

DCAA Software Subscription License

Standard Terms and Conditions

These Terms and Conditions, dated as of today including all referenced appendices (the "**Standard Terms**") and, together with any Order Schedules entered into between the Parties (collectively, the "**Agreement**"), are between Murano Corporation, a North Carolina corporation ("**Murano**") and your organization ("**Company**") (each a "**Party**" and, collectively, the "**Parties**"). Defined terms not defined herein shall have the meanings ascribed to them in the Order Schedule.

WHEREAS, Murano has developed a supply chain management solution that includes Software-as-a-Service software commonly known as **DCAA Software** and which may be updated by Murano from time to time (collectively, "**DCAA SOFTWARE**");

WHEREAS, Murano provides certain materials and services ("**Services**") related to DCAA Software; and

WHEREAS, Company wishes to access and use DCAA Software and receive certain Services, which are identified on the applicable signed order form/Company purchase order ("**Order Schedule**") referencing this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and subject to the terms and conditions contained in this Agreement, Murano and Company hereby agree as follows:

1 SUBSCRIPTION LICENSE AND USE.

1.1 Subject to the terms and conditions of this Agreement, Murano hereby grants Company a limited, worldwide, non-exclusive and non-transferable right and subscription license during the Term, without right of sublicense, to provide Company's employees, agents and subcontractors (collectively, "**Employees**") with access to **SCM**, a Software-as-a-Service platform solely in and for Company's own internal purposes and business operations (the "**Approved Purpose**"). Murano shall host and retain physical control over **DCAA Software** and make **DCAA Software** available only through the Internet for access, use and operation by Company through a web-browser. Murano shall have no obligation to deliver or otherwise make available to Company any copies of computer programs or code, whether in object code or source code form.

1.2 Company shall ensure that any person accessing **DCAA Software** and its accompanying **Services** be bound by a confidentiality and non-disclosure agreement with obligations that are no less stringent than those in this Agreement and any accompanying documentation.

Company shall be responsible for all access to and usage of DCAA Software.

1.3 Company shall not permit, either directly or indirectly, any person or third party (including affiliates of Company) other than the Company's Employees to access, view or use DCAA Software or its associated documentation. Company shall not:

1.3.1 transfer, distribute, sell, lease, license or otherwise make DCAA Software or its associated documentation available to a third party;

1.3.2 reproduce, copy, translate, modify, adapt, decompile, disassemble, create Derivative Works, as defined below, or reverse engineer the object code version of or otherwise attempt to secure the source code of all or any part of DCAA Software in order to build a similar or competitive product or service, except strictly as and to the extent expressly authorized by applicable law. "**Derivative Work**" means any derivative work of, translation, modification, adaptation, enhancement, upgrade, addition, development or improvement to an underlying intellectual property asset; or

1.3.3 obfuscate, remove or alter any of the logos, trademarks, Internet links, patent or copyright notices, confidentiality or proprietary legends or other notices or markings that are on or in DCAA Software.

Subject to the express Subscription License granted in Section 1.1, all other rights, title and interest in and to DCAA Software and its associated Services shall be held by and reserved to Murano or its licensors.

2 OWNERSHIP.

"**IPR**" Means all rights including future rights in inventions patents, designs, copyrights, trademarks, service marks, databases and typography rights (whether or not any of those is registered and including applications for registrations of the foregoing) together with all trade secrets, know-how and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of those which may subsist anywhere in the world without limiting the foregoing. With respect to Murano, IPR shall include all IPR in and related to DCAA Software, the Services and Murano Proprietary IP (collectively, "**Murano**").

Assets”). Company shall not take any action that jeopardizes or could jeopardize Murano Assets. Unless otherwise set forth in the specific Order Schedule, Murano shall own all rights in any copy or Derivative Works of Murano Assets whether made by Murano, Company or any third party. Without prejudice to any other right or remedy of Murano, Company hereby irrevocably assigns, transfers and conveys to Murano without further consideration all of its right, title and interest (if any) in and to all copies, modifications or Derivative Works of Murano Assets made by or for Company. Upon Murano’s request, Company shall execute and deliver to Murano all instruments and other documents, and shall take such other actions reasonably requested by Murano, so that Murano may protect and defend its rights in and to the same.

