



R&K SOFTWARE LICENSE AGREEMENT

Cover Sheet

THIS SOFTWARE LICENSE AGREEMENT (“**Agreement**”) is made as of the date of the later signature below (“**Effective Date**”) by and between [Client] (“**Customer**”) and R&K Solutions, Inc. (“**R&K**”). This Agreement will include this Cover Sheet, the attached Terms and Conditions, all attached Exhibits and Order Forms, and any and all attached or incorporated policies, schedules, and/or other documents. In the event of a conflict among a term set forth in the attached Terms and Conditions, a term set forth in an Exhibit and/or Order Form, and a term set forth in an attached or incorporated policy, schedule, or other document, the term set forth in the attached Terms and Conditions will control unless the conflicting term specifically references the inconsistent term of the attached Terms and Conditions, in which case the conflicting term will control only for the limited purposes set forth in the document containing such term.

Customer Name: Client Name
Address:

Telephone:
Fax:
Email:

Address: R&K SOLUTIONS, INC.
2797 Frontage Rd. NW STE 1000
Roanoke, VA 24017

Telephone: (540) 343-7300
Fax: (540) 344-5316
Email:

CUSTOMER HAS READ AND AGREES TO THE ATTACHED TERMS AND CONDITIONS.

Client Name

R&K Solutions, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TERMS AND CONDITIONS

1. Software.

1.1. License Grant. Subject to the terms and conditions of this Agreement and execution by the parties of an Order Form (as defined below), R&K hereby grants to Customer and each of its Authorized Users (as defined below), a non-exclusive, non-transferable, non-assignable, non-sublicensable domestic, fully paid up, multi-site right and license, (i) to install, execute and otherwise use any of the software or other products listed in **Exhibit I** to this Agreement (“**Software**”) in connection with the administration of Customer’s organization, including the right to use any related Documentation (as defined below); and (ii) to execute and otherwise use any of the software applications or other products listed in **Exhibit II** to this Agreement (“**R&K Hosted Applications**”) in connection with the administration of Customer’s organization, including the right to use any related Documentation. Such Software and Hosted Applications are collectively referred to as the “**Licensed Programs.**” Customer shall use the Licensed Programs only for its own internal business and governmental purposes by its authorized personnel. The terms “Software”, “Hosted Applications” and “Licensed Programs” for purposes of this Agreement do not include Updates, Upgrades, fixes and patches to the Software, Hosted Applications or Licensed Programs released or deployed by R&K during the Term (as defined herein), unless otherwise expressly agreed to in the manner set forth herein or in a Hosting Agreement entered into between the parties as applicable. The parties acknowledge and agree that **Exhibit I** and/or **Exhibit II** may be amended from time to time upon the mutual written agreement of the parties. Any license to use the Licensed Programs and Documentation and/or request for support and maintenance for the Software shall become effective only upon the execution by Customer of an order form as attached hereto as **Exhibit III** (each, an “**Order Form**”). The number of concurrent access licenses granted by R&K to Customer and any other applicable license restrictions will be set forth in the applicable Order Form.

1.2. Documentation. “**Documentation**” means any copy, version or translation, in whole or in part, of the end user documentation for the Licensed Programs, whether in printed manual or electronic format.

1.3. Restrictions.

1.3.1. Customer shall not copy the Software or Documentation, except to make a reasonable number of copies solely for back up or disaster recovery purposes. Customer shall reproduce all copyright, trademark, trade secret and other proprietary notices in such copies. The back up or disaster recovery copies shall only be used to perform disaster recovery testing or if the Software becomes inoperative. Except to perform disaster recovery testing in accordance with Customer’s disaster recovery procedures, Customer shall not use the back up or disaster recovery copies of the Software for production or testing

concurrently with the use of the Licensed Programs in production or testing.

1.3.2. Without the prior express written consent of R&K, Customer shall not and shall not allow any third party (by license agreement or otherwise) to: (i) take any action that would cause the loss or abandonment of R&K’s proprietary rights in the Licensed Programs; (ii) resell, distribute, publicly display, transfer, rent, lease, lend, copy or otherwise reproduce, modify, translate, enhance, time-share, license, sublicense, electronically transmit or prepare derivative works of the Licensed Programs, in whole or in part; (iii) disassemble, decompile or reverse engineer in any way, any of the Licensed Programs; (iv) otherwise use in any way the Licensed Programs, in any manner not expressly authorized by this Agreement; or (v) remove, alter or otherwise obscure any proprietary rights notices appearing in the Licensed Programs.

1.3.3. If Customer orders a concurrent access license, then the number of concurrent individual users at any one time that may have access to, use, or run the Licensed Programs may not exceed the number of concurrent authorized users for whom Customer has purchased the concurrent access license.

