



MASTER LICENSE AGREEMENT

This Master License Agreement ("Agreement") is entered into and made effective as of the 13th day of May 2015 by and between Ecrion Software, Inc., a Maryland corporation with principal offices located at 7361 Calhoun Pl. Suite 475, Rockville, MD 20855, USA ("Ecrion") and WA State Employment Security Dept., a _____ with principal offices located at _____ ("Licensee"). Ecrion and Licensee are sometimes each referred to herein as a "party" and collectively as the "parties".

Whereas, Ecrion is the developer of a suite of software products that provide comprehensive solutions designed to help organizations leverage their data to produce powerful communications and perform in-depth internal and external Business Intelligence analysis; and

Whereas, Licensee desires to license certain of Ecrion's software and services as provided in this Agreement;

THEREFORE, FOR ADEQUATE CONSIDERATION THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

This Agreement is a legal agreement between Licensee and Ecrion for the license of software product(s) identified in the products list attached as Exhibit A ("Products List") or on a Purchase Order in the form attached hereto as Exhibit B ("Purchase Order"), which may include associated media, printed materials, and "online" or electronic documentation ("Documentation") as Ecrion may provide to Licensee from time to time (collectively, "Software Products"). Licensee's use of the Software Products is governed exclusively by this Agreement and shall under no circumstances whatsoever be subject to the terms and conditions of any other agreement, "shrink-wrap" license, or any other document or agreement of any nature whatsoever.

1. INSTALLATION AND GRANT OF LICENSE.

1.1 Installation



Licensee may install the number of copies of the Software Products set forth for such Software Product under the “Quantity” column of the Products List (each a “License”). Unless otherwise stated on the Products List or in an applicable Purchase Order, each License is limited to installation of the Software Products on one (1) server, computer, or virtual machine and each such server, or virtual machine may support no more than the number of logical processors (cores) per server as listed under the “Product Description” column of the Products List or applicable Purchase Order. Installation is limited to servers physically located within the country or countries of use specified for such Software Products in the Products List or Purchase Order, as applicable (the “Countries of Use”).

1.2 Grant of License

Subject to the terms and conditions of this Agreement, Ecrion grants to Licensee a non-exclusive, non-sub-licensable, non-transferrable (except as provided in Section 4 (Limitation on Assignment) right and license, during the term of this Agreement, for Licensee to use the Software Products in accordance with the Documentation and the description of the Software Products contained in the Products List or applicable Purchase Order (and subject to any limitations on use described therein), exclusively for its own internal business purposes in accordance with the terms and conditions of this Agreement. License(s) purchased under this Agreement may only be exercised within the applicable Countries of Use. Licensee shall ensure that its employees, officers, directors, agents and other representatives (“Representatives”) with access to the Software Products comply at all times with the terms and conditions of this Agreement, and Licensee agrees to indemnify Ecrion for any act or omission of a Representative that exceeds the scope of the license granted herein or that, if taken by Licensee, would constitute a violation of this Agreement.

1.3 Purchase of Additional Licenses, Support or Professional Services

Licensee may request to purchase licenses for additional Software Product(s) and purchase additional Support or Professional Services from time to time after the date of this Agreement by entering into a Purchase Order. When signed by Ecrion and Licensee, such Purchase Order shall be binding on both parties and incorporated into and made part of this Agreement. Any software listed on a signed Purchase Order shall be deemed to be Software Products within the meaning of this Agreement and any Support or Professional Services described in a signed Purchase Order shall be deemed to be Support or Professional Services within the meaning of this Agreement.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

2.1 Limitations on Reverse Engineering, Decompilation, Modification, Disassembly, Etc.

Licensee shall not reverse engineer, decompile, modify, create derivative works from, or disassemble any Software Product or any part thereof.

2.2 Separation of Components

The Software Product is licensed as a single product. Its component parts may not be separated for use on more than one computer or server.

2.3 Term and Termination

The term of this Agreement and the licenses provided herein shall be annual or perpetual, determined by the type of licenses purchased, unless Ecrion terminates this Agreement by written notice to Licensee if Licensee or its Representatives (i) breach or otherwise fail to comply with the terms and conditions of any of Sections 2.1, 2.2, 2.4, 2.6, 4, 5 or 7 of this Agreement or takes any action which exceeds the scope of any license granted herein; or (ii) breach or otherwise fails to comply with any other terms of this Agreement after written notice and a ten (10) day opportunity to cure. In such event, the license granted herein shall terminate and Licensee shall immediately cease all use of the Software Products and destroy all copies.