"Pre-existing IP" Means all IPR which are owned, invented, developed or obtained by either Party prior to or independent of this Agreement, which in the case of Murano shall include all Murano Assets.

- 2.1 All Pre-existing IP owned by each Party and enhancements thereto shall vest in that Party that owned the Pre-existing IP regardless of which Party creates such enhancements. If a Party other than the owner of the Pre-existing IP creates an enhancement to such Pre-existing IP, such Party shall promptly disclose such enhancement to the owner of the Pre-existing IP and take all actions necessary to vest rights in such enhancement with the applicable owner of the Pre-existing IP.
- 2.2 All feedback provided by Company and related to Murano Assets, including suggested improvements or modifications or enhancements to or Derivative Works of Murano Assets, is deemed to be Confidential Information of Murano. Murano may use such feedback for any purpose, including improvement and/or modification or creating Derivative Works of Murano Assets, and Murano owns all rights, title and interests in such improvements, modifications and Derivative Works.
- 2.3 Company shall retain and own all rights in or related to Company Data. **"Company Data"** means any and all Company information provided, inputted, or uploaded to **DCAA Software** by or on behalf of Company.

3 SERVICES.

- 3.1 Murano may provide billable **Services** to Company during the Term of this Agreement (**"Services"**) as outlined in one or more Order Schedules (each an **"Order Schedule"**). Services may be used for implementation of the Software or for purposes of Company’s piloting of the Software. Each Order Schedule shall be signed by both Parties and shall set forth (a) the specific Services to be performed by Murano, (b) the payment details for such

services, and (c) any other applicable details. Each Order Schedule shall further set forth, if applicable, the specific deliverables that Murano is obligated to furnish to Company hereunder (collectively, the **"Deliverables"**), and the acceptance criteria for each of the Deliverables. Murano is not required to provide any Services until a mutually agreed Order Schedule for such work is signed by both Parties.

Furthermore, Murano shall provide the DCAA Software Support Services Standard of Care and Service Level Agreement as detailed in Appendix 1. There will be no Order Schedule for the services detailed in Appendix 1; rather the inclusion of such services are implied and included in any and all Order Schedules to which this Agreement applies.

3.2 Ownership of Deliverables.

3.2.1 Murano shall retain ownership of all IPR in the Deliverables and other items that Murano provides in performance of its obligations, excluding any Confidential Information of Company or Company Data. To the extent Deliverables are provided to Customer by Murano, such Deliverables shall be subject to the same license terms as the Software with which they are being used.

3.2.2 Company acknowledges that as part of performing its obligations hereunder, Murano may utilize proprietary software, methodologies, tools, specifications, drawings, sketches, models, samples, records, documentation, works of authorship or creative works, ideas, knowledge, data or other materials which have been originated or developed by Murano or its affiliates or by third parties under contract to Murano or its affiliates to develop same, or which have been purchased by, or licensed to, Murano (collectively, **"Murano Proprietary IP"**) and that all Murano Proprietary IP and Murano’s administrative communications, records, files and working papers relating to performance of Murano’s obligations hereunder are and shall remain the sole and exclusive property of Murano, excluding any Confidential Information of Company or Company Data.