1.4. Ownership. As between the parties, the Licensed Programs and Documentation, and any and all modifications and improvements thereto and derivative works thereof created by or on behalf of R&K, are and shall remain the exclusive property of R&K, and Customer shall have no right, title or interest therein whatsoever, except for the license granted to Customer under this Agreement. R&K reserves all rights not expressly granted herein.

1.5. Hosting Services. R&K shall provide hosting services for R&K Hosted Applications as described in **Exhibit IV** to this Agreement.

1.6. Support and Maintenance.

1.6.1 Customer may elect to purchase support and maintenance for the Licensed Programs (“**Support Services**”), the pricing of which is set forth in **Exhibit IV**. As of the Effective Date of the Agreement, the Support Services will be as set forth in this Section and **Exhibit IV** hereto, and all associated appendices, as applicable.

1.6.2 Support Services shall include delivery of Updates, Upgrades, fixes and patches to the Licensed Programs as they become available to R&K’s customer base within a reasonable period after the development or deployment of such Updates, Upgrades, fixes and patches. For the purposes of this Agreement: (i) an “**Update**” means a release of the Licensed Programs containing error corrections and/or minor enhancements, which is made commercially available by R&K, and any corrections and updates to the associated Documentation; and (ii) an “**Upgrade**”

means a modification or conversion of the Licensed Programs which is made commercially available by R&K, that adds significant new functions or substantially improves performance or capability of the Licensed Programs, including, without limitation, enhancements, alterations, revisions, releases, and new versions of the Licensed Programs other than an Update.

1.6.3 The Support Services shall also include access to telephone support in accordance with the terms of **Exhibit IV** to this Agreement.

2. Nondisclosure. During the Term of this Agreement, Customer may be exposed to certain information concerning R&K's software products and proposed new software products which are the confidential and proprietary information of R&K and not generally known to the public ("**Confidential Information**"). Customer agrees that during and after the Term of this Agreement, it will not use or disclose to the extent such information is protected from disclosure under the Minnesota Government Data Practices Act, Minn.Stat.§13.37 Subd.1(b), to any third party any Confidential Information without the prior written consent of R&K.

3. Fees.

3.1 License/Subscription Fees. In consideration of the license rights granted in Section 1 above, Customer agrees to pay R&K the license fees set forth in **Exhibit I** for the Software and the subscription fees set forth in **Exhibit II** for the Hosted Applications (collectively the "**License/Subscription Fees**"), subject to the terms set forth therein. All License/Subscription Fees shall be payable by Customer within thirty (30) days following Customer's receipt of an invoice from R&K. Customer shall pay a late charge of one and a half percent (1.5%) per month on any undisputed License/Subscription Fees not paid by the due date; provided however that, in the event of a fee dispute, if the fee dispute is resolved substantially in R&K's favor, Customer shall be charged a late charge calculated from the original due date of the invoice, namely thirty (30) days following Customer's receipt of the invoice from R&K. Unless otherwise specified in an Order, all fees are stated in and shall be paid in United States currency.

3.2 Support Fees. Customer has the option to purchase Support Services. If Customer decides to purchase Support Services, Customer will pay R&K fees for the Support Services ("**Support Fees**") as set forth herein and in **Exhibit IV**. All Support Fees shall be payable by Customer within thirty (30) days following Customer's receipt of an invoice from R&K. Customer shall pay a late charge of one and a half percent (1.5%) per month on any undisputed Support Fees not paid by the due date; provided however that, in the event of a fee dispute, if the fee dispute is resolved substantially in R&K's favor, Customer shall be charged a late charge calculated from the original due date of the invoice, namely thirty (30) days following Customer's receipt of the invoice from R&K. The Support Fees for the first year will commence on the Launch Date (as defined in **Exhibit**

IV). Following the initial Support Services Term (as herein defined), Customer may elect to purchase additional Support Services in twelve (12) month terms at R&K's then current rates. R&K will issue a quote to Customer no less than thirty (30) days prior to each anniversary of the Launch Date during the Support Services Term, which quote will state the amount of the annual Support Fees due for the applicable contract year. Customer will have an opportunity to review the quote and to work with R&K on any changes to the quote. Once the parties agree upon the quote, R&K will invoice Customer for the Support Fees. Support Services provided to support additional Software license purchases during any contract year shall be calculated on a pro-rated basis (based on the number of months remaining in the then-current contract year) and invoiced simultaneously with applicable License/Subscription Fees. The Support Fees shall remain fixed for the initial term of the Agreement.

3.3 Sales/Use Taxes. In addition to the fees payable hereunder, Customer agrees that it will be responsible for any sales, use or similar tax that is legally due from Customer to a duly authorized government authority in connection with the Licensed Programs or the provision of Support Services. Customer shall not pay any R&K taxes, including without limitation, taxes on R&K's income. R&K will include the amount of such taxes on R&K's invoice(s) to Customer and such taxes will be payable to R&K by Customer together with other sums due. All such taxes will be itemized separately on the applicable invoices and will be collected and remitted to the appropriate state or jurisdiction by R&K.