2.4 No Distribution

Licensee shall not sub-license, reproduce, resell or distribute the Software Products in whole or in part.

2.5 Responsibility for Installation

Unless otherwise agreed upon in writing between the parties, Licensee shall be responsible for the installation of the Software Products.

2.6 Taxes

Fees shown on the Products List do not include any taxes. Licensee shall be responsible for any and all taxes arising out of or relating to the transactions contemplated by this Agreement and the use of the Software Products (except for taxes on the net income or revenues of Ecrion which shall be the responsibility of Ecrion). Where applicable, there shall be added to the fees shown any taxes on such fees, including, but not limited to, state and local sales, use, excise or value-added taxes. Applicable taxes of which Ecrion becomes aware will be invoiced by Ecrion to Licensee unless Licensee provides Ecrion with a valid and applicable tax exemption certificate or, for non-U.S. transactions, a value-added tax registration number, if applicable, before such invoice is generated. Licensee shall inform Ecrion of any applicable tax under any laws applicable to Licensee. Licensee shall indemnify Ecrion from and against any and all claims of governmental entities for any taxes which are the responsibility of Licensee hereunder.

3. PAYMENT

Unless otherwise specified on the Products List or applicable Purchase Order, Ecrion may invoice Licensee for Software Products at any time after delivery of the applicable Software Products and may invoice Licensee in advance (but not earlier than thirty (30) days prior to commencement) or in arrears (in its discretion) for Support or Professional Services. Payment terms are within 45 days of invoice receipt. If any amounts are not paid when due or disputed in good faith in writing within forty-five (45) days after receipt of invoice, Licensor shall have the right to suspend work and Licensee shall pay interest on such outstanding amounts at a rate of

the lesser of 1.5% per month or the greatest amount permitted by law, until such amounts are paid in full. In the event

4. COPYRIGHT

All title, copyrights, patent rights and other intellectual property rights in and to the Software Product (including but not limited to any source code, object code, images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Software Product), the accompanying Documentation, and all copies of the Software Product are owned exclusively by Ecrion. Licensee shall not take, and shall not permit its Representatives or any authorized users of the Software Products to take, any action that adversely affects and/or infringes upon Ecrion's proprietary rights in any Software Products.

5. LIMITATION ON ASSIGNMENT

Licensee shall not directly or indirectly assign this Agreement or the rights to use the Software Products without Ecrion's prior written consent. Such consent shall not be required if assignment is to an entity that is not a competitor of Ecrion that acquires all, or substantially all, of Licensee's business or to an entity that is not a competitor of Ecrion whose business Licensee acquires all or substantially all of; provided that (i) Licensee is not in breach of this Agreement and the assignment does not otherwise result in a breach of this Agreement, (ii) a Software Product is not moved to new hardware, and (iii) Licensee promptly notifies Ecrion in writing after such assignment. Licensee shall remain liable for all obligations of Licensee hereunder notwithstanding any permitted assignment. If Ecrion assigns its rights in a Software Product or this Agreement, Ecrion shall promptly notify Licensee in writing after such assignment. Any attempted or actual assignment of all or part of this Agreement not permitted hereunder shall be void. Except as provided above, this Agreement shall be binding on, and inure to the benefit of, the heirs, successors and permitted assigns of the parties to this Agreement.

6. SUPPORT

Ecrion will provide Basic Support, Priority, Premium, or Enterprise Support (as indicated on Exhibit C or an applicable Purchase Order) with respect to the applicable Software Products for a period of one (1) year from the date of this Agreement (or one (1) year from the date of the applicable Purchase Order with respect to Support for Software Products identified thereon) on the terms and conditions provided in Exhibit C. Additional Support beyond such one (1) year term may be offered by Ecrion in its sole discretion.

