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MASTER SUBSCRIPTION AGREEMENT

THIS AGREEMENT GOVERNS CLIENT'S ACQUISITION AND USE OF OUR SERVICES. IF CLIENT REGISTERS FOR A FREE TRIAL OF OUR SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL.

This Agreement is effective between Client and Business Training Library, LLC ("**BizLibrary**") as of the last date set forth on the signature page ("**Effective Date**").

1. **Definitions**. As used in this Agreement, the following terms shall have the meanings given those terms as hereinafter set forth:

   1.1. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

   1.2. "**Agreement**" means this Master Subscription Agreement.

   1.3. "**Services**" means the product(s) listed on an Order Form (defined below) and attached hereto and any other products or services of BizLibrary accessed or used by Client or any User from time to time, including, without limitation, all corrections, updates, modifications, releases, versions, reductions, and enhancements to the same. BizLibrary reserves the right to reduce and/or retire certain Services from time to time as may be required, in BizLibrary's sole discretion, to maintain the standard of quality of the Services.

   1.4. "**Client**" means the company or other legal entity executing or otherwise accepting this Agreement, and all Affiliates thereof.

   1.5. "**Client Content**" means all text, images, data and other electronic content or information submitted by Client to the Services.

   1.6. "**Commencement Date**" means the date on which the Services specified in an Order Form is first made available to Client.

   1.7. "**Documentation**" means BizLibrary's then current guides and manuals published by BizLibrary and made generally available by BizLibrary for the Services.

   1.8. "**Effective Date**" shall have the meaning ascribed to that term written above.

   1.9. "**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.

   1.10. "**Order Form**" means the ordering documents for Client's purchases from BizLibrary that are executed by the parties from time to time. Order Forms shall be deemed incorporated herein.

   1.11. "**Subscription Term**" means the period of time that Client may use and access the Services beginning on the Commencement Date and as set forth in the applicable Order Form. The Services may automatically deactivate and become non-operational at the end of the Subscription Term, and Client shall not be entitled to access the Services unless the Subscription Term is renewed.

   1.12. "**Users**" means individuals who are authorized by Client to use the Services, for whom subscriptions to the Services have been purchased, who have been supplied user identifications and passwords by Client (or by BizLibrary at Client's request), or who otherwise access and use the Services through or as a result of Client's use of the Services.

   1.13. "**Terms of Use**" means the BizLibrary.com Terms of Use applicable to BizLibrary's products and services posted on www.bizlibrary.com, as the same may be amended, modified, or restated from time to time. The Terms of Use are incorporated herein by this reference.

   1.14. "**Limited Content Pack**" means a limited subscription plan that, if selected on the applicable Order Form, grants Client access to a limited number of Active Titles selected by Client pursuant to the terms of Section 2.4 below.

   1.15. "**BizLibrary 50**" means a Limited Content Pack permitting Client access to 50 Active Titles.

1.16. "**BizLibrary 200**" means a Limited Content Pack permitting Client access to 200 Active Titles.

1.17. "**Active Title**" means, with respect to a Limited Content Pack, a unique lesson or course offered by BizLibrary available for viewing by Users.

1.18. "**Swap**" means, with respect to a Limited Content Pack, a Client's ability to exchange one Active Title for another Active Title, pursuant to the terms of Section 2.4 below.

2. **Grant of License.**

2.1. **Grant**. Subject to the terms and conditions of this Agreement, and subject to Client's and each User's compliance with the Terms of Use, BizLibrary hereby grants to Client a non-exclusive and nontransferable license to, during any Subscription Term, (a) access and use the Services via the internet, and (b) use the Documentation provided by BizLibrary in connection with Client's use of the Services. Client agrees that its purchase of User subscription(s) for the Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by BizLibrary with respect to future functionality or features.