4 COMPANY DATA.

- 4.1 Company acknowledges and agrees that Murano shall have no obligation to monitor Company Data and that Murano shall have no liability (including damages caused by viruses and other malicious code contained in Company Data) to Company or any third party for same.
- 4.2 Company shall ensure that Company Data does not: (a) violate any foreign, federal, state or local law or regulation; (b) infringe, misappropriate or otherwise

violate any copyright, trademark or other intellectual property or other proprietary right of any third party; (c) in any way infringe upon or violate any third party's privacy right, right of publicity or any other right of any person or entity; (d) contain any material which is unlawful, hateful, obscene, libelous, threatening or defamatory; or (e) contain any virus or other malicious code (collectively, "**Prohibited Acts**"). In the event that either Party becomes aware that any item of Company Data constitutes or may constitute a Prohibited Act, the Parties shall notify each other of, and work together promptly and in good faith to remedy any such Company Data issues; provided, however, that Murano shall have the right to remove such item of Company Data until the Parties agree on a resolution, and provided that Company remains entirely and solely responsible for any harms resulting from the Prohibited Acts. Company agrees to incorporate commercially reasonable measures to screen for viruses and other malicious code before Company provides, inputs or uploads any Company Data.

4.3 Company acknowledges and agrees that Supply Chain Manager will be available and supported in English language only.

5 FEES AND PAYMENT.

5.1 In exchange for the DCAA Software Subscription License, Company shall pay Murano the applicable fees specified on each Order Schedule (the "**License Fees**").

5.2 In exchange for the Services, Company shall pay Murano the applicable fees specified on each Order Schedule (the "**Services Fees**").

5.3 Company shall pay Murano all amounts owed pursuant to this Agreement within 30 days of the date of the invoice for such amounts, without deduction, setoff, defense or counterclaim for any reason. Murano may withhold or block Company's access to the Software when subscription fees required to be paid by Company remains due and unpaid 30 days beyond the date when such amount is due.

6 INDEMNIFICATION.

6.1 Company Indemnification. Company shall defend, indemnify and hold harmless Murano, its officers, directors, employees and agents, from and against all claims, damages, obligations, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of any claim relating to: (a) any breach of Section 4.2, including damages caused by viruses and other malicious code contained in Company Data uploaded to DCAA Software by Company and (b) any breach of Sections 2 or 9 by Company.

6.2 Murano Indemnification. Murano shall defend, indemnify and hold harmless Company, its officers, directors, employees and agents, from and against all claims, damages, obligations, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of any claim relating to any breach of Sections 2 or 9 by Murano.

6.3 Intellectual Property Rights Indemnity. Murano shall defend, indemnify and hold harmless Company, its officers, directors, employees and agents, from and against all claims, damages, obligations, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of any claim relating to: (a) any third party claim that DCAA Software and related Documentation Materials infringed a patent or copyright; provided, however, that (a) Company must give Murano prompt written notice of any such claim, (b) Murano will have the right to control and direct the defense of such claim, and (c) Company must fully cooperate with Murano in such defense.

6.4 Intellectual Property Rights Exclusions. Murano shall have no obligations under Section 6.3 or any other liability for any claim of infringement or misappropriation resulting or alleged to result from: (a) any modification, alteration or enhancement to DCAA Software or its Documentation Materials by any person or entity other than Murano; (b) any failure by Customer to implement or install DCAA Software as directed by Murano or use in any manner for which the Software was not designed or otherwise in a manner inconsistent with the Documentation; and (c) Company's continuing the allegedly infringing activity after being notified thereof or after being informed and provided with modifications that would have avoided the alleged infringement.

6.5 Intellectual Property Rights Remedies. In the event an infringement or misappropriation claim as described in Section 6.3 arises, or if Murano reasonably believes that a claim is likely to be made, Murano shall have the right, at its sole option and expense, to: (a) modify DCAA Software to become non-infringing but functionally equivalent or (b) remove the infringing or violative aspect of DCAA Software.

7 WARRANTIES.

7.1 Murano represents and warrants that DCAA Software will perform substantially in compliance with the Documentation or such other specifications set forth in the Order Schedule. Company's sole and exclusive remedies for any breach by Murano of the foregoing is to require Murano to use commercially reasonable efforts to repair DCAA Software or Company may terminate the Agreement. Murano further represents and warrants it is the sole and exclusive owner of Murano Assets, in each case free and clear of any and all liens or encumbrances and

without violation of any intellectual property rights or other rights of any third party.

