JNBRIDGE WARRANTS THAT THE SUPPORT AND MAINTENANCE WILL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH INDUSTRY STANDARDS. JNBRIDGE MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS SUPPORT AND MAINTENANCE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY OTHER WARRANTY OF ANY KIND RESPECTING ANY MAINTENANCE PERFORMED HEREUNDER.

12. Limited Liability: THE TOTAL CUMULATIVE LIABILITY OF JNBRIDGE TO EACH SUBSCRIBER FOR ANY AND ALL LIABILITY ARISING UNDER OR RELATED TO THIS SUPPORT AND MAINTENANCE AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID TO JNBRIDGE BY SUCH SUBSCRIBER UNDER THIS AGREEMENT WITHIN ONE YEAR PRECEDING SUCH LIABILITY. IN NO EVENT SHALL JNBRIDGE BE LIABLE TO ANY SUBSCRIBER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RELATING TO LOSS OF DATA OR LOST PROFITS,

EVEN IF JNBRIDGE HAS BEEN ADVISED BY THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FORGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

13. General Provisions: This Support and Maintenance Agreement will be governed by the laws of the State of Colorado in the United States of America, without regard to or application of conflicts of law rules or principles. The Federal and State Courts located in Denver County and/or Boulder County, Colorado, shall have sole jurisdiction over any disputes arising hereunder and the parties hereby submit to the personal jurisdiction of such courts. If any provision of this Support and Maintenance Agreement is held to be unenforceable, that provision will be removed and the remaining provisions will remain in full force. If any proceeding or lawsuit is brought by JNBridge or a Subscriber in connection with this Support and Maintenance Agreement, the prevailing party in such proceeding or lawsuit shall be entitled to receive its costs, expert witness fees and reasonable attorney's fees, including costs and fees on appeal. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Neither this Support and Maintenance Agreement nor any rights or obligations of a Subscriber hereunder may be assigned by the Subscriber in whole or in part without the prior written approval of JNBridge, provided, however, that in the event of a merger or consolidation of the Subscriber, or if any entity purchases or otherwise acquires all, or substantially all, of the assets of that segment of the Subscriber's business relating to the subject matter of this Support and Maintenance Agreement, Subscriber shall be able to assign this Support and Maintenance Agreement as a whole to the surviving corporation or purchasing or acquiring entity, provided that such surviving or acquiring entity first agrees in writing to be bound by the terms and conditions of this Support and Maintenance Agreement. JNBridge may assign this Support and Maintenance Agreement, and any rights or obligations of Subscriber hereunder, without the consent of Subscriber. Any assignment in derogation of the foregoing shall be null and void. This Support and Maintenance Agreement is the complete and exclusive statement of the agreement between JNBridge and each Subscriber regarding the subject matter of this Support and Maintenance Agreement and supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this Support and Maintenance Agreement. This Support and Maintenance Agreement shall inure only to the benefit of JNBridge, Subscriber, and their valid successors and assigns. This Support and Maintenance Agreement shall not be modified except by a subsequently dated written amendment or exhibit signed by both parties or by their duly authorized representatives.