2.2. **Additional Restrictions**. The license granted in Section 2.1 above is conditioned upon Client's and each User's strict compliance with the Terms of Use and the terms and conditions of this Agreement including, without limitation, the following terms and conditions: (a) Client may use the Services for Client's own internal business purposes only as contemplated by this Agreement and not for outsourcing; (b) Client shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, or (ii) license, sublicense, sell, resell, rent, lease, transfer, distribute, use the Services for commercial timesharing, or otherwise commercially exploit the Services; (c) Client shall not create derivative works based on the Services or cause or permit others to do so; (d) Client shall not modify, reverse engineer, translate, disassemble, or decompile the Services, or cause or permit others to do so; (e) Client shall not copy, frame or mirror any content forming part of the Services, other than on Client's own intranets or otherwise for its own internal business purposes; (f) Client shall not access the Services in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Services; and (g) Client shall not remove any title, trademark, copyright and/or restricted rights notices or labels from the Services or Documentation.

2.3. **Reserved Rights**. BizLibrary hereby reserves all rights in and to the Services not expressly granted in this Agreement. Nothing in this Agreement shall limit in any way BizLibrary's right to develop, use, license, create derivative works of, or otherwise exploit the Services or to permit third parties to do so.

2.4. **Limited Content Packs**. Notwithstanding anything contained herein to the contrary, if Client has selected a Limited Content Pack on the applicable Order Form, then Client's and User's access to the Services shall be limited to the number of Active Titles specified thereon. During implementation or any time convenient for the Client, Client shall identify the Active Titles to be included in the applicable Limited Content Pack. Any delay in Client selecting the Active Titles shall not alter or delay the Commencement Date. During each twelve month period from and after the Commencement Date, Clients shall have the right to Swap a limited number of Active Titles as follows: (i) Clients with a subscription to BizLibrary 50 shall have the right to Swap up to 10 Active Titles per twelve month period, and (ii) Clients with a subscription to BizLibrary 200 shall have the right to Swap up to 40 Active Titles per twelve month period. In order to Swap and Active Title, Client shall provide written notice including the Active Title to be added and the Active Title to be replaced to Client's success manager identified by BizLibrary from time to time. Active Titles which have been replaced by a Swap shall no longer be available for launch and viewing by Users. In the event that any Active Titles selected by Client are retired pursuant to Section 1.3 hereof, Client shall be permitted to swap Active Titles with the suggested replacements as provided by BizLibrary without reducing the annual Swap limitations.

3. **Use of Services.**

3.1. **BizLibrary Responsibilities.** BizLibrary will endeavor to (i) routinely backup all Client Content; (ii) use reasonable security measures to maintain Client's Users' login information (e.g., User IDs and passwords) for the Services in confidence; and (iii) not use Client Content for any purpose other than to provide support services. BizLibrary may access Client's and any User's account and Client Content as necessary to identify or resolve technical problems or respond to complaints about the Services, or as otherwise deemed necessary or desirable by BizLibrary in connection with the operation of the Services. BizLibrary will use commercially reasonable efforts to maintain the confidentiality of Client Content.

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3.2. **Client Responsibilities.** Client shall (a) be responsible for Users' compliance with this Agreement and the Terms of Use, (b) be solely responsible for the Client Content, and (c) use the Services only in accordance with applicable laws and government regulations and in compliance with the Terms of Use. Client shall not and shall not permit any User to (i) upload or otherwise transmit through the Services any material which violates or infringes in any way upon the rights of others, which is unlawful, which encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violates any law, (ii) use the Services to store or transmit Malicious Code, (iii) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (iv) attempt to gain unauthorized access to the Services or their related systems or networks. Any conduct by Client or any User that in BizLibrary's discretion restricts or inhibits any other BizLibrary client from using or enjoying the Services is expressly prohibited. Client will prevent unauthorized access to, or use of, the Services, and notify BizLibrary promptly of any such unauthorized access or use. Client shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Services and all charges related thereto. Client shall at all times ensure that (i) Users are limited to employees, consultants, contractors, and agents of Client; and (ii) User subscriptions are assigned to designated Users and cannot be shared or used by more than one User (provided that subscriptions may be reassigned to new Users replacing former Users who are no longer employees, consultants, contractors or agents of Client).