7. CONFIDENTIALITY

Each party (the "Receiving Party") acknowledges that during the course of this Agreement, the other party (the "Disclosing Party") may make Confidential Data (as defined below) available to the Receiving Party or the Receiving Party may otherwise learn of Confidential Data of the Disclosing Party. As used herein, the term "Confidential Data" includes all Disclosing Party information not generally known or used by others and that gives, or may give, the Disclosing Party an advantage over its competitors or that could cause the Disclosing Party injury, loss of

reputation or goodwill if disclosed including, but not limited to, data or information of the Disclosing Party that identifies or concerns past, current or potential customers, business practices, financial results, research, development, software, source code, systems and plans; and/or certain information and material identified by the Disclosing Party as “Confidential”; and/or data received from the Disclosing Party and enhanced by the Receiving Party and/or material, non-public information related to the Disclosing Party or the Disclosing Party’s businesses. Confidential Data may be written, oral, recorded, or maintained on other forms of electronic media.

The Receiving Party agrees that: (i) Confidential Data shall not be distributed, disclosed, or conveyed to any third party except by prior written approval of the Disclosing Party; (ii) no copies or reproductions shall be made of any Confidential Data; and (iii) the Receiving Party shall not use any Confidential Data for its own benefit or for the benefit of any third party. The Receiving Party’s obligations set forth in the prior sentence shall not apply to any disclosure specifically authorized in writing by the Disclosing Party or Confidential Data that: (i) has become publicly available through no fault or disclosure by Receiving Party; (ii) was disclosed to the Receiving Party by a third party not under an obligation of confidentiality to the Disclosing Party; (iii) was independently developed by the Receiving Party not otherwise in violation or breach of this Agreement or any other obligation of the Receiving Party to the Disclosing Party and without reference to or use of the Confidential Data; (iv) was rightfully known to the Receiving Party, without restriction on disclosure, prior to entering into this Agreement; or (v) Receiving Party is required to disclose pursuant to a subpoena, summons, search warrant or other lawful process which is legally binding on Receiving Party, provided that Receiving Party notifies Disclosing Party promptly upon receipt of such process and, if the Disclosing Party objects to the release of the Confidential Data, the Receiving Party will permit counsel chosen by the Disclosing Party to represent the Receiving Party in order to resist release of the Confidential Data and in any event only disclose such Confidential Data as Receiving Party is required to disclose, provided further that no other use or disclosure of such Confidential Data shall be permitted except as required pursuant to such legal process.

8. LIMITED WARRANTY AND LIMITATION OF LIABILITY

8.1 Limited Warranty and Representation

Ecrion warrants that the applicable Software Products provided under this Agreement shall upon delivery and after proper installation and completion of any Professional Services purchased, operate in material conformity with the Documentation; provided however that Ecrion makes no representation or warranty that the Software Products will operate free of bugs or other errors. Ecrion further warrants that the Support and Professional Services shall be performed by qualified personnel in accordance with good industry practices generally observed in the industry for similar services.

Ecrion represents and warrants that the use of the Software Products within the Countries of Use in accordance with this Agreement does not infringe any patent, copyright, trademark or trade secret of such third party which has been established within the Countries of Use;

provided, however, that no representation or warranty is provided regarding infringement to the extent the infringement arises from: (a) any combination of the Software Products by Licensee with programs, equipment or hardware not supplied by Ecrion; (b) the adaptation or modification of the Software Products by anyone other than Licensee; or (c) the use by Licensee of the Software Products in a manner for which it was not designed or intended or which is not permitted under this Agreement.

EXCEPT FOR THE WARRANTIES CONTAINED IN THIS AGREEMENT, THE SOFTWARE PRODUCTS, SUPPORT AND PROFESSIONAL SERVICES ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY DISCLAIMED. IN THE EVENT THAT THE FOREGOING WARRANTY IS BREACHED, ECRION SHALL PROMPTLY REPAIR OR REPLACE THE APPLICABLE SOFTWARE PRODUCTS AND, IF SUCH BREACH IS CURED THEREBY, SUCH REPAIR OR REPLACEMENT SHALL BE LICENSEE’S SOLE REMEDY. ECRION SHALL HAVE NO RESPONSIBILITY TO REPAIR OR REPLACE THE SOFTWARE PRODUCTS, SUPPORT OR PROFESSIONAL SERVICES UNDER THE FOREGOING LIMITED WARRANTY IF THE FAILURE OF THE SOFTWARE PRODUCTS HAS RESULTED FROM ACCIDENT, ABUSE, MISAPPLICATION, MODIFICATION, MISUSE OR ANY BREACH BY LICENSEE OR ANY OF LICENSEE’S REPRESENTATIVES OF THIS AGREEMENT.

