



## MASTER SUBSCRIPTION LICENSE AGREEMENT

This Master Subscription License Agreement (this “**Agreement**”) is made and entered into as of \_\_\_\_\_ by and between Prometheus Group Enterprises, LLC, a Delaware limited liability company, with an address at 4601 Six Forks Road, Suite 220, Raleigh, NC 27609 (“**Prometheus**”) and \_\_\_\_\_ (“**Customer**”), with an address at \_\_\_\_\_.

In consideration of the mutual promises, covenants, and other consideration described in this Agreement, the parties agree as follows:

### 1. Introduction

This Agreement, along with the applicable schedule(s), governs Customer’s use of software developed and owned by Prometheus, which is identified on Schedule A to this Agreement (“**Software**”), and associated services described in this Agreement. Each Schedule A, when executed by authorized personnel of each party, is a separate agreement that (i) incorporates the terms of this Agreement and (ii) is effective as of the date identified in the schedule (the “**Effective Date**”). In the event of a conflict between the terms of this Agreement and any schedule, the terms of this Agreement shall control unless the schedule specifies the provision in this Agreement that the parties intend to modify. The term “**Software**” as used throughout this Agreement includes all user documentation provided by Prometheus with the Software (“**Documentation**”).

### 2. Subscription License

#### 2.1. Subscription License Grant; Subscription Term.

Subject to the terms and conditions of this Agreement and the applicable schedule and the payment by Customer of all applicable Fees (as defined below), Prometheus hereby grants Customer a nonexclusive, nontransferable, terminable, limited subscription license (“**Subscription**”) to use during the Subscription Term (as defined below), in object code form only, the Software for the sole purpose of processing information of Customer and for no other purpose. This license is subject to the limitations and restrictions set forth below and any additional limitations and restrictions set forth in the applicable schedule. The duration of Customer’s Subscription for the Software shall be set forth in the applicable schedule (an “**Initial Subscription Term**”). Thereafter, the Subscription for the Software shall automatically renew for additional successive renewal terms equal in length to the Initial Subscription Term (each, a “**Renewal Subscription Term**”), unless either party informs the other of its intention not to renew at least sixty (60) days prior to the end of the then-current Initial Subscription Term or Renewal Subscription Term. The Initial Subscription Term and the Renewal Subscription Term are collectively referred to as the “**Subscription Term**”.

#### 2.2. Limitations and Restrictions.

2.2.1. The license is limited to the number of Licensed Users and/or Licensed Sites identified in Schedule A. “**Licensed User**” means an individual identified by name as a user of the Software. Each individual who accesses the Software constitutes one Licensed User. Notwithstanding the foregoing, any individual who accesses the Software solely to provide internal technical support will not constitute a Licensed User.

“**Licensed Site**” means a server, physical location, facility, or business unit of Customer.

2.2.2. Customer shall limit access to and use of the Software to Customer’s employees and Customer’s on-site contractors while doing work for Customer.

2.2.3. Customer shall not use the Software to process information of or for any third party.

2.2.4. Customer shall not use, access, or modify the source code for the Software. Customer’s license automatically terminates if Customer uses, accesses, or modifies the source code for the Software.

2.2.5. Except as expressly authorized in this Agreement, Customer shall not, and shall not permit others, including its employees, contractors, and agents to, use, copy, translate, adapt, market, resell, modify, distribute, sublicense, transfer, display, grant a security interest in, rent, create derivative works of, or unbundle the Software. In addition, Customer shall not and shall not permit others, including its employees, contractors, and agents, to reproduce, reverse engineer, decompile or disassemble the Software, and will not otherwise attempt to reconstruct or discover the source code for the Software.

2.2.6. Customer shall not use the Software to provide time sharing, service bureau, or other similar services.

2.2.7. Customer understands and agrees that the Software is subject to US export control laws, including the US Export Administration Act and its associated regulations and shall not, and shall not permit any third parties, including its customers, to, export, re-export or release directly or indirectly the Software to a jurisdiction, country, or individual to which the export, re-export or release is prohibited by applicable law, regulation or rule. Customer shall comply with all applicable laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or governmental approval), prior to exporting or re-exporting the Software.

2.3. **Ownership.** Customer does not own and shall not claim any ownership in the intellectual property rights in and to the Software, including but not limited to the structure, organization, design, algorithms, methods, templates, data models, data

structures, flow charts, logic flow, screen displays, and report formats associated therewith, and derivative works thereof. Prometheus reserves all rights in the Software and any related intellectual property not expressly granted to Customer in Section 2.1. Customer shall not remove or alter any trademark, logo, copyright or any other proprietary notices in the Software.