4. **Fees.**

   Payment. In consideration of BizLibrary making the Services available for Client's and each User's use, Client agrees to pay BizLibrary a fee in US Dollars in accordance with the amounts and dates specified on the applicable Order Form. Except as otherwise provided: (i) the subscription fees set forth in each Order Form hereunder shall be fixed during the Subscription Term of such Order Form, including for purchases of additional Users; and (ii) the Subscription Term and services fees set forth in each Order Form hereunder will be invoiced upon execution of such Order Form. Except as otherwise specified herein, fees are based on services purchased and not actual usage, payment obligations are non-cancelable, payment terms are quoted from the date of invoice and fees paid are non-refundable. Payment for services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the Client received the goods under the agreement; (2) the date the performance of the services under the agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Notwithstanding the foregoing, access to the Services shall be suspended if payment is not received by the 31st day after Client's receipt of invoice. Interest charges for any overdue payments shall be paid by the Client in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the primate rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

4.1. **Audit**. BizLibrary reserves the right, from time to time, to perform an audit of Client's account to determine the number of subscriptions Client has issued or otherwise made available to its Users. In the event that the number of Users as determined by such audit exceeds the number of authorized Users as set forth in the applicable Order Form, Client's fee payable hereunder shall automatically be increased to reflect the actual number of Users, and such new User count shall be used as the basis of Client's subscription fees thereafter. Likewise, BizLibrary agrees that the Client or its duly authorized representatives shall, at its sole cost and expense, until the expiration of three (3) years after the expiration of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of BizLibrary which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Client shall give BizLibrary reasonable advance notice of intended audits.

4.2. **Taxes**. If BizLibrary has the legal obligation to pay or collect taxes for which Client is responsible, including but not limited to, sales, use, transfer, privilege, excise, and all other taxes and duties that are levied or imposed by reason of performance of BizLibrary under this Agreement, the appropriate amount shall be invoiced to and paid by Client promptly, but in any event within 30 days from the date of the invoice, unless Client provides BizLibrary with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. **Intellectual Property Rights**.

5.1. **Generally**. All right, title, and interest in and to the Services and Documentation, including, without limitation, all modifications, enhancements, and intellectual property rights thereto shall belong solely to BizLibrary and/or its applicable suppliers.

5.2. **Ownership of Client Content.** As between BizLibrary and Client, Client exclusively owns all right, title, and interest in and to the Client Content. In the event of termination or expiration of this Agreement or any applicable Order Form, BizLibrary

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agrees to promptly destroy or permanently erase (on all forms of recordation) the Client Content, and BizLibrary will have no other further obligation to maintain or provide access to Client Content. Notwithstanding the foregoing, BizLibrary may retain copies of the Client Content to the extent required to comply with applicable legal and regulatory requirements, or copies thereof resulting from BizLibrary's data backup and archiving systems.

5.3. Suggestions. BizLibrary shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Client or any User relating to the Services without compensation.

6. **Confidentiality.**

6.1 **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, the Client Content, the Services, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Client Content) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

6.2 **Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

6.3 **Protection.** Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

6.4 **Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, including but not limited to the Texas Public Information Act, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. Notwithstanding any other provision, BizLibrary may disclose Client Content if BizLibrary determines that such action is reasonably necessary: (a) to comply with the law, regulatory requirements, or legal or regulatory process; (b) to enforce this Agreement; or (c) to respond to claims that Client is using the Services to perform or support activities that violate the law or the rights of third parties.

6.5 **Remedies**. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

6.6 **Public Information**. BizLibrary understands that Client will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting agreement may be subject to public disclosure pursuant to the Texas Public Information Act.

7. **Representations and Warranties.**

7.1. **Mutual Warranties.** Each party represents and warrants that (a) it has the legal power to enter into this Agreement, and (b) the execution, delivery, performance of this Agreement have been duly authorized by the requisite action on the part of each party.

