

BLUE RIDGE SUBSCRIPTION SERVICES TERMS AND CONDITIONS

THIS AGREEMENT ("AGREEMENT") GOVERNS THE USE OF THE SOFTWARE AND SERVICES AS DEFINED HEREIN. BY EXECUTING AN ORDER AND/OR BY USING THE SUBSCRIPTION SERVICES, CUSTOMER AGREES THAT THE SIGNATORY IS AUTHORIZED TO BIND THE CUSTOMER TO THIS AGREEMENT AND CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS CONTAINED IN THIS AGREEMENT. CUSTOMER SHOULD NOT USE THE SUBSCRIPTION SERVICES IF IT CANNOT COMPLY WITH THIS AGREEMENT. THIS AGREEMENT IS BETWEEN CUSTOMER AND BLUE RIDGE SOLUTIONS, INC. ("BLUE RIDGE") AND/OR ITS AFFILIATES OR SUBSIDIARIES, AS APPLICABLE. IN THE EVENT THAT CUSTOMER IS LICENSING OR ACCESSING THE SUBSCRIPTION SERVICES FOR USE IN THE EUROPEAN CONTINENT, THE PARTIES AGREE THAT THE GOVERNING LAW APPLICABLE HERETO AS SET FORTH IN SECTION 7.3 SHALL BE THE LAW OF THE NETHERLANDS AND THE VENUE SHALL BE AMSTERDAM. CUSTOMER AGREES AND ACKNOWLEDGES THAT THE TERMS OF THIS AGREEMENT MAY BE MODIFIED BY BLUE RIDGE FROM TIME TO TIME, FOR WHICH BLUE RIDGE WILL PROVIDE CUSTOMER NOTICE THEREOF. CUSTOMER'S CONTINUED USE OF THE SUBSCRIPTION SERVICES AFTER SUCH MODIFICATION SHALL BE DEEMED ACCEPTANCE THEREOF.

The following processes shall apply to the Subscription Services and shall be subject to this Agreement, as modified and updated periodically from time to time:

- Blue Ridge Support and SLO Policy ("Support Services") : <https://blueridgeglobal.com/legal/slo/>
- Blue Ridge Data Processing Policy: <https://blueridgeglobal.com/legal/dpp/>

1. SERVICES.

1.1 Subscription Services. As more fully described on a fully signed order for which Customer has paid the applicable fees and charges (collectively "Order"), Blue Ridge will provide Customer and its Licensed Affiliates access to and use of Blue Ridge's hosted, software-as-a-service (which includes Support Services) ("Subscription Services") only for Customer's and Licensed Affiliate's internal use per Database System according to the user restrictions designated in the applicable Order ("Maximum User Environment") during the Term of each Order. The use of the Subscription Services by Customer and the Licensed Affiliates shall not exceed the Maximum User Environment as set forth on a fully signed Order that are paid for by Customer or Licensed Affiliate, as applicable. Customer guarantees that all Licensed Affiliates will comply with the provisions of this Agreement and any Orders or Statements of Work (as defined herein). Blue Ridge reserves all other rights not expressly granted in this Agreement. For purposes hereof, "Licensed Affiliate" means, any company or legally recognizable entity of which Customer owns more than fifty (50%) of all of the voting and non-voting stock and equity interests, except that an entity will be deemed a Licensed Affiliate only so long as such ownership exists. In order to access the Subscription Services, a Licensed Affiliate must execute a separate Order. For purposes hereof, "Database System" means up to one (1) production and one (1) staging instance of a database used within the Subscription Services.

For the avoidance of doubt, Customer agrees that Blue Ridge may audit Customer's Maximum User Environment on an annual basis in order to verify Customer's compliance therewith. If it is determined that Customer has at any point in the prior annual period exceeded the Maximum User Environment, then Customer agrees that Blue Ridge is permitted to invoice Customer in connection with the instance of the highest amount of such overage, which invoice shall be paid according to this Agreement. Thereafter, the Maximum User Environment shall be reset to the new, increased usage amount.