### 3. Services

3.1. **General.** Prometheus shall provide the services set forth in this Agreement and in the schedule(s) attached to or issued under this Agreement (collectively, "**Services**").

3.2. **Additional Services.** Prometheus will not be obligated to provide any Additional Services, unless agreed in advance and identified on a schedule issued under this Agreement. "**Additional Services**" include, but are not limited to (i) on-site service of any kind; (ii) installation, data conversion, or system integration services or other consulting services; (iii) service or maintenance of third-party software, operating software, hardware, or other equipment; (iv) services caused by Customer's fault, misuse, modification of the Software, negligence or failure to perform Customer's responsibilities, including failure by Customer to create and/or maintain adequate data back-ups; (v) services caused by a malfunction of or problem with any product or goods other than those licensed by Prometheus; and (vi) services caused by the use by Customer of any version of the Software other than the current or immediately prior version.

3.3. **Personnel.** Prometheus has sole discretion in personnel decisions related to performance of the Services. The Services may be performed by employees of Prometheus or contractors of Prometheus who agree to comply with the terms of this Agreement.

### 4. Maintenance and Support Services

4.1. **Maintenance.** Prometheus shall perform the maintenance and support Services described in this Article 4 according to the service level standards attached as Schedule B ("**Maintenance**") during the applicable Subscription Term (unless terminated earlier pursuant to Section 8.2).

4.2. **New Releases.** In providing Maintenance, Prometheus may periodically prepare and provide to Customer "**New Releases**" of the Software that are generally distributed by Prometheus to its customers. New Releases may include bug fixes, patches, or enhancements or additional features that are otherwise not separately marketed. Customer will be solely responsible for integrating New Releases into Customer's hardware and software environment. All fixes and updates and New Releases of the Software delivered to Customer hereunder are deemed Software under this Agreement and will be subject to the terms, limitations, and restrictions herein.

4.3. **Support Availability.** Prometheus will respond via its support website, telephone or e-mail to requests for assistance Customer makes through Prometheus' support website. Support is provided from 8:00 a.m. to 5:00 p.m. local time, excluding weekends and holidays. Assistance consists of providing general advice on the operation and use of the Software and attempting to resolve suspected problems with the Software. Prometheus will respond to requests for assistance within a reasonable amount of time in light of the severity of the suspected problem.

4.4. **Support Contacts.** Customer will designate up to three (3) people to act as the designated contacts for dealing with Prometheus on support questions ("**Contact Persons**"). Before contacting Prometheus with a question, a Contact Person shall take reasonable steps to resolve the question. For example, the Contact Person shall recreate and verify the alleged problem and review the Documentation before contacting Prometheus. Only Contact

Persons may initiate calls to Prometheus for support on behalf of Customer.

4.5. **Fixes.** Prometheus will use diligent efforts to correct all problems reported to Prometheus by Customer that Prometheus is able to recreate, and will deliver any bug fixes to Customer. Minor or cosmetic fixes may be delivered with the next New Release of the Software.

### 5. Customer Obligations

5.1. **Access.** Customer shall provide Prometheus with access to Customer's technical personnel, facilities, databases, information and security clearance as necessary for Prometheus to perform its obligations under this Agreement. Customer shall permit Prometheus personnel to have controlled and monitored access to the Software through mutually agreed mechanisms. Access to Customer's systems and data will be used solely in support of Prometheus' obligations under the Agreement. Customer shall perform tasks as reasonably requested by Prometheus to aid in the implementation or the resolution of problems, and shall implement all reasonable workarounds to problems as directed by Prometheus.

5.2. **Technology Environment.** Customer alone is responsible for acquiring and maintaining its own technology environment, including but not limited to PC's, digital certificates, operating systems, servers, Internet access, local area networks, and wide area networks, and all other telecommunication equipment and software ("**Technology Environment**"). Customer shall obtain and maintain the modems, network access, and all other telecommunication equipment and software in order to facilitate Prometheus' on-line access to the Software. Customer shall be responsible for all costs and expenses for the acquisition, implementation, maintenance and use of Customer's Technology Environment.