8.2 Indemnity

Ecrion shall indemnify Licensee from and against any judgments, awards, settlements, costs and expenses (including reasonable attorneys’ fees) (“Losses”) arising out of or relating to any third party action, claim or proceeding asserted against Licensee or its Representatives alleging that the use of the Software Products infringes any patent, copyright, trademark or trade secret of such third party within the Countries of Use. Licensor shall have no obligation for any LOSSES pursuant to this Section 8.2 to the extent the Losses arise from: (a) any combination of the Software Products by Licensee with programs, equipment or hardware not supplied by Ecrion, where such infringement would not have occurred but for such combination; (b) the adaptation or modification of the Software Products by anyone other than Licensee, where such infringement would not have occurred but for such adaptation or modification; (c) the use by Licensee of the Software Products in a manner for which it was not designed or intended or which is not permitted under this Agreement, where such infringement would not have occurred but for such use.

8.3 No Consequential, Etc. Damages; Limitation of Liability

ECRION SHALL NOT BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF BREACH OF THIS AGREEMENT OR OTHER ACTS OR OMISSIONS RELATING TO PERFORMANCE (OR NON-PERFORMANCE) OF THIS AGREEMENT, EVEN IF ECRION HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES, REGARDLESS OF WHETHER ANY CLAIM IS BROUGHT IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE. EXCEPT FOR ANY INSTANCES OF ECRION'S INTENTIONAL MISCONDUCT,

IN NO EVENT SHALL ECRION BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY AMOUNT WHATSOEVER IN EXCESS OF THE AMOUNT OF LICENSE FEES ACTUALLY PAID TO ECRION DURING THE ONE (1) YEAR PERIOD PRECEDING THE DATE ON WHICH THE BREACH GIVING RISE TO SUCH DAMAGES OCCURRED, REGARDLESS OF WHETHER ANY CLAIM IS BROUGHT IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE.

8.4 Publicity

Neither party may refer to the other party or use or refer to the other party's trademarks including logos and taglines in any way, including but not limited to promotional and marketing materials or press releases, without prior written permission from the other party, except that Ecrion may post a statement on its website indicating that Licensee is a customer of Ecrion and may post Licensee's trademark, logo and tagline on its website in a manner that indicates that Licensee is a customer of Ecrion, subject at all times to compliance with Licensee's reasonable usage guidelines. All goodwill arising from the use by Ecrion of any such trademark, logo or tagline shall inure to benefit of Licensee and be owned exclusively by Licensee.

9. GENERAL PROVISIONS

9.1 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland without regard to its conflict of law provisions. This choice of law is made to ensure uniform procedures and interpretations for all of Ecrion's licensees, no matter where they may be located or where they may use a Software Product.

9.2 Choice of Jurisdiction.

The parties agree to the non-exclusive jurisdiction of the United States District Court for the District of Maryland (Southern Division) (or the Maryland state courts located in Montgomery County, Maryland, if the federal court is found to lack jurisdiction) for any court proceeding arising from this Agreement.

9.3 WAIVER OF JURY TRIAL; LIMITATION OF ACTIONS

The parties shall use reasonable efforts to resolve any differences arising between them as a result of this Agreement prior to exercising their respective rights at law or equity. **IF A TRIAL RESULTS FROM THIS AGREEMENT, THE PARTIES AGREE THAT SUCH TRIAL SHALL BE A NON-JURY TRIAL AND EACH PARTY HEREBY WAIVES ITS RIGHT TO TRIAL BY JURY.** No action, regardless of form, arising out of this Agreement shall be brought more than two (2) years after the cause of action accrued.

9.4 Equitable Relief

In addition to any other available legal and equitable remedies, each party is entitled to a preliminary and permanent injunction enjoining the other party from violating any provision of this Agreement, without the necessity of showing either actual damages or that monetary

damages would not afford an adequate remedy and without the necessity of posting a bond, the requirement of which is hereby waived.