The Subscription Services includes the Support Services. In addition, Customer will be entitled to have performance and executive business review monitoring and review based on the applicable "Strategic Success Level" (fka LifeLine Level) it chooses in the Order, where the "Base" level (which is included with the Subscription Services) entitles Customer to quarterly performance and business review meetings, "Gold" entitles Customer to monthly performance and business review meetings, "Platinum" entitles Customer to bi-weekly (1X every 2 weeks) performance and business review meetings, and "Diamond" entitles Customer to weekly performance and business review meetings. A performance monitoring and analysis meeting could consist of a mix of metric analysis, buyer coaching, champion guidance and responding to user related questions. A business review meeting could include summary of user performance, review of business results, discussion of company initiatives that may impact use of the system, product enhancements and other topics.

1.2 Limitations. Except as expressly permitted in this Agreement or by applicable law, neither Customer nor its Licensed Affiliates shall (i) reverse engineer, reverse assemble, decompile, or otherwise translate, or use, copy, modify, sublicense, sell, transfer or distribute by any means any of the Subscription Services (provided that this restriction shall only apply to the extent permitted by applicable law) or any rights of Blue Ridge except as expressly permitted in this Agreement; (ii) charge, or allow others to charge, any third party for use or benefit of the Subscription Services; (iii) use, or allow the use or copying of, the Subscription Services in the operation of any service bureau or time sharing, access any of the Subscription Services on computers operated by any other party except in the Maximum User Environment or allow any other unauthorized use, disclosure or dissemination of the Subscription Services; or (iv) pledge, transfer or encumber this Agreement as collateral with any lien or security interest.

1.3 Professional Services. If Blue Ridge provides consulting and software development services or any integration, education, training or other services that are in excess of the Support Services, including without limitation any services provided pursuant to a Statement of Work signed by the parties ("Statement of Work"), then Customer shall pay for such additional services at Blue Ridge's then current time and materials rates, unless otherwise agreed by the parties in writing or on an applicable Order. Technical implementation will be invoiced monthly based on time incurred. If at any point in the implementation process, Blue Ridge determines that implementation hours incurred will exceed estimate by more than 10%, Blue Ridge will notify Customer and obtain an amended Order before proceeding with implementation. Professional Services will be delivered remotely, except upon request by Customer and acceptance by Blue Ridge. Travel time is billed at 8 hours per day of travel at the resource's hourly rate for distances over 200 miles and are invoiced monthly at cost. Any travel under 200 miles will be billed at the actual time. Travel time is not included in the estimate in the Statement of Work and will not be included when reviewing the project budget. Travel expenses to be invoiced include, but are not limited to, airfare, lodging, meals, and ground transportation.

1.3.1 Blue Ridge Responsibilities: For consulting service engagements that are in excess of the Support Services as defined in the Order, Blue Ridge's responsibilities shall be defined as:

a) Project Management responsibilities shall include providing a project plan that includes tasks, deliverables and timing for Blue Ridge and Customer, communicating the project timeline with Customer's Project Manager, ensuring timely notification to Customer of outstanding issues and risks, and participating in required meetings with the Customer; and

b) Technical, Application & Data responsibilities shall include completing a Business Process Analysis ("BPA") to understand current Customer processes, business requirements, gap analysis, user stories and metrics documentation, defining and mapping of Customer data to Blue Ridge data formats, resolving questions regarding system and design related matters, providing feedback on system configuration options that impact performance and best practices, and deploying the contracted Blue Ridge production environment and SFTP site to receive and send data from and to Customer as well as load production data set and verify data load; and

c) Education, Testing & End-User Support responsibilities shall include assisting with cutover and go-live tasks and issue management, educating Customer on Blue Ridge support procedures for issue management after go-live and delivering contracted Education sessions.