7.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THE ORDER SCHEDULE OR PROVIDED IN SECTION 7.1, MURANO MAKES NO REPRESENTATIONS AND GIVES NO WARRANTIES, GUARANTEES OR ASSURANCES OF ANY KIND, EITHER EXPRESS OR IMPLIED (IN LAW OR IN FACT), INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR NON-INFRINGEMENT OR ANY REPRESENTATION, WARRANTY OR CONDITION FROM COURSE OF DEALING OR USAGE OF TRADE. MURANO DOES NOT WARRANT THAT ANY HOSTING SERVICES OR CONSULTING SERVICES, SOFTWARE, UPDATES, UPGRADES, OR ANY OTHER INFORMATION OR MATERIALS PROVIDED TO COMPANY HEREUNDER WILL SATISFY COMPANY'S REQUIREMENTS, OR BE UNINTERRUPTED OR FREE OF OMISSIONS, ERRORS OR DEFECTS. MURANO DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR SERVICES.

7.3 Except as otherwise stated in this Agreement, Murano further disclaims all responsibility for any loss, injury, claim, liability, or damage of any kind resulting from, arising out of, or in any way related to (a) any third party web sites or content therein directly or indirectly accessed through links provided in or in connection with DCAA Software, (b) Company's or any Authorized User's, as defined below, use of DCAA Software or the information accessible therefrom or any decision made using DCAA Software, or (c) unauthorized access to DCAA Software or information provided therein.

7.3.1 **"Authorized User"** means any individual given access to DCAA Software by Company.

7.4 Except as otherwise stated in this Agreement, Company assumes the full and sole responsibility and liability as to the use of DCAA Software. Company shall have the sole responsibility to verify that DCAA Software is usable and meets its requirements, and to ensure the accuracy of Company Data.

8 LIMITATION OF LIABILITY.

8.1 Except as otherwise set forth in this Agreement, in no event shall Murano (including its officers, employees, and agents) be responsible or liable for any loss of profit, business, revenue, use, data, opportunity or any indirect, special, consequential, incidental, punitive or other damages whatsoever, including downtime costs, failure to realize expected savings, loss or unavailability of or

damage to data, or software restoration, arising out of this Agreement or Company's possession or use of DCAA Software, regardless of the theory of liability, whether under contract, warranty, strict liability, or in tort (including negligence) or otherwise, even if such damage may have been foreseeable or Murano may have been previously advised of the possibility of such damage.

8.2 Subject always to Section 8.1, and except for a breach of Section 9, in no event shall Murano's liability arising out of this Agreement exceed, in the aggregate, the total License Fee paid hereunder by Company to Murano for the current agreement Term. The limitations specified in this Section shall survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

8.3 Subject to applicable law, Company acknowledges and agrees that the limitations of liability and restrictions set forth in this Agreement are reasonable under the circumstances.

8.4 Company is responsible for maintaining reliable Internet and acceptable speeds and power as required by Murano.

9 CONFIDENTIAL INFORMATION.

9.1 **"Confidential Information"** means all information or materials, whether commercial, financial, technical or otherwise, disclosed directly or indirectly to one Party (the **"Receiving Party"**) (whether disclosed orally, in documentary form, by demonstration or otherwise) which is contained in any form or media whatsoever (including data, drawings, films, documents and computer readable media) and which is confidential or proprietary to the other Party (the **"Disclosing Party"**), including DCAA Software and its Documentation. Company acknowledges that DCAA Software and its supporting Documentation constitute and incorporate Murano's Confidential Information. Each Party shall take all reasonable precautions necessary to safeguard the confidentiality of all Confidential Information, including at a minimum those precautions taken by such Party to protect its own confidential and proprietary information. Neither Party shall allow the removal or defacement of any confidentiality or proprietary notice placed on any Confidential Information. The placement of copyright notices on these items shall not constitute publication or otherwise impair their confidential nature.