5.3. **Reports and Inspections.** Customer shall from time to time, at the reasonable request of Prometheus, promptly provide Prometheus with an audit report generated by the Software in order for Prometheus to verify compliant usage of the Software (the "**User Report**"). Prometheus will use the User Report to verify the fees due by Customer to Prometheus herein. Customer also agrees that Prometheus may, from time to time upon reasonable notice to Customer, perform electronic and/or physical on-site inspections of Customer's use of the Software and other records of Customer in order to verify Customer's compliance with the user and other license limitations in this Agreement and that it will provide timely and accurate information to Prometheus in connection with its use of the Software. If a User Report or other inspection indicates that Customer's use of the Software exceeds Customer's license, Customer shall pay Prometheus a Subscription Fee for the unlicensed usage and Maintenance to bring Customer into compliance with this Agreement. The Subscription Fee will be calculated using the then-current list price for the subject Subscription Fee, which will be calculated as of the Effective Date of the most recent purchase of the subject Software by Customer.

5.4. **Data Backup.** Customer shall maintain adequate backups of all data used in connection with the Software. PROMETHEUS WILL NOT BE OBLIGATED TO RECREATE OR RESTORE, OR IN ANY WAY BE LIABLE FOR, CUSTOMER'S DATA.

5.5. **Materials.** "**Materials**" includes all materials, information, content, or software that is integrated with or used in connection with the Software, which either Customer supplies or a third party supplies at Customer's request. Customer shall own or obtain appropriate rights or licenses from third parties for Customer's use of all Materials. Customer shall have the authority to grant Prometheus' access to Materials for integration, hosting and support purposes, and as necessary to perform the Services.

## 6. Fees and Expenses

### 6.1. Payments.

6.1.1. Customer shall pay Prometheus the Subscription fee identified in each applicable schedule (the "**Subscription Fee**"). The first annual installment of the Subscription Fee will be invoiced as of the Effective Date with the subsequent annual installment invoiced each year on the anniversary of the Effective Date for as long as the Subscription Term remains in effect. The Subscription Fee is non-cancellable and non-refundable. Failure to timely pay each installment of the Subscription Fee shall constitute a breach of the Agreement by Customer.

6.1.2. Maintenance fees are included in the Subscription Fee.

6.1.3. Prometheus will not increase the annual Subscription Fee by more than ten percent (10%) per year.

6.1.4. If Prometheus performs Services, Customer shall pay Prometheus a fee at the rates identified in each applicable schedule (the "**Service Fee**"). The Service Fee will be invoiced monthly as incurred.

6.1.5. All Fees under this Agreement are due no later than thirty (30) days after the applicable invoice date and are non-cancelable and non-refundable. Customer shall make all payments in United States dollars. Past due payments will be subject to interest at the rate of twelve percent (12%) annually, or the maximum amount allowed by applicable law if lower, calculated from the date when payment becomes overdue until payment is made. Customer agrees to pay Prometheus' reasonable costs of collection of past due amounts, including collections agency fees, attorneys' fees and court costs.

6.2. **Expenses.** Customer shall reimburse Prometheus for reasonable out-of-pocket and direct expenses incurred in the performance of this Agreement, including but not limited to travel, lodging, meals and shipping.

6.3. **Taxes.** Customer shall be responsible for any and all applicable taxes, however designated, whether in force now or enacted in the future, incurred as a result of or otherwise in connection with this Agreement, including but not limited to state and local privilege, excise, sales, and use taxes and any taxes or amounts in lieu thereof paid or payable by Prometheus, but excluding taxes based upon the net income of Prometheus.

## 7. Confidentiality

7.1. **Confidential Information.** "**Confidential Information**" means any information or data (including without limitation any formula, pattern, compilation, program, device, method, technique, process, or information that is identified by either party in writing as confidential or is of such a nature that a reasonable person would understand such data and/or information to be confidential) that is disclosed by one party (a disclosing party) to the other party (a receiving party) in connection with this Agreement or under a prior non-disclosure agreement between the parties, so long as such information is subject to reasonable efforts by the disclosing party to preserve its confidentiality. Confidential Information of Prometheus includes, but is not limited to, the terms of this Agreement (but not its existence); the Software, as well as the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, and screen displays associated with the Software; know-how, and Prometheus' pricing, sales and

training materials and procedures. Confidential Information does not include information that: (a) is or becomes publicly known by acts other than those of the receiving party; (b) is rightfully received by a receiving party from a third party who does not have a duty of confidentiality; or (c) was previously known by or in the rightful possession of the receiving party prior to disclosure by the disclosing party, as shown by the receiving party's written records.