4. Warranty Provisions

4.1 Limited Warranty. R&K warrants that the Licensed Programs, for a period of thirty (30) days after delivery to Customer (the "**Warranty Period**"), will perform substantially in accordance with the Documentation when used as directed in the Documentation. R&K shall, at its expense, provide a correction or workaround for any reproducible Errors (as defined below) in the Licensed Programs that are reported by Customer during the Warranty Period and deliver an updated version to Customer. An "**Error**" shall mean a defect in the Licensed Programs that causes it not to operate substantially in accordance with the Documentation. This warranty is made solely to Customer and Customer shall be solely responsible for any warranty to, or claims by content copyright holders or other third parties concerning the performance of the Licensed Programs. This warranty will be null and void upon unauthorized modification or enhancement of the Licensed Programs by or on behalf of Customer or upon Customer's material breach of this Agreement.

4.2 Warranty Exclusions. OTHER THAN THE EXPRESS WARRANTY SET FORTH IN SECTION 4.1 OF THIS AGREEMENT, R&K DOES NOT MAKE ANY, AND DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, OR ARISING BY USAGE OF TRADE OR COURSE OF DEALING INCLUDING WITHOUT LIMITATION ANY

WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT AND NON-INFRINGEMENT. THE WARRANTY SET FORTH IN SECTION 4.1 IS EXPRESSLY EXCLUDED IN THE EVENT AN ERROR ARISES FROM MODIFICATIONS TO OR ENHANCEMENTS OF THE LICENSED PROGRAMS MADE BY OR ON BEHALF OF CUSTOMER OR FROM USE OF THE LICENSED PROGRAMS IN COMBINATION WITH CUSTOMER OR THIRD PARTY PRODUCTS, PROGRAMS, DATA OR EQUIPMENT, R&K MAKES NO REPRESENTATIONS OR WARRANTIES ON BEHALF OF ITSELF WITH RESPECT TO THIRD PARTY SOFTWARE OR EQUIPMENT AND EXPRESSLY EXCLUDES ANY AND ALL LIABILITY ARISING FROM OR RELATING TO A THIRD PARTY'S SOFTWARE AND/OR EQUIPMENT. To the extent its agreement with a vendor of third party software permits, R&K will pass through to Customer any warranty or indemnity relating to such third party software; provided, however, that R&K gives no additional or supplemental warranty or indemnity with respect thereto.

5. Exclusive Remedy and Limitation of Liability. IN NO INSTANCE SHALL R&K BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, WHETHER ARISING FROM TORT OR CONTRACT, INCLUDING LOSS OF DATA, REVENUE OR PROFITS, OR ANY OTHER INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE LICENSED PROGRAMS, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF R&K HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT MAY ANY ACTION BE BROUGHT AGAINST R&K ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES, DETERMINED WITHOUT REGARD TO WHEN THE CUSTOMER SHALL HAVE LEARNED OF THE DEFECT, INJURY OR LOSS. R&K SHALL NOT IN ANY EVENT BE LIABLE FOR MORE THAN THE AMOUNT PAID BY THE CUSTOMER TO R&K FOR THE LICENSE OF THE LICENSED PROGRAMS UNDER THIS AGREEMENT OR THE AMOUNT PAID BY THE CUSTOMER FOR SUPPORT SERVICES DURING THE SUPPORT SERVICES TERM IN WHICH THE LIABILITY AROSE (WHETHER IN EACH CASE SUCH LIABILITY ARISES FROM ANY PROVISION OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO SECTION 6 HEREOF, BREACH OF WARRANTY, BREACH OF THIS AGREEMENT OR OTHERWISE, AND WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY) EXCEPT FOR R&K'S UNAUTHORIZED DISCLOSURE OF CUSTOMER'S NONPUBLIC DATA.

6. Indemnification. Subject to the limitations set forth in Section 5 of this Agreement, R&K agrees to defend, indemnify, and hold Customer harmless against any third party claims for loss,