9.5 No Strict Construction Against Drafter

THIS AGREEMENT SHALL BE CONSTRUED WITHOUT REGARD TO THE PARTY OR PARTIES RESPONSIBLE FOR THE PREPARATION OR DRAFTING OF THE SAME AND SHALL BE DEEMED AS PREPARED JOINTLY BY THE PARTIES HERETO. ANY AMBIGUITY OR UNCERTAINTY EXISTING HEREIN SHALL NOT BE INTERPRETED OR CONSTRUED AGAINST ANY PARTY HERETO AS A RESULT OF SUCH PARTY'S PREPARATION OR DRAFTING OF THIS AGREEMENT. EACH OF THE PARTIES HERETO STATES THAT IT HAS READ EACH OF THE PARAGRAPHS OF THIS AGREEMENT, HAS HAD THE OPPORTUNITY TO AVAIL ITSELF OF LEGAL COUNSEL OF ITS CHOICE DURING NEGOTIATIONS OF THIS AGREEMENT AND IS FREELY AND VOLUNTARILY ENTERING INTO THIS AGREEMENT UNDER NO DURESS, AND THAT IT UNDERSTANDS THE SAME AND UNDERSTANDS THE LEGAL OBLIGATIONS THEREBY CREATED.

9.6 Waivers and Severability

The waiver or failure of a party to exercise any of its rights hereunder shall not be deemed a waiver of any future right in regard to the same matter or any other matter. If any provision of this Agreement is found to be invalid, illegal or unenforceable under any applicable statute or law, it is to that extent deemed to be omitted, and the remaining provisions of this Agreement shall not be affected in any way.

9.7 Notices

All notices required or permitted to be given hereunder by one party to the other shall be deemed given upon the third (3rd) day after the date sent, if said notice is sent by registered or certified mail, with proof of delivery, or on the next day after the date sent if sent by nationally recognized overnight courier, with proof of delivery. Notices shall be sent or delivered to the address set forth above for Ecrion to the attention of "Contracts Administrator" and to the Licensee address indicated above.

9.8 Headings

The headings of the Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

9.9 Entire Understanding; Disclaimer of UNCCISG; Attorneys' Fees

Each party acknowledges that it has read and understands this Agreement and shall be bound, with respect to the matters contained herein, only by its terms. The parties further agree that this Agreement contains the entire understanding and agreement of the parties with respect to the matters contained herein, and supersedes all prior proposals, understandings and

agreements between the parties relating to the subject matter of this Agreement. There are no promises, covenants or undertakings contained in any other written or oral communication or convention, including, but not limited to, the United Nations Convention on Contracts for the International Sale of Goods (1980), that may otherwise apply. In the event that either party pursues legal action against the other to enforce or protect its rights under this Agreement, the parties agree that the prevailing party herein shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the non-prevailing party following a final judgment.

9.10 Survival

Sections 2, 4, 7 and 8 of this Agreement shall survive any termination of this Agreement.

By signing below, the parties agree to be legally bound by the terms of this Agreement as of the date set forth above.

ECRION SOFTWARE, INC.

By: _____
(Signature)

By: _____
(Signature)

(Name - Please Print)

(Name - Please Print)

(Title)

(Title)

Date

Date



Exhibit A
PRODUCTS LIST

Line No.	Product Description	Quantity	Unit Price USD	Total Price USD
	Support for EOS (3 Years)	3	\$4,973	\$14,919
	Support for DAL (3 Years)	8	\$1,479	\$11,832
	Support for DAL (Prorated)	5	\$290	\$1,450
	Support for XF Ultrascale (3 Years)	1	\$2,288	\$2,288
	Support for XF Ultrascale, 4 Logical Processors (3 Years)	8	\$3,320	\$26,560
	Support for XF Ultrascale, 4 Logical Processors (Prorated)	5	\$750	\$3,750
	Support for XF Designer, Floating (3 Years)	8	\$2,320	\$18,560
TOTAL				\$79,359

If the number of users or logical processors is identified above with respect to any Software Products, Use of such Software Product is limited to the number of users or logical processors shown.