### 7.2. Requirements.

A receiving party

7.2.1. shall use reasonable care, at least equivalent to the care used for its own similar Confidential Information;

7.2.2. shall not, directly or indirectly, use, disclose, copy, transfer or allow access to the Confidential Information

a. for the account of any third party or

b. for its own account, except as specifically authorized in Section 7.3.

7.3. **Permitted Disclosure.** A receiving party may disclose Confidential Information of the disclosing party as required by law or court order. In such event, the receiving party shall use its best efforts to inform the disclosing party prior to any such required disclosure and give the disclosing party sufficient advance notice to allow the disclosing party to seek a secrecy order or other protective order as may be available to protect the confidentiality of the Confidential Information. A receiving party may disclose Confidential Information to its employees and independent contractors who have a legitimate need to know such Confidential Information in connection with Customer's permitted use of the Software, or Prometheus' support of the Software, provision of Services, or enforcement of this Agreement.

7.4. **Ownership.** The disclosing party retains all right, title and interest in all Confidential Information it discloses under this Agreement and all improvements and modifications thereto.

7.5. **Injunctive Relief.** Each party acknowledges and agrees that any violation of this Section 7 or the intellectual property rights of Prometheus may cause irreparable injury for which there would be no adequate remedy at law. The injured party shall be entitled to seek preliminary and other injunctive relief, with bond waived, against the other party for any such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, all other remedies or rights available at law or in equity and such party may pursue any and all legal and contractual remedies available to it.

7.6. **Return of Confidential Information.** Upon the termination or expiration of this Agreement, the receiving party will return to the disclosing party all the Confidential Information delivered or disclosed to the receiving party, together with all copies at any time made by the receiving party. Each party's obligations under this Article 7 survive termination or expiration of this Agreement

## 8. Term and Termination

8.1. **Term.** This Agreement is effective as of the date in the introductory paragraph and shall remain in effect unless and until terminated in accordance with the provisions set forth in Article 8 below or the termination or non-renewal of the Subscription Term ("**Term**"). If no schedules are in effect, either party may terminate this Agreement upon thirty (30) days prior written notice.

8.2. **Termination for Breach.** Either party may terminate this Agreement for breach of a material term or condition of this Agreement, by giving thirty (30) days written notice to the other party identifying specifically the breach, if the breaching party has not cured such breach within the thirty (30) day period. Or, if the breach

involves Customer's payment obligations, Prometheus may terminate this Agreement if Customer has not cured the default within five (5) days after written notice.

**8.3. Termination for Insolvency.** Either party may immediately terminate the Agreement upon the occurrence of any of the following with the other party: (a) insolvency, (b) dissolution or liquidation as a result of which such party ceases to do business or (c) bankruptcy, reorganization or failure to discharge an involuntary bankruptcy petition within sixty (60) days.

**8.4. Effect of Termination.** Upon termination of this Agreement, the Subscription Term, including, without limitation, the right to use the Software and to receive any and all Maintenance and other Services set forth in a schedule will terminate. Customer shall promptly return to Prometheus any Software and any Confidential Information of Prometheus in Customer's possession. Customer shall immediately pay in full all Subscription Fees and other Fees due to Prometheus under the schedules for the remaining portions of the then-current Subscription Term. The respective rights and obligations of Prometheus and Customer, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, any terms and conditions set forth on the schedules, Prometheus' rights of ownership of the Software (Section 2), confidentiality (Section 7), limitation of liability (Section 11), indemnification (Section 12) and miscellaneous provisions (Section 13) shall survive the termination or expiration of this Agreement.

**8.5. Dispute Resolution.** The parties agree to work together in good faith to resolve any dispute regarding this Agreement internally and by escalating it to higher levels of management prior to resorting to litigation.

## 9. Status

The parties are and intend to be independent contractors with respect to the Services and the Software. Prometheus agrees that neither it, nor its employees or contractors will be considered as having an employee status with Customer. No form of joint employer, joint venture, partnership, or similar relationship between the parties is intended or hereby created.

## 10. Warranty

**10.1. Customer – General.** Customer warrants that (i) it is duly organized and has full right and authority to enter into this Agreement and to perform its obligations hereunder, (ii) to its knowledge, Customer's use of Software and Services during the Term will not violate applicable laws or regulations or the rights of third parties, and (iii) all information provided to Prometheus is materially accurate.