7.2. **Client's Warranties**. Client represents and warrants that (a) it will not transmit to BizLibrary any Malicious Code, (b) it will comply and cause all Users to comply with any and all laws and regulations applicable to the use of the Services, and (c) it is financially solvent, able to pay its debts as they mature and able to complete its obligations hereunder.

7.3. **BizLibrary Warranty**. BizLibrary warrants during the Subscription Term that the Services will be free of material defects and will function in substantial conformance to its Documentation, subject to BizLibrary's right to modify the Services pursuant to Section 1.3 hereof. BizLibrary does not make any representations or warranties that the functions performed by the Services will meet Client's requirements, that the operation of the Services will be uninterrupted or error free, or that all defects in the

Services will be corrected. To the extent permitted by applicable law, THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND BIZLIBRARY DISCLAIMS ANY AND ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT BIZLIBRARY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE). TO THE EXTENT PERMITTED BY APPLICABLE LAW, BIZLIBRARY FURTHER DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND/OR REPRESENTATIONS OF TITLE AND NON-INFRINGEMENT. No action for breach of the limited warranty set forth in this Section 7.3 may be commenced following the expiration or earlier termination of the Subscription Term.

8. **Damages and Limitation of Liability**.

   8.1. **Consequential Damages**. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS OR FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE SERVICES, EVEN IF EITHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

   8.2. **Limitation of Liability**. IN ALL EVENTS, BIZLIBRARY'S AGGREGATE LIABILITY TO CLIENT FOR CLAIMS RELATING TO THIS AGREEMENT OR THE SERVICES, WHETHER FOR BREACH OF CONTRACT OR IN TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE MAXIMUM OF A) THE AMOUNT ACTUALLY PAID BY CLIENT TO BIZLIBRARY HEREUNDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY BEFORE THE CLAIM WHICH GAVE RISE TO THE LIABILITY AROSE OR B) THE ANNUALIZED SUBSCRIPTION VALUE AT THE TIME OF SUCH CLAIM.

9. **Mutual Indemnification**.

   9.1 **Indemnification by BizLibrary.** Intentionally omitted.

   9.2 **Indemnification by Client.** Intentionally omitted.

10. **Monitoring**. BizLibrary shall have the right, but not the obligation, to monitor the content of the Services to determine compliance with this Agreement and any operating rules established by BizLibrary and to satisfy any law, regulation, or authorized government request. Without limiting the foregoing, BizLibrary shall have the right to remove any material submitted to the Services that BizLibrary, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

11. **Term and Termination**.

   11.1. **Term of Agreement**. The term of this Agreement commences on the Effective Date and continues until all Subscription Terms expire or are otherwise terminated.

   11.2. **Subscription Term and Renewal.** Client may use and access the Services during the Subscription Term in compliance with this Agreement and the Terms of Use. Subscription Terms shallonly renew upon the mutual agreement of the parties. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at BizLibrary's applicable list price in effect at the time of the applicable renewal. User counts during any subsequent Subscription Term will be subject to the provisions of Section 4.2 hereof.

   11.3. **Termination**. In the event that BizLibrary commits a material breach of this Agreement that (if it is capable of being cured) is not cured within thirty (30) days from written notice to BizLibrary, Client may terminate this Agreement upon thirty (30) days' prior written notice. Without limiting any other remedies available to it, BizLibrary may immediately suspend access to the Services and/or terminate this Agreement if: (a) Client or any User commits a material breach of this Agreement or the Terms of Use; or (b) BizLibrary determines that Client's actions are likely to cause legal liability for BizLibrary or its suppliers or other clients.