1.3.2 Customer Responsibilities: For consulting service engagements that are in excess of the Support Services as defined in the Order, Customer shall provide, in a timely manner, experts in functional areas, systems, and tools that are identified as critical to gathering data requirements and mapping data sources. Customer's responsibilities shall be defined as:

a) Project Management responsibilities shall include timely resolution of outstanding issues and open questions related to business requirements, business process or data, responsibility for Customer's overall program and organizational change management, and provision of first-line of support to the Customer's end-user community after Subscription Services are in production and actively in use;

b) Technical, Application & Data responsibilities shall include providing documentation on the design specifications of internal system data extract scripts and/or utilities, providing data in specified layout and formats to match design in Blue Ridge's Technical Guidebook, providing data validation including data harmonization (defined as ensuring that all data regardless of source means the same thing, i.e., Unit = Each, for instance, consistently from region to region) and data cleansing, and design, development as well as testing of interface extracts of required data required for Blue Ridge.

c) Education, Testing & End-User Support responsibilities shall include assisting in developing the plan and materials for educating end users on the Blue Ridge solution, and creating test plans, user stories and perform testing for data validation, integration testing, and user acceptance testing ("UAT") based on identified business requirements.

1.4 Third-Party Services. In connection with the Subscription Services, if and to the extent so provided in the applicable Order, Blue Ridge may make available to Customer certain third-party services ("Third-Party Services). Customer acknowledges that such Third-Party Services may be subject to additional terms, conditions and restrictions as set forth in the applicable Order (including additional audit and/or verification rights on the part of the applicable Third-Party Service provider), and Customer agrees to comply with any and all such terms, conditions and restrictions. Customer further acknowledges and agrees that it shall be responsible and liable for any claims, damages or liabilities arising out of its failure to comply with such terms, conditions and restrictions. Blue Ridge is not responsible for the Third-Party Services or for any claims, damages or liabilities that may arise out of Customer's access to or use of such Third-Party Services.

2. Subscription Term. The subscription term for access and use of the Subscription Services as described in Section 1 with respect to each Order commences on the Subscription Initiation Date specified in the applicable Order and shall continue until the Expiration Date set forth on the applicable Order ("Initial Term"), unless earlier terminated as provided in this Agreement. Thereafter, the Initial Term and subsequent Renewal Terms for each Order shall automatically renew for successive periods equal to the expiring subscription term (each a "Renewal Term"), unless either party provides written notice to the other party at least ninety (90) days prior to the end of the then-current Initial Term or Renewal Term of each Order of its intent to not renew the subscription under that Order. The Initial Term and the Renewal Terms, if any, of each Order are collectively referred to as the "Term." This Agreement remains in full force and effect during the Term of each Order unless this Agreement is otherwise terminated earlier.

3. Payment.

3.1 Fees and Charges. Customer and Licensed Affiliates shall pay Blue Ridge for the Subscription Services and other professional services on or before the applicable due dates as set forth in the Order or Statement of Work, as applicable. The subscription fees and other charges are due and payable annually in advance of the first year of the Initial Term and in advance of the beginning of each subsequent year of the Initial Term and in advance of the beginning of each year of the Renewal Terms in the amounts set forth in the applicable Order, subject to annual increases by Blue Ridge for years of the Term after the end of the first year of the Initial Term, except that the respective annual increases during the Initial Term shall not exceed the greater of: (i) the annual increase for the previous year in the "U.S. Consumer Price Index for all Urban Consumers" ("CPI") or a comparable index selected by Blue Ridge if the designated CPI is not available; or (ii) seven (7%) percent per annum. Payments shall be made to Blue Ridge via ACH, Wire, or such other payment mechanism as determined by Blue Ridge.

3.2 Invoices. All fees and charges for Subscription Services will be invoiced to Customer in advance upon execution of an Order and prior to each anniversary date of the applicable Order. Except as otherwise provided in this Agreement, fees and charges are non-cancelable and non-refundable. Except as otherwise may be set forth in an Order or Statement of Work, as applicable, all payments for all fees and charges for Subscription Services and for all other professional services shall be due and payable within thirty (30) days after receipt by Customer of an invoice for same. All sums set forth in this Agreement are in United States currency and shall be paid in in the currency determined by Blue Ridge without any withholding or deductions.