**10.2. Prometheus – General.** Prometheus warrants that (i) it is duly organized and has full right and authority to enter into this Agreement and to perform its obligations hereunder, (ii) the Software and Services provided during the Term will not violate applicable laws or regulations, and (iii) the Software will substantially conform to the Documentation for a period of ninety (90) days after the Effective Date. Prometheus will attempt to repair all failures of the Software to substantially conform to the Documentation in accordance with the Maintenance terms of this Agreement. This is the exclusive remedy for breach of section 10.2(iii). This warranty is void if Customer is in default of this Agreement.

**10.3. Customer Data.** Customer is solely responsible for the accuracy and adequacy of the Materials furnished for processing with the Software. To the extent that Materials are being transmitted over the Internet, Customer acknowledges that Prometheus has no control over the functioning of the Internet and Prometheus makes no representations or warranties of any kind regarding the

performance of the Internet. The successful operation of the Software is dependent on Customer's use of proper procedures and systems and input of correct data.

**10.4. No Other Warranties.** PROMETHEUS DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTEDLY OR ERROR-FREE. EXCEPT FOR THE EXPRESS WARRANTY SET OUT IN SECTION 10.2 ABOVE, PROMETHEUS HEREBY DISCLAIMS, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

## 11. Liability

**11.1. Limitations.** Except as expressly provided herein (a) liability arising under this Agreement, whether under theory of contract, tort (including negligence), or otherwise, shall be limited to direct and reasonably foreseeable damages; and (b) neither party shall have any liability to the other party or to any third party, for any incidental, punitive, indirect, special or consequential damages, including but not limited to lost profits, loss of data, cost of recreating lost data, interruption of business, or costs of procurement of substitute goods or services, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. The aggregate liability of Prometheus and affiliates under this Agreement shall not exceed the total payments made by Customer to Prometheus under this Agreement with respect to the Software at issue during the one-year period immediately preceding the event which gave rise to the claims. Any action by either party must be brought within one (1) year after the event, act or omission for which a claim accrued.

**11.2. Customer Responsibility.** The Software and Services are not intended to replace the professional skills and judgments of Customer and its employees. Customer alone shall be responsible for the accuracy and adequacy of information and data furnished for processing and any use made by Customer of the output of the Software or any reliance thereon. Customer shall also be responsible for the continued operation and maintenance of the computer equipment and third-party software used with the Software, and shall comply with all operational, environmental and maintenance recommendations and requirements of the applicable licensors, vendors and manufacturers.

## 12. Indemnification

**12.1. Definitions.** For purposes of Section 12 of this Agreement, (a) "**Losses**" includes all costs, liabilities, losses and expenses (including but not limited to reasonable attorney's fees) and (b) "**Action**" includes any claim, suit, action, demand or proceeding brought by any third party against the indemnified party.

**12.2. Infringement Indemnity.** Prometheus will indemnify and defend Customer from and against any and all Losses resulting from or arising out of any Action brought against Customer alleging that the Software infringes a third party's intellectual property rights. This indemnification obligation does not apply to the extent the Action is based on a combination of Software with other software or a modification to the Software made or suggested by Customer if such Action would not have been made but for the combination or modification.

**12.3. Infringement Remedy.** If such an Action subject to indemnification under section 12.2 is made or, in Prometheus' opinion, is likely to be made, then in addition to its obligation under section 12.2, Prometheus, at its option, will (a) modify the Software, (b) obtain rights for the Customer to continue using the Software, or (c) terminate the Agreement for the Software product at issue. THIS

SECTION 12 STATES PROMETHEUS' ENTIRE OBLIGATION TO CUSTOMER WITH RESPECT TO INTELLECTUAL PROPERTY INFRINGEMENT RELATED TO THE SOFTWARE.

12.4. **General.** Customer will indemnify and defend Prometheus and Prometheus' affiliates from and against any and all Losses resulting or arising from any Action brought against Prometheus or its affiliates related to (a) the Customer's business, (b) Customer's breach of this Agreement or (c) Customer's use of or Prometheus' access to any Materials.

13. **Miscellaneous**

13.1. **Non-Assignment.** Customer shall not transfer or assign, whether by operation of law, merger (including reverse triangular), change of ownership, voluntary transfer or otherwise, this Agreement or any of the rights conferred or obligations imposed by this Agreement without Prometheus' prior written consent granted at its discretion. Any attempted assignment in violation of this provision shall be void and of no effect. This Agreement is for the sole and exclusive benefit of the Parties hereto, and except as expressly provided herein, nothing in this Agreement shall be construed to give rights to any non-party.