Country or countries of use: USA

Ecrion may invoice Licensee for Software Products at any time after delivery of the applicable Software Products and may invoice Licensee in advance (but not earlier than thirty (30) days prior to commencement) or in arrears (in its discretion) for Support or Professional Services. Payment terms are within 45 days of invoice receipt. If any amounts are not paid when due or disputed in good faith in writing within forty-five (45) days after receipt of invoice, Ecrion shall have the right to suspend work and Licensee shall pay interest on such outstanding amounts at a rate of the lesser of 1.5% per month or the greatest amount permitted by law, until such amounts are paid in full.

Bank Transfers and Wire Payments Information

Receiving Bank Information

Bank Name: Citibank F.S.B

Branch Number and Name: #732 Research Park

Branch Address: 1400 Research Blvd, Rockville, Maryland 20850, USA

Receiving Account Information

Account Owner: Ecrion Software Inc.

Account Number: 9107053576



SWIFT Code: CITIUS33
Account Currency: US Dollar
Routing Information (if needed)
Routing Number: 052002166
ABA Number: 254070116

Online Payments

You can also pay this invoice using a VISA, MASTERCARD, DISCOVER, or AMEX credit card.
Please contact sales@ecrion.com with the invoice number for more information.

Exhibit B
Purchase Order

This Purchase Order is entered into as of the 13th day of May, 2015, by and between Ecrion Software, Inc., a Maryland corporation with principal offices located at 7361 Calhoun Pl. Suite 475, Rockville, MD 20855, USA (“Ecrion”) and WA State Employment Security Dept. with principal offices located at _____ (“Licensee”). By signing this Purchase Order, Licensee agrees to purchase licenses for the products and services described below. This Purchase Order is governed by and incorporates the terms of that certain Master License Agreement entered into between Ecrion and Licensee dated as of _____, 201__ (the “Agreement”). Capitalized terms used but not defined in this Purchase Order shall have the meanings provided such terms in the Agreement.

Products List

Line No.	Product Description	Quantity	Unit Price USD	Total Price USD
	Support for EOS (3 Years)	3	\$4,973	\$14,919
	Support for DAL (3 Years)	8	\$1,479	\$11,832
	Support for DAL (Prorated)	5	\$290	\$1,450
	Support for XF Ultrascale (3 Years)	1	\$2,288	\$2,288
	Support for XF Ultrascale, 4 Logical Processors (3 Years)	8	\$3,320	\$26,560
	Support for XF Ultrascale, 4 Logical Processors (Prorated)	5	\$750	\$3,750
	Support for XF Designer, Floating (3 Years)	8	\$2,320	\$18,560
TOTAL				\$79,359

Countries of Use: USA

Ecrion may invoice Licensee for Software Products at any time after delivery of the applicable Software Products and may invoice Licensee in advance (but not earlier than thirty (30) days prior to commencement) or in arrears (in its discretion) for Support or Professional Services. Payment terms are within 45 days of invoice receipt. If any amounts are not paid when due or disputed in good faith in writing within forty-five (45) days after receipt of invoice, Ecrion shall have the right to suspend work and Licensee shall pay interest on such outstanding amounts at a rate of the lesser of 1.5% per month or the greatest amount permitted by law, until such amounts are paid in full.

Bank Transfers and Wire Payments Information (subject to change by notice to Licensee):

Receiving Bank Information

Bank Name: Citibank F.S.B

Branch Number and Name: #732 Research Park

Branch Address: 1400 Research Blvd, Rockville, Maryland 20850, USA

Receiving Account Information

Account Owner: Ecrion Software Inc.

Account Number: 9107053576

SWIFT Code: CITIUS33

Account Currency: US Dollar

Routing Information (if needed)

Routing Number: 052002166

ABA Number: 254070116

Online Payments

You can also pay this invoice using a VISA, MASTERCARD, DISCOVER, or AMEX credit card. Please contact sales@ecrion.com with the invoice number for more information.

By signing below, the parties agree to be legally bound by the terms of this Purchase Order as of the date set forth above.

ECRION SOFTWARE, INC. _____

By: _____
(Signature)

By: _____
(Signature)

(Name - Please Print)

(Name - Please Print)

(Title)

(Title)

Date

Date





Exhibit C

SUPPORT

Levels of support

Ecrion offers Basic plus 3 different add on levels of support (“Support”).