3.3 Expenses. Customer and Licensed Affiliates will also pay or reimburse Blue Ridge for all reasonable out-of-pocket costs and expenses, including without limitation, shipping, travel and travel-related and living expenses, incurred by Blue Ridge in connection with its performance of professional services under a Statement of Work to the extent authorized therein or by Customer.

3.4 Past Due Interest. Customer shall owe interest on all past due sums at the rate of the lesser of (i) one (1.5%) per month (EIGHTEEN (18%) PERCENT PER ANNUM), or (ii) the applicable maximum legal rate.

3.5 Taxes. Customer and Licensed Affiliates shall be responsible for and pay all use, sales, excise, transfer, ad valorem, and other taxes, tariffs, withholding, VAT, GST, HST, QST, or costs imposed upon or related to the Subscription Services or professional services provided under this Agreement, except for those calculated on Blue Ridge's income, property taxes (not related to Customer's use of the Subscription Services) and employment taxes of Blue Ridge. The sums owed to Blue Ridge pursuant to this Agreement shall not be reduced by withholding or other sums imposed upon or related to the Subscription Service or the Services.

4. Confidentiality.

4.1 Non-Disclosure Obligations. During the course of this Agreement, each party ("Recipient") will be given access to information that relates to the other party's (or its licensor's, supplier's or, in the case of Blue Ridge, Third-Party Service provider's) (collectively, "Discloser") past, present and future research, development, business activities, products, services, intellectual property, technical knowledge, and other information that is treated as confidential information by the Discloser (collectively referred to as "Confidential Information"). "Confidential Information" shall also include any information that is a "trade secret" of Discloser under applicable law ("Trade Secrets"). Recipient shall not disclose or use the Confidential Information of the Discloser except as provided in this Agreement. These confidentiality obligations shall continue for Trade Secrets during the Term and as long after the Term as they remain Trade Secrets under applicable law and shall continue as to the portions of Confidential Information that do not constitute Trade Secrets during the Term and for three (3) years thereafter. Each party agrees that at a minimum it will protect the confidentiality of the other's (or its licensor's, supplier's or, in the case of Blue Ridge, Third-Party Service Provider's) Confidential Information in the same manner that it protects its own Confidential Information but in no event less than reasonable precautions to protect the other's (or its licensor's, supplier's or, in the case of Blue Ridge, Third-Party Service Provider's) Confidential Information. Access to the Confidential Information of Discloser shall be restricted to those of Recipient's employees who have a need to know in order to perform Recipient's obligations under this Agreement. Recipient's personnel shall be required by Recipient to comply with the confidentiality requirements of this Agreement. Disclosures of Confidential Information of Discloser shall not be made by Recipient to contractors or other non-employees unless such persons have signed the nondisclosure and third party consulting agreement required by the Discloser. All Confidential Information of Discloser made available to the Recipient, including copies thereof, shall be returned by Recipient to the Discloser upon the first to occur of (a) termination of this Agreement or the Term of all Orders or (b) request by the Discloser. All personnel of Recipient who work on projects for the Discloser shall be informed of the confidentiality provisions of this Agreement, and any related confidentiality agreement(s) between the parties and each party shall require all its personnel to comply with this Agreement and any other applicable agreements.

4.2 Security Procedures. Each party agrees to comply with the security procedures and measures of the other party regarding computer and material access, access to premises, and confidentiality to the extent such security procedures and measures are provided to the other party in writing, they are reasonable, and they permit the party to perform as provided in this Agreement.