   11.4. **Effects of Termination.** Upon any expiration or termination of this Agreement, and upon expiration of the Subscription Term if Client does not renew in accordance with Section 11.2, the rights and licenses granted hereunder by BizLibrary to Client and each User will automatically terminate, and neither Client nor any User may continue to use the Services. BizLibrary will

have no liability for any costs, losses, damages, or liabilities arising out of or related to any termination of this Agreement. If the Agreement is terminated based on BizLibrary's uncured material breach, BizLibrary shall refund to Client any prepaid fees covering the remainder of the then-current Subscription Term after the effective date of such termination. If the Agreement is terminated based on Client's uncured material breach, Client shall pay any unpaid fees covering the remainder of then-current Subscription Term after the effective date of such termination. In no event shall any termination relieve Client of the obligation to pay any fees payable to BizLibrary for the period prior to the effective date of termination. Client agrees that if Client terminates this Agreement, BizLibrary is not obligated to refund any portion of subscription fees already paid to BizLibrary other than the prepaid fees as required above. Upon the termination of this Agreement for any reason, Client shall, at Client's sole cost and expense, immediately cease using and cause the Users to cease using the Services. Upon request by Client made within thirty (30) days after the effective date of termination or expiration of this Agreement, BizLibrary will make Client Content available to Client for export or download as provided in the Documentation. After such thirty (30) day period, BizLibrary will have no obligation to maintain or provide any Client Content. Termination of this Agreement shall not limit BizLibrary from pursuing any other remedies available to it, including injunctive relief.

12. **Miscellaneous**.

12.1. **General.** This Agreement is intended for the sole and exclusive benefit of the parties and is not intended to benefit any third party. Only the parties to this Agreement may enforce it. The parties are independent contractors, and no branch or agency, partnership, association, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement. Headings in this Agreement are for the convenience of the parties only. Accordingly, they shall not constitute a part of this Agreement when interpreting or enforcing this Agreement.

12.2. **Severability**. If any portion hereof is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

12.3. **Assignment**. Client may not assign this Agreement, in whole or in part, without BizLibrary's prior written consent, except that Client may assign this Agreement without BizLibrary's consent in connection with a merger or acquisition, provided that the assignee assumes all of the obligations of Client hereunder and is not a BizLibrary competitor and provided further that Client provides BizLibrary with reasonable prior written notice of such merger or acquisition. No assignment by Client shall relieve Client of its liabilities and obligations hereunder. Any attempt to assign this Agreement other than as permitted above will be null and void. BizLibrary may assign any of its, rights, obligations or this Agreement without Client's consent, provided that BizLibrary will provide Client with notice if it assigns this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.4. **Entire Agreement; Breach and Waiver; Amendment.** This Agreement and the Terms of Use, including all exhibits and addenda hereto and Order Forms constitute the complete and exclusive understanding and agreement between the parties regarding their subject matter and supersede all prior or contemporaneous agreements or understandings, written or oral, relating to their subject matter. Any waiver, modification, or amendment of any provision of this Agreement will be effective against the parties only if in writing and signed by duly authorized representatives of the parties . To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or in any other Client order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms shall be null and void. No waiver of any breach of this Agreement shall constitute a waiver of a subsequent breach, whether or not of the same nature. All waivers shall be strictly construed. No delay in enforcing any right or remedy as a result of a breach of this Agreement shall constitute a waiver thereof. Accordingly, no course of conduct shall constitute an amendment or modification of this Agreement.

12.5. **Force Majeure.** Subject to the further provisions of this Section, any delays or failures by either party hereto in the performance of the obligations hereunder shall be excused if and to the extent such delays or failures are caused by occurrences beyond such party's reasonable control, including, without limitation, acts of God, strikes or other labor disturbances, war, whether declared or not, sabotage, and/or any other cause or causes, whether similar or dissimilar to those herein specified, which cannot reasonably be controlled by such party. The period of excused performance pursuant to the foregoing shall be (and only shall be) the actual period during which such an occurrence continues. Accordingly, neither party hereto shall have the right to terminate this Agreement for cause on account of a failure of the other party timely to perform its obligations hereunder during the period of such excused performance pursuant to the foregoing. Notwithstanding the foregoing, in no event shall this Section 12.5 excuse or permit the delay of any payment of money or other monetary obligation of either party hereunder.