9.2 The following confidentiality rules apply: (i) For a period of ten (10) years from the date of disclosure of the applicable Confidential Information; (ii) Company and Murano shall each (a) hold the Confidential Information of the other in trust and confidence and not disclose or release, in whole or in part, the Confidential Information, or other information that has been designated as confidential, to any individual, entity or other person; and

(b) not use the Confidential Information of the other Party for any purpose except as expressly contemplated under the Agreement; and (iii) each Party shall only disclose the Confidential Information of the other to those of its employees (including employees of Murano's affiliates) having a need to know such Confidential Information and shall take all reasonable precautions to ensure that such employees comply with the provisions of this Section.

- 9.3 The obligations of either Party in Sections 9.1 and 9.2 shall not apply to any Confidential Information that the Receiving Party can demonstrate (a) by documentary evidence was in its possession at the time of disclosure and without restriction as to confidentiality (save that this sub-paragraph shall not apply in respect of feedback), and (b) at the time of disclosure is generally available to and known by the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act directly or indirectly by the Receiving Party. In addition, the Receiving Party may disclose Confidential Information to the extent required to comply with applicable laws or a binding order from a judicial body with authority over it, provided that the Receiving Party shall take all reasonable steps necessary to obtain confidential treatment for any such Confidential Information which is required to be disclosed. In such event, the Receiving Party shall promptly provide the Disclosing Party with written notice of any such request or demand to disclose Confidential Information so that the Disclosing Party shall have an opportunity to seek a protective order or other remedy. Legal counsel for the Receiving Party may retain, solely for archival purposes, one copy of all Confidential Information, as well as documents, memoranda, notes and other writings prepared based on the Confidential Information.
- 9.4 The Receiving Party shall, either upon learning of, or upon a showing by the Disclosing Party of, any threatened or actual breach of the provisions of this Section or of any threatened or actual unauthorized use or disclosure of Confidential Information by the Receiving Party's officers, directors, employees, agents, subcontractors or otherwise, or in the event of any loss of, or inability to account for, such Confidential Information, immediately notify the Disclosing Party thereof and shall cooperate at the Receiving Party's expense with the Disclosing Party's efforts and take such steps as the Disclosing Party may require to seek appropriate injunctive relief or otherwise to prevent or curtail such threatened or actual breach or unauthorized use or disclosure or to recover the Confidential Information .
- 9.5 Each Party acknowledges and agrees that the other Party's Confidential Information constitutes and incorporates confidential, proprietary and valuable information or materials developed or acquired by or licensed to it and that violation by its officers, directors, employees, agents, or subcontractors of this Agreement may cause

irreparable injury not compensable by money damages for which there may not be an adequate remedy at law. Accordingly, if a non-breaching Party institutes an action or proceeding to enforce the provisions of this Agreement, such Party shall be entitled to seek injunctive or other equitable relief to enforce such provisions or to prevent or curtail any breach thereof, threatened or actual. The foregoing shall be in addition to and without prejudice to or limitation on any other rights such Party may have under this Agreement, at law or in equity.

10 TERM AND TERMINATION.

- 10.1 This Agreement is effective on the Effective Date and has the Term set forth in the attached Order Schedule.
- 10.2 Either Party (the "**Non-breaching Party**") may, without prejudice to any other right or remedy, terminate this Agreement upon written notice to the other Party if any of the following events occur by or with respect to such other Party (the "**Breaching Party**"): (a) the Breaching Party commits a material breach of any of its obligations hereunder and fails to cure such breach within 30 days after receipt of notice of such breach or fails to reach an agreement with the Non-breaching Party regarding the cure thereof; or (ii) any insolvency of the Breaching Party, any filing of a petition in bankruptcy by or against the Breaching Party, any appointment of a receiver for the Breaching Party, or any assignment for the benefit of the Breaching Party's creditors.