4.3 Customer Data. Blue Ridge acknowledges that transaction data received from Customer is the proprietary information of Customer. Blue Ridge will not disclose transaction data that directly identifies Customer (except that Blue Ridge may disclose such transaction data to subcontractors or sup-processors [including Third Party Service providers] in connection with their performance of services for Blue Ridge). Blue Ridge shall not use such transaction data in violation of law. Customer and Licensed Affiliates agrees to take reasonably prudent steps to protect the integrity of data utilized or generated by the Subscription Services as set forth in the Data Processing Appendix policy. If Blue Ridge (or a subcontractor or sub-processor) removes from such data anything that would allow anyone to identify Customer and Licensed Affiliates or identify that the data is data of Customer and Licensed Affiliates ("Non-Identifiable Data") then notwithstanding anything to the contrary Blue Ridge (or such subcontractor or sub-processor) may provide to third parties the Non-Identifiable Data and analysis of the Non-Identifiable Data for any purpose allowed by law, including without limitation, research, statistical analysis, or product development and research.

4.4 Proprietary Information. Customer and Licensed Affiliates acknowledge that the Subscription Services and other information disclosed by Blue Ridge to Customer and Licensed Affiliates contain Confidential Information that are owned fully by Blue Ridge or its licensors. Customer and Licensed Affiliates agree not to challenge ownership of any rights to the Subscription Services and other information disclosed by Blue Ridge to Customer and Licensed Affiliates. Solely to confirm compliance with the confidentiality provisions and license restrictions of this Agreement and the calculation of fees, charges and credits, after reasonable notice, during normal business hours, directly or through an independent auditor, that is subject to confidentiality obligations similar to those in this Section 4, and at Blue Ridge's sole expense, Blue Ridge (and/or its Third Party Service Provider, if so provided in the applicable Order) shall be entitled to audit Customer's and Licensed Affiliates' relevant records and the relevant records of Customer's and Licensed Affiliates' contractors and consultants.

4.5 Exceptions. Nothing in this Agreement shall prohibit or limit each party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (1) previously known to it, (2) independently developed by it without use of or reference to the Discloser's Confidential Information, (3) acquired by it from a third party which is not, to the Recipient's knowledge, under an obligation to the Discloser not to disclose such information, or (4) which is or becomes publicly available through no breach by the Recipient. In the event Recipient receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the Discloser, the Recipient shall provide prompt notice to the Discloser of such receipt and shall thereafter take such action with regard to the Confidential Information as the Discloser reasonably instructs. Customer grants Blue Ridge permission and a limited license to use Customer's and Licensed Affiliates' logo(s) to identify Customer and Licensed Affiliates as Blue Ridge's Customer on Blue Ridge's website and in sales presentations.

4.6 Equitable Remedies. Each party understands and agrees that monetary damages may not provide sufficient relief to the other party for any breach of this Agreement and that the non-breaching party is entitled to specific performance and injunctive relief against the breaching party as remedies for any breach. Such remedies are not the exclusive remedies for a breach of this Agreement, but are in addition to any and all other remedies available at law or equity.

5. Compliance with Laws. Customer, and Licensed Affiliates and Blue Ridge shall comply with all applicable laws in performing under this Agreement. Customer and Blue Ridge reserve the right (but have no obligation) at all times, and in accordance with Paragraph 4.1, to monitor, review, retain and/or disclose any information as necessary to satisfy or cooperate with any applicable law, regulation, legal process or governmental request.

6. Termination. Without prejudice to any other remedies and in addition to any other termination rights herein:

a. if Blue Ridge does not receive an amount due and owing under this Agreement within thirty (30) days after the Due Date ("Non-Payment Default") then Blue Ridge may exercise all collection rights and remedies and, at its discretion, terminate this Agreement and the Term upon ten (10) days written notice to Customer if Customer has not cured such Non-Payment Default within such ten (10) day notice period;

b. if either party commits a material breach of this Agreement, other than a Non-Payment Default, and such breach remains uncured for ninety (90) days after written notice of such breach is delivered to such other party then the non-defaulting party may terminate this Agreement and the Term of all Orders;

c. if either party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws, laws of debtor's moratorium or similar laws then the other party may terminate this Agreement and the Term of all Orders; and

d. if the Agreement or the Term of all Orders otherwise ends then the Customer and all Licensed Affiliates and their End Users shall cease using the Subscription Services.