12.6. **Federal Government End Use Provisions.** BizLibrary provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). In the event that a government agency may need rights not conveyed under these terms, it must negotiate with BizLibrary to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

12.7. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as if performed wholly within the state and without giving effect to the principles of conflict of law. Any legal actions or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the State of Texas and the parties hereby consent to personal jurisdiction and venue therein.

12.8. **Client Reference and Case Study.** Either party may include the other's name and logo in client or vendor lists including those client or vendor lists used in press releases. Client also agrees to consider the following upon reasonable request: (i) serving as a reference or hosting onsite reference visits; (ii) collaborating on press releases announcing or promoting the relationship upon completion of the initial phase of the project with the help of the BizLibrary marketing team; and (iii) collaborating on case studies or other marketing collateral as Client realizes a return on investment following successful deployment with specific metrics around time and cost savings along with business impact in a white paper.

12.9. **Survival**. The parties' rights and obligations under Sections 4, 5, 6, 7.1, 7.2, 8, 9, 11 and 12 shall survive the termination of this Agreement for any reason.

12.10. **Notices**. All notices required or contemplated by this Agreement shall be in writing. Notices from Client to BizLibrary shall be delivered or mailed to **BizLibrary, 14500 S Outer Forty Suite 500, Chesterfield, MO 63017,** or emailed to **accounting@bizlibrary.com** and notices from BizLibrary to Client shall be delivered or mailed to Client at the address given in a signed Order Form. Any notice to be given or served hereunder by either party shall be deemed given and received hereunder when delivered personally, emailed, sent by nationally recognized overnight delivery service, or three (3) days after being mailed certified mail, postage prepaid, to Client or BizLibrary in accordance with this Section.

12.11. **No Waiver of Sovereign Immunity**. Nothing in this Agreement shall be deemed to constitute a waiver of sovereign immunity or powers of the Client, the Williamson County Commissioners Court, or the Williamson County Judge.

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EXHIBIT A

SERVICE LEVEL AGREEMENT

1. **Uptime Commitment.** BizLibrary will use commercially reasonable efforts to ensure that the Services will be available at least 99% of the time, as measured by calendar month, subject to the exclusions set forth below and also excluding scheduled downtime and any time necessary to implement any updates, upgrades or other modifications to the Services ("Uptime Commitment"). BizLibrary will use commercially reasonable efforts to minimize the effect of such maintenance on the Services.

2. **Exclusions.** The Uptime Commitment shall not apply in the event of any causes beyond the control of BizLibrary or its hosting provider, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion, denial of service attacks, failure of the Internet generally, any actions or inactions of Client or any third party, or other failures.

3. **Service Credits.**

   3.1 If BizLibrary fails to meet the required Uptime Commitment in a particular calendar month, Client shall be entitled (as its sole and exclusive remedy) to a credit as set forth below (each an "Uptime Credit"). Any Uptime Credit issued for a particular calendar month will be calculated as a percentage of the actual subscription fees for such month and will be determined as follows:

Actual Uptime Percentage	Uptime Credit %
≥99%	0% of monthly subscription fee
95-99%	5% of monthly subscription fee
90-95%	10% of monthly subscription fee
<90%	20% of monthly subscription fee

   3.2 BizLibrary will provide Client with information to permit Client to determine whether the Uptime Commitment has been achieved, and Client agrees that only measurements provided by BizLibrary shall be used for calculation. Any applicable Uptime Credit will be issued as a credit against future subscription fees or, if no additional subscription fees are payable when the Agreement terminates, will be provided to Client in the form of a refund paid within thirty (30) days after the effective date of termination. All requests for credits must be received within seven (7) days after the end of the calendar month during which such credit accrued.

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BY ACCEPTING THIS AGREEMENT, CLIENT AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES.

BIZLIBRARY   **CLIENT** (name and address):

DocuSigned by:

By: _____ D8E7F214D766411... _____

Printed Name: Chris Elliott

Title: CRO

Date: 9/21/2023 | 10:19 AM CDT

By: _____

Printed Name: _____

Title: _____

Date _____