11 MISCELLANEOUS.

- 11.1 Non-compete provision.
- 11.2 Use of the DCAA Software website is subject to the Terms of Use and Privacy Policy as attached.
- 11.3 Upon termination or expiration of this Agreement (a) all rights granted to Company hereunder shall cease; (b) Company and each Authorized User shall immediately cease any and all access to and use of DCAA Software or Documentation; (c) each Party shall return to the other any Confidential Information that is in tangible form; and (d) upon written request, (i) either Party shall deliver to the other an affidavit from an appropriate officer which certifies compliance with these termination obligations, and (ii) Upon payment of 50% of the agreed applicable transfer fee (such amount being evidenced in writing to Company by Murano with explanation of the amount to be paid by Company and such amount agreed to in writing by Company) Murano shall transfer to Company a copy of the most recent backup of the Company Data in a mutually agreed upon format within 45 days of Company's request. Company does NOT owe any applicable transfer fee if Murano breaches this agreement.

- 11.4 Notices. All notices required by this Agreement shall be given in writing to the other Party. Notices shall be effective when received as indicated on the registered mail, or other delivery receipt. All notices shall be given by one Party to the other at its address stated on the first page of this Agreement unless a change thereof previously has been given to the Party giving the notice.
- 11.5 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.
- 11.6 Binding Effect and Assignment. This Agreement and the licenses granted under it are personal to Company and Company may not assign, encumber or otherwise transfer or dispose of any of its rights, duties or obligations under this Agreement without Murano’s express prior written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Company nor Murano will be in default of its obligations hereunder as a result of any delay or failure in performance that is a direct result of any cause beyond its reasonable control.
- 11.7 Governing Law. This Agreement and any dispute or non-contractual obligation arising out of or in connection with it shall be governed by and construed in accordance with the laws of the State of North Carolina, without reference to the principles of conflicts of law that would apply the substantive laws of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and is hereby disclaimed. The Parties hereby agree that their respective rights and obligations hereunder shall be solely and exclusively as set forth herein and that the Uniform Computer Information Transactions Act (UCITA), whether enacted in whole or in part by any state or applicable jurisdiction, regardless of how codified, shall not apply to this Agreement and is hereby disclaimed.
- 11.8 Amendments and Waivers. This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties. No waiver by either Party of any right or remedy hereunder shall be valid unless the same shall be in writing and

signed by the Party giving such waiver. No waiver by either Party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

- 11.9 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and have no effect and the remaining provisions shall continue in full force.
- 11.10 Counterparts. This Agreement may be executed in several counterparts and by facsimile signature, each of which shall be deemed an original, and all of which taken together shall constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. A telecopy or electronic signature shall be as legally effective as an original signature.
- 11.11 Entire Agreement. This Agreement, including the Terms of Use and Privacy, constitutes the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.
- 11.12 Headings. The section and paragraph headings contained in these Standard Terms are for convenience of reference only and shall not affect, define or limit in any way the meaning or interpretation of the Standard Terms.
- 11.13 Survival. The terms and conditions of Sections 2 (including all subsections), 3.2, 6 (including all subsections), 8 (including all subsections), 9 (including all subsections), 11.1, 11.5, 11.6, 11.7, 11.8, 11.9, 11.10, 11.11-11.14 shall survive any termination or expiration of this Agreement.
- 11.14 Conflicting Terms. In the event of conflicting terms between these Standard Terms and any Order Schedule, the Order Schedule shall control.

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, have executed this Agreement as of the Effective Date.

LICENSEE

MURANO CORPORATION

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

APPENDIX 1

DCAA SOFTWARE SUPPORT SERVICES STANDARD OF CARE AND SERVICE LEVEL AGREEMENT

This is an agreement between Murano Corporation (the “Murano”) and Licensee (referred to herein as “you,” “recipient” and “Licensee”);

THIS APPENDIX DESCRIBES THE DCAA SOFTWARE SUPPORT SERVICES STANDARD OF CARE AND SERVICES LEVEL AGREEMENT PROVIDED BY MURANO IN PROVIDING HOSTING AND OTHER SERVICES TO LICENSEE:

1 Definitions

- a. “Available” means DCAA Software shall:
 - i. be available for access and use over the Internet; and
 - ii. provide functionality and content required under the Agreement and applicable Order Schedule.
- b. “Host” shall be Murano.
- c. “Customer Service Support” shall include but not be limited to answering telephone calls, online chat messages, emails, faxes, and remote desktop services in order to help Licensee use DCAA Software.
- d. “Infrastructure” shall mean the server(s) on which the cloud services will be hosted.