Upon termination or expiration of this Agreement or the Term of all Orders for any reason, all rights, use and access to the Subscription Services by Customer and Licensed Affiliates and their End Users shall immediately cease, provided that for a period of sixty (60) days following such termination or expiration, Customer and End Users may retrieve its data from the Subscription Services and Blue Ridge will provide Customer with the same post-termination data retrieval assistance that Blue Ridge generally makes available to all its customers.

7. General.

7.1 Infringement Indemnity. Blue Ridge shall indemnify, defend and hold harmless Customer and Customer's directors, officers, employees, suppliers, consultants, contractors and agents from and against any claims by third parties caused by, arising out of, or relating to, the violation or alleged violation of any valid third-party copyright, patent rights, trade secrets, or trademark by the Subscription Services (other than liability arising from the fault of Customer or its End Users or agents) ("Infringement Claim"); provided Customer notifies Blue Ridge in writing within twenty (20) days of becoming aware of any such claim or violation and Customer fully cooperates with Blue Ridge in the defense of such claim or violation. Delay in notice by Customer will excuse Blue Ridge from performing under this indemnity only to the extent the delayed notice caused damage to Blue Ridge. Blue Ridge shall conduct the defense and any settlement negotiations in any such third-party action arising as described herein and Blue Ridge shall have sole control of defenses and settlements, except that Blue Ridge shall not enter into a settlement that admits the liability of Customer beyond the sums paid by Blue Ridge or requires Customer to pay any sums. This indemnification is limited to the Subscription Services in the form delivered to the Customer and does not cover claims: (i) that arise because of modifications or any other uses not contemplated in the Documentation whether or not expressly authorized by Blue Ridge; (ii) that arise because of use of the Subscription Services in combination with software, procedures or other items not provided by Blue Ridge; or (iii) that would not exist but for such modifications, other uses or combinations described in (i) and (ii) above. If a third-party Infringement Claim causes Customer's quiet enjoyment and use of the Subscription Service to be stopped, Blue Ridge shall be entitled, at Blue Ridge's own expense and option, as the sole remedy of Customer, to either: (i) replace the Subscription Services, or part thereof, with a functionally equivalent and non-infringing service; (ii) modify the Subscription Services so it becomes non-infringing and performs in a substantially similar manner; (iii) obtain a license for the Customer to continue use of the Subscription Services; or (iv) terminate the Term and refund to Customer the remaining portion of the subscription fee attributable to the period after termination. The obligations of Blue Ridge set forth above are Blue Ridge's sole obligations and Customer's sole remedy with respect to all liability arising from the violation or alleged violation of any third-party trade secrets, proprietary information, trademark, copyright, or patent rights by the Subscription Services.