13.2. **Force Majeure.** Neither party will be liable for any failure or delay in the performance of its obligations, other than the payment obligations of Customer, due to causes beyond the reasonable control of the party affected, including but not limited to war, sabotage, insurrection, riot or other act of civil disobedience, strikes or other labor shortages, act of any government affecting the terms hereof, significant failure of the Internet or any power grid, accident, fire, explosion, flood, hurricane, severe weather, or other act of God. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

13.3. **Entire Agreement.** This Agreement, including all schedules, constitutes the entire understanding of the parties with respect to its subject matter, and supersedes all prior or contemporaneous written or oral agreements with respect to its subject matter. This Agreement controls over any different or additional terms of any purchase order or other non-Prometheus document.

13.4. **Amendment.** Except as provided expressly herein, this Agreement shall not be modified, amended, or in any way altered except by a writing executed by both of the parties specifying the provision in this Agreement that the parties intend to amend.

13.5. **Waiver.** No waiver of any provision of this Agreement, or of any rights or obligations of any party hereunder, will be effective unless in writing and signed by the party waiving compliance.

**PROMETHEUS GROUP ENTERPRISES, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

13.6. **Severability.** If any provisions of this Agreement are held to be invalid, illegal, or unenforceable under present or future laws, such provisions will be struck from the Agreement or amended, but only to the extent of their invalidity, illegality or unenforceability. If the provision is struck from the Agreement, then the remaining provisions of the Agreement remain in force, but only if the Agreement without the invalid, illegal or unenforceable provision remains a workable instrument consistent with the intent of the parties.

13.7. **Headings.** Headings used in this Agreement are for convenience of reference only and shall not be deemed a part of this Agreement.

13.8. **Governing Law.** This Agreement shall be interpreted, construed, governed by, subject to, and interpreted in accordance with the laws of the state of Delaware, United States of America, without giving effect to its conflict of law provisions. Prometheus and Customer consent and submit to the personal jurisdiction of the state and federal courts in Raleigh, North Carolina for any actions arising from this Agreement.

13.9. **Non-Solicitation.** During the term of this Agreement and for a period of one (1) year thereafter, Customer shall not hire, solicit, or attempt to hire or solicit, the services of any employee of Prometheus without the prior written consent of Prometheus. Violation of this provision will entitle Prometheus to obtain liquidated damages from the Customer equal to one hundred percent (100%) of the hired person's annual compensation, based upon the gross amount of the hired person's average weekly wages for the year prior to the date of hiring or solicitation.

13.10. **Notices.** All notices required or permitted hereunder shall be in writing, delivered personally or by certified or registered mail, or overnight delivery by an established national delivery service at their respective addresses. Notices to Prometheus shall be sent to the attention of the Chief Financial Officer at the address set forth on the first page of this Agreement (or to such other person or other address that Prometheus designates by notice that conforms to this section). Notices to Customer shall be sent to the attention of [ ] at the address set forth on the first page of this Agreement (or to such other person or other address that Customer designates by notice that conforms to this section). All notices shall be deemed effective upon personal delivery, on the next business day after deposit for pre-paid overnight delivery by an overnight courier service or three days after mailing if sent by certified or registered mail.

**CUSTOMER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE A TO MASTER SUBSCRIPTION LICENSE AGREEMENT**

**SCHEDULE NUMBER [##]**

- 1. Effective Date of this Schedule: mm/dd/yyyy
- 2. Customer:
- 3. Date of Master Subscription License Agreement: mm/dd/yyyy
- 4. Software Licensed:
  - a.
- 5. Number of Licensed Users:
  - a.
- 6. Initial Subscription Term: Five (5) Years
- 7. Annual Subscription Fee:
- 8. Services:
  - a.
- 9. Service Fee\*:

\*Customer acknowledges that execution of this Schedule constitutes acceptance of the SOW related to the Services outlined herein.

- 10. Additional Conditions, if any:
  - a.

The terms and conditions of the Master Subscription License Agreement between Prometheus Group Enterprises, LLC and Customer are incorporated herein by this reference. Customer agrees to be bound by all terms, covenants and conditions therein applicable to Customer.