2 General Hosting Obligations

In addition to the other obligations set forth in this Agreement, including this Appendix, Murano shall also provide the following:

- a. Maintain DCAA Software on technology infrastructure owned and maintained by Murano.
- b. Allow access to DCAA Software over the Internet and provide secure and confidential storage of all information transmitted to and from DCAA Software.

3 Service Monitoring & Management

Murano will continuously monitor and manage DCAA Software to optimize DCAA Software’s availability. Included within the scope of this section is the proactive monitoring of the technology infrastructure for trouble during normal business hours in Licensee’s operating time zone, and the expedient restoration of components when failures occur.

Murano reserves the right to perform routine Infrastructure maintenance on Saturdays. DCAA Software will be offline and unavailable for maintenance at those times. Licensee must plan accordingly. In the event that maintenance must occur outside of this pre-designated time period, Murano will give Licensee advance notice to the extent reasonably possible.

4 *DCAA Software Availability*

DCAA Software shall be available during normal business hours of Licensee's local time zone.

5 *Unscheduled Outages*

Unscheduled outages are caused by loss of connectivity to the Internet, or by failure of a Murano service. In cases where a destination is not available, or unacceptable service is reported, Murano will attempt to determine the source of the problem and report its findings to Licensee and will pursue action under Section 6 of this Appendix

6 *Corrective Action Plan*

Notwithstanding Murano's obligation to continue to perform as required under the Agreement this Appendix and Licensee's remedies set forth herein, in the event of Infrastructure failure, Murano shall promptly investigate the root causes of such failure and shall provide to Licensee (within five (5) days after knowledge of such failure) an analysis of such root causes and a proposed corrective action plan for Licensee's review, comment and approval (the "Corrective Action Plan"). The Corrective Action Plan shall include, at a minimum:

- a. a commitment by Murano to Licensee to devote the appropriate time, skilled personnel, systems support and equipment, and/or resources to remedy, and prevent any further occurrences of, the failure;
- b. a strategy for developing any programming/software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, the failure; and
- c. timeframes for implementation of the Corrective Action Plan.

7 *Security Breaches*

In the event of an attack or threatened or suspected breach of security against DCAA Software and/or Infrastructure, Murano will take whatever reasonable steps that are necessary to halt such action, including taking DCAA Software and/or Infrastructure offline. Down time due to external attacks shall not count against Availability requirements set forth above. Murano will immediately contact Licensee to discuss what measures to take. However, if time is critical, action may be required before Murano can confer with Licensee. Murano's actions will include but not be limited to the following, as appropriate:

- a. Confirm the threat;
- b. Deny access from the source of the attack;

- c. Investigate the extent of the damage, if any;
- d. Back-up the affected systems and those suspected to be affected;
- e. Strengthen defenses everywhere, not just the suspected path that the attacker used;
- f. Contact the ISP where the threat or attack originated and/or law enforcement to work with Murano’s security team;
- g. Re-instate the denial of access after a set time period, but continue to monitor traffic from that source until the risk of further attacks is deemed, by Murano, to be minimized.

YOU ACKNOWLEDGE THAT YOU HAVE READ THE DCAA SOFTWARE SUPPORT SERVICES STANDARD OF CARE AND SERVICES LEVEL AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THIS IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS SCM SUPPORT SERVICES STANDARD OF CARE AND SERVICES LEVEL AGREEMENT.

LICENSEE:

By: _____

Name: _____

Title: _____