7.2 WARRANTIES; DISCLAIMERS AND LIMITATION OF LIABILITY. Blue Ridge represents and warrants that: (a) the Subscription Services shall be provided according to the uptime objectives set forth in the Support Services and that any software including in the Subscription Services shall materially conform with its documentation; and (b) the professional services will be provided by competent, qualified individuals in a workmanlike manner. EXCEPT AS EXPRESSLY SET FORTH IN BLUE RIDGE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AND LICENSED AFFILIATES ACKNOWLEDGE AND AGREE THAT CUSTOMER AND LICENSED AFFILIATES ARE SOLELY RESPONSIBLE FOR DETERMINING IF THE SUBSCRIPTION SERVICES WILL ACHIEVE CUSTOMER'S AND LICENSED AFFILIATES' INTENDED RESULTS AND/OR SATISFY ITS BUSINESS REQUIREMENTS AND NEEDS AND THAT BLUE RIDGE MAKES NO REPRESENTATION OR WARRANTY THAT THE SUBSCRIPTION SERVICES WILL ACHIEVE SUCH INTENDED RESULTS OR SATISFY SUCH BUSINESS REQUIREMENTS OR NEEDS. THE ACCURACY OF RESULTS OR RECOMMENDATIONS OF THE SUBSCRIPTION SERVICES ARE DEPENDENT UPON THE DATA PROVIDED BY CUSTOMER AND LICENSED AFFILIATES. SUBJECT TO THE WARRANTIES SET FORTH IN THIS AGREEMENT, BLUE RIDGE SHALL NOT BE LIABLE FOR THE ACCURACY OR THE RESULTS OF THE SUBSCRIPTION SERVICES. CUSTOMER AGREES THAT ITS DECISION TO LICENSE THE SUBSCRIPTION SERVICES IS NOT CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES, OR DEPENDENT ON ANY ORAL OR WRITTEN PUBLIC COMMENTS MADE BY BLUE RIDGE REGARDING FUTURE FUNCTIONALITY OR FEATURES.

WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPLICITLY SET FORTH IN AN ORDER HEREUNDER, BLUE RIDGE MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY THIRD-PARTY SERVICE. CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING IF THE THIRD-PARTY SERVICES WILL ACHIEVE CUSTOMER'S AND LICENSED AFFILIATES' INTENDED RESULTS AND/OR SATISFY ITS BUSINESS REQUIREMENTS. BLUE RIDGE MAKES NO REPRESENTATION OR WARRANTY THAT THE THIRD-PARTY SERVICES WILL ACHIEVE SUCH INTENDED RESULTS OR SATISFY SUCH BUSINESS REQUIREMENTS OR NEEDS.

EXCLUDING LIABILITY FOR VIOLATIONS OF SECTIONS 1.2, 3, 4.1, 4.4, and 7.1 OF THIS AGREEMENT, THE TOTAL LIABILITY OF EACH PARTY FOR TORT, CONTRACT AND OTHER DAMAGES SHALL NOT EXCEED THE SERVICE FEES PAID BY CUSTOMER FOR THE PARTICULAR ANNUAL SUBSCRIPTION PERIOD IN WHICH THE EVENTS GIVING RISE TO THE CLAIM OCCURRED. EXCLUDING LIABILITY FOR VIOLATIONS OF SECTIONS 1.2, 3, 4.1, 4.4, and 7.1 OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER. CUSTOMER'S REMEDIES UNDER THIS AGREEMENT OR AT LAW OR IN EQUITY ARE LIMITED TO THOSE SET FORTH IN THIS AGREEMENT. BLUE RIDGE SHALL NOT BE LIABLE FOR ANY DAMAGES THAT COULD HAVE BEEN AVOIDED IF CUSTOMER HAD MAINTAINED APPROPRIATE PROCEDURES.

7.3 Applicable Law and Jurisdiction. THIS AGREEMENT, ITS ADMINISTRATION AND PERFORMANCE, AND THE RIGHTS, OBLIGATIONS, LIABILITIES, AND RESPONSIBILITIES OF THE PARTIES HERETO, SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF GEORGIA, UNITED STATES, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES. Any suit, action or proceeding against Blue Ridge or Customer and Licensed Affiliates with respect to this Agreement shall be brought in any competent court located in the State of Georgia, United States, and Blue Ridge and Customer and Licensed Affiliates hereby consent and submit to the exclusive jurisdiction of such courts for the purpose of any such suit, action or proceeding. Blue Ridge and Customer and Licensed Affiliates hereby further irrevocably consent and submit to service of process in any suit, action or proceeding in said court by the receipt thereof by the other party by registered or certified mail, postage prepaid, return receipt requested. The rights and obligations of the parties under this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods. English is the language of this Agreement. The English

language version of this Agreement executed by the parties shall govern and control all interpretations, enforcement and application of this Agreement even if translations have been made by either party. Such translations shall not affect the interpretation or meaning of this Agreement and they are not a part of this Agreement notwithstanding anything to the contrary.