Licensee has purchased the following level of Support as of the date of this Agreement (check one box only):

	Support Level	Troubleshooting	Software Updates	Priority	Phone Support	Professional Services	Maintenance	Support Manager
X	Basic	Unlimited email support for troubleshooting and bug resolution	Software updates included					
	Priority	Unlimited email support for troubleshooting and bug resolution	Software updates included	Increased priority in the support queue	Phone support	Up to 10 man-hours of professional services, including remote assistance		
	Premier	Unlimited email support for troubleshooting and bug resolution	Software updates included	Increased priority in the support queue	Phone support	Up to 20 man-hours of professional services, including remote assistance	Custom maintenance for a specific build	
	Enterprise	Unlimited email support for troubleshooting and bug resolution	Software updates included	Top priority in the support queue	Phone support	Up to 150 man-hours of professional services, including remote assistance	Custom pre-configured builds are maintained	Dedicated support manager



Basic Support includes access to our support team via email for troubleshooting and issue resolution that does not require professional services (see below), as well as access to all of the production updates generally made available to other Basic Support Customers. Subject to entering into an agreement with Ecrion, advanced levels such as Priority Support can be added to any account for enhanced coverage beyond the basic level. This includes the addition of phone support, increased priority of cases, and man-hours of Professional Services for items not covered under basic support including remote assistance (whether relating to matters covered by Basic Support or otherwise).

Enterprise Support includes a dedicated case manager, a bump to the front of the line for all support queries, customized optimization and pre-configured builds, preferred language options, and up to 150 man-hours per year of Professional Services including remote assistance (whether relating to matters covered by Basic Support or otherwise). There are no professional services included with Basic Support.

Priority, Premier, and Enterprise Support are add-on options that can be purchased in addition to Basic Support. Ecrion reserves the right to discontinue Support for any Software Products that Ecrion has determined to discontinue generally, by providing not less than 180 days' written notice. Subject to entering into an agreement with Ecrion, Priority Support can be added for \$5000 a year. Premier Support can be added for \$15,000 a year, and Enterprise support can be added for \$7000 per month. A one year commitment is required for Enterprise Support, and can be invoiced monthly or annually. Support prices are subject to change with sixty (60) days' notice. Unused man-hours of professional services provided with Support add-on options roll over to following year as long as both Basic Support and the add-on option have been renewed. Unused man hours expire if the add-on option is not renewed or after 3 years.

Basic Support must be renewed in order to keep the licenses up to date. Basic Support and any Support add on will renew automatically on the anniversary date of the date on which this Agreement was entered into, unless canceled in writing at least 30 days prior to the anniversary date. Basic Support is 20% of the license cost for perpetual licenses. Basic support is included with the annual cost of term licenses. The support cost may increase yearly by 3% for inflation. If any undisputed amounts are not paid when due, *Customer* shall pay interest on such outstanding amounts at a rate of the lesser of 1.5% per month or the greatest amount permitted by law, until such amounts are paid in full.

Professional Services

Ecrion provides professional services to address matters not covered by Support (the “Professional Services”).

Examples of Professional Services include but are not limited to:

- Template development, workflow development, or the development of custom features
- Investigations regarding client projects including performance optimizations, workflow, etc.
- Troubleshooting client environments including: database connections, networking issues, printer issues, etc.
- Troubleshooting of 3rd party software
- Integration with 3rd party software
- Architecture review
- Assistance with non-Ecrion and/or standard technologies (XPATH, SQL, JavaScript, etc.)
- Consulting
- Requests for support entailing modifications to a specific client document (non-sample related)
- Any software development activities
- Any other instance in which time is spent directly with the client or working on client projects other than for matters covered by warranty as provided in the Agreement.

Priority, Premier, and Enterprise Support include an allotment of professional service man-hour as described above. For Basic Support customers, or those requiring extensive configuration, additional charges for these services exist. Except to the extent that Professional Services is included in Priority, Premier, and/or Enterprise Support purchased by Licensee, Licensee shall pay \$150 per hour for Professional Services rendered by Ecrion.

Training and consulting can be performed online or in person, with pre-approved travel and lodging incurring additional cost for onsite services. Ecrion reserves the right, after consultation with Licensee, to determine which services constitute Support and which services constitute Professional Services consistent with this Agreement.

For more information regarding professional services, consulting and training and what they entail, please contact us at info@ecrion.com.