**PROMETHEUS GROUP ENTERPRISES, LLC**

**CUSTOMER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE B – SUPPORT SERVICES

### 1. Definitions

**Minor Issues.** Minor Issues are defined as questions and anomalies that do not prevent successful routine use of the software but are minimally disruptive. Typical Minor Issues would include colors on the planning board need to be changed, text over order header bars be removed, etc. In addition, questions on the general functionality of SAP and/or Prometheus would be grouped as Minor Issues.

**Major Issues.** Major Issues are defined as anomalies that do not impact successful routine use of the software but are disruptive. In this case, the software can be used to create schedules but a “work around” needs to be employed to avoid causing problems in the software.

**Critical Issues.** Critical Issues are defined as anomalies that prevent the successful routine use of the software. Critical Issues prevent users from using the functionality of the software. Furthermore, Critical Issues have no “work around” to the situation.

Prometheus shall determine the classification of any incident based upon the above and the impact the issue is having on normal business operations. Re-classification of an incident may only be carried out by mutual consent of both parties.

### 2. The Services

E-mail	<a href="mailto:support@prometheusgroup.com">support@prometheusgroup.com</a>
Technical Support – Americas	+1 800 377 1974
Technical Support – Europe, Africa, Middle East	+44 808 168 6103
Technical Support – Asia-Pacific	+61 130 069 0401

### INITIAL RESPONSE TIMES

Fault Type	Initial Response Time
Level 1 – Critical	Immediate but no longer than 2 hours
Level 2 – Major	Within a 4-hour timeframe during normal business hours as noted below
Level 3 – Minor	Within an 8-hour timeframe during normal business hours as noted below

**Level 1 – Critical Issues.** Critical Issues will be handled at all times. Notification of Critical Issues should be initiated by an email to [support@prometheusgroup.com](mailto:support@prometheusgroup.com) followed by a telephone call. Once received, Prometheus Group will immediately contact the customer representative and initiate an internet meeting. During the internet meeting, the issue will be reproduced and documented. Work to address the issue will begin immediately. A Prometheus Group customer success representative will be assigned the case to provide a consistent point of contact for the customer. Updates will be given to the customer by telephone and/or e-mail with a frequency defined with the customer representative.

The target resolution of Critical Issues shall be twenty-four (24) working hours from the time the call is placed. At that time, a technician will contact the customer to implement the solution directly via an internet meeting.

**Level 2 – Major Issues.** Major Issues will be handled during normal business hours – Monday to Friday (excluding public holidays), 0800 to 1700 EST/GMT/AEST, as appropriate for customer location. Notification of Major Issues should be initiated by an email to [support@prometheusgroup.com](mailto:support@prometheusgroup.com) followed by a telephone call. Once received, Prometheus Group will create a case ticket describing the issue, e-mail the customer that the issue has been logged, and keep the customer notified as to its progress. Updates will be given to the customer by telephone and/or e-mail with a frequency defined with the customer representative.

The target resolution of Major Issues shall be two (2) weeks from the time of acknowledgement. At that time, a technician will contact the customer to implement the solution directly via an internet meeting. Alternatively, the solution will be made as part of the next immediate upgrade.

**Level 3 – Minor Issues.** Minor Issues will be handled during normal business hours – Monday to Friday (excluding public holidays), 0800 to 1700 EST/GMT/AEST, as appropriate for customer location. Notification of Minor Issues should be initiated by an email to [support@prometheusgroup.com](mailto:support@prometheusgroup.com). Once received, Prometheus Group will create a case ticket describing the issue, e-mail the customer that the issue has been logged, and keep the customer notified as to its progress.

Resolution of Minor Issues shall be provided in the next release of the product, to the extent deemed appropriate.

NOTE: Corrections will be supplied as transports for the customer's DEV client. The customer will be responsible for testing and transporting through its landscape to its Production environment.

**Exclusions.** Support services apply only to software made available through a general release; custom releases, versions, and functionalities developed by Prometheus specifically for a particular customer are excluded from the support services described in this exhibit unless contracted for separately.

**Upgrade/Release Notification.** Upgrades and new releases are included as part of the maintenance agreement. Notification of upgrades and new releases will be made by announcement on our website ([customerportal.prometheusgroup.com](http://customerportal.prometheusgroup.com)). In addition, a customer representative will be notified by e-mail and phone at the time of the official release of the software upgrade/release. There is no obligation to take an upgrade.