7.4 Entire Agreement. This Agreement including the attached Schedules and fully signed Orders (and any attachments or appendices to such Schedules and/or Orders) constitute the entire agreement between the parties with regard to the subject matter hereof, and supersede and cancel any and all prior and contemporaneous oral or written statements, proposals, order forms, or agreements relating to the subject matter hereof. In the event of a conflict between this Agreement and an Order or a Statement of Work, this Agreement will control, unless expressly stated to the contrary in this Agreement or the specific Order or Statement of Work.

7.5 No Waiver. The failure of either party to exercise any of its rights under this Agreement shall not be deemed a waiver or forfeiture of such rights.

7.6 Assignment. Neither this Agreement nor any interest hereunder shall be assigned or transferred by Customer or Licensed Affiliates, except pursuant to the sale of all or substantially all of the stock or assets of the Customer, without the prior written consent of Blue Ridge. Blue Ridge may assign and delegate its rights and obligations under this Agreement without obtaining the consent of Customer as long as the assignee assumes the obligations of Blue Ridge under this Agreement and the assignee has full rights to operate and license the Subscription Services to Customer as provided under this Agreement. This Agreement shall inure to the benefit of and be binding upon the permitted successors, legal representatives, and assigns of the parties hereto.

7.7 Severability. The provisions of this Agreement are separate and independent covenants, and the invalidity or unenforceability of one or more of these provisions or covenants shall not affect the validity or enforceability of the remaining provisions or of the other covenants of this Agreement.

7.8 Notices. All notices under this Agreement shall be in writing on paper and shall be deemed to be effectively given upon receipt, or refusal, or when delivered by certified mail, return receipt requested, personal delivery, messenger delivery, overnight courier, or equivalent means of delivery postage prepaid addressed to the addresses set forth in the applicable Order or Statement of Work.

7.9 Marketing. With Customer permission, Customer agrees to participate in the following marketing activities: (1) joint press releases announcing the selection of Blue Ridge, successful results due to Blue Ridge's solutions and other newsworthy events; (2) case studies on successful results due to Blue Ridge's solutions; (3) reference program participation; (4) analyst reviews and interviews. Customer grants Blue Ridge permission and a limited license to use Customer's logo(s) to identify Customer as Blue Ridge's Customer on Blue Ridge's website and in sales presentations.

7.10 Headings. The section headings contained in this Agreement are for reference purposes only and shall not in any way control the meaning or interpretation of this Agreement.

7.11 Survival. Upon termination of the Term or this Agreement all provisions of Sections 2, 3, 4, 5, 6, and 7 shall survive termination and continue in full force and effect.

7.12 Force Majeure. Neither party shall be liable for any delay or failure in performance of this Agreement if caused by an act of nature or any commercially reasonable factor beyond that party's control, however this does not excuse any non-payment. In any such event, the date for the performance by either party shall be deferred for a period of time equal to the time lost by reason of such act of nature or other factor.

7.13 Non-Solicit. During the Term of this Agreement and for a period of one (1) year following its termination or expiration, Customer and Blue Ridge agree that each party and their affiliates shall not solicit to hire, hire or cause to hire any employees of the other party with whom they have had communication or contact as a result of services or products provided under this Agreement, without the express written permission signed on paper or acceptable electronic communication by an authorized representative of the other party. Customer and Blue Ridge shall be entitled, in addition to any other remedies at law or in equity, to obtain injunctive relief. This provision does not prohibit offers or hires that arise from general solicitations by a party advertising employment openings.

The parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

Blue Ridge:

Customer:

Blue Ridge Solutions, Inc.

By: _____

Print Name: _____

Title: _____

Address: 11585 Jones Bridge Rd, Ste #420 Unit #231, Johns Creek, GA 30022

Date: _____

_____, a

Corporation

By: _____

Print Name: _____

Title: _____

Address: _____

Date: _____