General Technical Support Procedure

Prior to sending in any support request, users should read the [How to Contact Support page](#), which contains useful tips to ensure your questions get answered as quickly and efficiently as possible.

All technical support queries should be sent to support@ecrion.com, at which time a support ticket with a unique identifier will be created. This unique identifier will be used in all correspondence while the Support incident remains open. An automated confirmation will be sent within minutes of receipt of a new support item sent via email.

Each issue will pass through the following stages:

- The first step to troubleshoot an issue is to reproduce the issue consistently in our Support, QA, or Development environments. In many cases, we will request additional files or sample code to help us understand the problem. Ecrion will use commercially reasonable efforts to promptly reproduce the issue in its environment promptly.
 - If the request cannot be reproduced, we will request log files and other information that will help us reproduce the issue in a development environment
- Once the issue has been confirmed and reproduced, the development team will supply the technical support the Licensee's expected time frame for the fix.
 - If suitable, a work around will also be presented at this time. The technical support team will relay this information to you and provide additional notes or documentation to help.
 - If the error is triggered by invalid input, we will also send information on what is triggering the error and ways to avoid it
 - Requests for new features are planned accordingly. While we do not charge for many new features that benefit a large portion of our customers, complex or very custom requests may be executed as a custom development task, and will be agreed upon upfront with your company's representative.

In the last stage, fixes are executed in a FIFO order, with the exception of fatal production issues, which have top priority and are usually fixed in less than 24 hours. Please see the Incident Classification section for more information on how we determine incident priority.

We will use commercially reasonable efforts to deliver fixes for all items reported until Wednesday in the same week in an Evaluation Build. The target for bugs reported Thursday and after is the next week's Evaluation Build.

Evaluation Builds

- Every week (usually on Fridays) we release an Evaluation Build that will address bugs and add new features requested by our customers.
- They are called Evaluation Builds because they include fixes or new features to be tested by customers, but they are not production quality releases. You can recognize an evaluation build both by the download URL (it contains /evaluate/ in the path) and also by the extension number:
 - Full releases have .0 as a major version (8.0.1989, 9.0.8728, etc.)
 - Minor releases have .5 as a minor version (4.5.1790, 5.5.1989, etc.)
 - Evaluation builds can have everything else except .0 or .5 (8.2.1212, 5.6.1231, etc.)
- There are many factors that can affect the quality of an evaluation build. Due to the short time between builds only restricted QA can be performed.
- There is a high chance that some evaluation builds are not production ready. Please exercise caution and run regression tests before deploying to production or staging environments.

Minor and Major Releases

- For Software Products that continue to be supported by Ecrion, major releases are targeted to occur every 6 months as determined to be necessary by Ecrion in its discretion. Minor releases occur on an “as-needed” basis.
- After a release is published on our website it goes through a two week public acceptance period
 - We recommend installing a product in production environment only after it passes the public acceptance period

What happens if a bug is found in a Production Build?

- We issue a fix or a workaround. The fix is usually executed in the latest version (unless the customer uses custom builds; see below)
- Once the fix is confirmed to work, the changes will be migrated to the main minor or major release, whichever occurs first
- If the incident is severe, we will do everything to minimize the impact on the client’s systems, including executing the fix in the latest production version if possible

Incident Classification

Whenever an incident occurs, it will be assigned one of the following priorities and targeted resolution times:

Priority	Failure Description	Targeted Resolution Time
1	Fatal (no useful work can be done)	1 working day
2	Severe Impact (critical functionality materially disabled or unavailability with no workaround)	2 working day
3	Medium Impact – (Intermittent system failure of material functionality)	5 working days
4	Low Impact (affecting attributes and/or options but critical functionality not disabled)	Future releases, on justifiable basis
5	Enhancement Request	When applicable (to be provided as Professional Services)

The Resolution time is the time in which a solution, fix, or workaround is to be presented to the customer. For purposes of this Agreement, the term “working day” shall not include any U.S. banking holidays. While Ecrion will use commercially reasonable efforts to achieve the targeted resolution time, the actual time to properly diagnose the problem may vary depending on customer response to questions from Ecrion Support and the complexity of the issue, among other things. While fatal issues that occur in production environments have the topmost priority, fixes for other issues will be released following the rules described in the General Technical Support Procedure section.