damage, liability, or expense, including but not limited to reasonable attorneys' fees (each a "**Claim**") based on or related to allegations that the Licensed Programs infringe any U.S. patent or copyright or misappropriate any trade secret of any third party. R&K will have no obligation under this Section 6 as to any Claim unless: (a) Customer provides R&K with prompt written notice of any such Claim; (b) Customer provides R&K with sole control of the defense (provided however that, Customer may retain its own counsel in defense of the Claim at its sole cost and expense) and settlement of any such Claim; and (c) Customer provides R&K with all reasonable assistance in the defense and settlement of any such Claim, at R&K's sole expense. If Customer's use of the Licensed Programs under the terms of this Agreement is, or in R&K's opinion is likely to be, enjoined due to the type of claim specified in this Section, then R&K shall at its sole option and expense either: (i) procure for Customer the right to continue using such Licensed Programs under the terms of this Agreement; (ii) replace or modify such Licensed Programs so that they are non-infringing; or (iii) if options (i) and (ii) above cannot be accomplished by commercially reasonable means despite R&K's reasonable efforts, then R&K may terminate this Agreement and will refund any prepayment Fees for License, Subscription and Support, not received or used by Customer from the date of termination to the end of the prepaid Term. R&K will have no obligation under this Section with respect to any Claim to the extent it arises from: (1) any unauthorized modifications or enhancements to the Licensed Programs; (2) use of the Licensed Programs in combination with other products, programs, data or equipment; or (3) use of an allegedly infringing version of the Licensed Programs, if the claim could be avoided by the use of a different version of the Licensed Programs made available to Customer by R&K. THIS SECTION SETS FORTH R&K'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT OR OTHER PROPRIETARY RIGHT.

7. Relationship of Parties. R&K is an independent contractor and nothing contained in this Agreement shall be construed to constitute either party as a partner, joint venturer, co-owner, employee, or agent of the other party, and neither party shall hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both R&K and the Customer that each shall remain an independent contractor responsible for its own actions.

8. Assignment. Customer shall not assign, transfer or otherwise dispose of this Agreement or its rights, duties or obligations arising hereunder in whole or in part to any individual, corporation or other entity without the prior written consent of R&K.

9. Term. This Agreement shall be effective as of the Effective Date and shall continue in full force and effect until the expiration date set forth in **Exhibit III**, as applicable, subject to earlier

termination pursuant to this Agreement (the “**Term**”). With respect to the Support Services only, the applicable term (the “**Support Services Term**”) will be effective as of the Launch Date and will expire on the date set forth in **Exhibit IV**, unless Customer, at its option, agrees to renew the Support Services Term. For avoidance of doubt, Customer shall have the right to renew the Support Services Term for so long as the licenses granted under this Agreement remain in effect and all provisions of this Agreement relating to support will remain in full force and effect for the duration of the Support Services Term. R&K shall be entitled to (i) suspend the license rights granted in Section 1 above and the Support Services in the event that Customer fails to pay the undisputed License/Subscription Fees hereunder when due, and (ii) suspend the Support Services in the event that Customer fails to pay the undisputed Support Fees hereunder when due.

10. Event of Termination. Either party may terminate this Agreement if the other party commits a material breach of this Agreement and does not cure such breach within thirty (30) days after receipt of written notice given by the other party.

Upon termination of this Agreement pursuant to this Agreement, all further rights and obligations of the parties shall cease, except that the parties shall not be relieved of (i) their respective obligations to pay any moneys, License/Subscription Fees or Support Fees incurred (in whole or part), due or which become due to the date of termination, and (ii) any other respective rights and obligations under Sections 1.3.2, 1.4, 2, 5, 6, 10, 12, 15, 16 and 17.

11. Force Majeure. If the performance of any obligation (other than payment and confidentiality obligations) under this Agreement is prevented, restricted or interfered with by reason of war, revolution, civil commotion, acts of public enemies, blockade, embargo, strikes, outage of the Internet, law, order, proclamation, regulation, ordinance, demand, or requirement having a legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this Section 11, which is beyond the reasonable control of the party affected, then the party so affected shall, upon giving prior written notice to the other party, be excused from such performance to the extent of such prevention, restriction, or interference, provided that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed.

12. Applicable Law. Any claim or controversy relating in any way to this Agreement shall be governed and interpreted exclusively in accordance with the laws of the State of Minnesota and the United States without regard to the United Nations Convention on Contracts for the International Sale of Goods. Any mediation in connection with this Agreement shall be conducted

in Roanoke, Virginia, United States of America. In addition, R&K and the Customer acknowledge and agree that the state and federal courts located in the City of St. Paul, Minnesota, United States of America shall have exclusive jurisdiction in any action or proceedings with respect to this Agreement.

13. Partial Illegality. If any provision of this Agreement or the application thereof to any party or circumstances shall be declared void, illegal or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law. In such event, the parties shall use their best efforts to replace the invalid or unenforceable provisions by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision.

14. Waiver of Compliance. Any failure by any party hereto to enforce at any time any term or condition under this Agreement shall not be considered a waiver of that party’s right thereafter to enforce each and every item and condition of this Agreement.

15. Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be sent to the respective parties at the addresses set forth on the Cover Sheet of this Agreement, or to such other addresses as may be designated by the parties in writing from time to time in accordance with this Section 15, by registered or certified air mail, postage prepaid, or by express courier service, service fee prepaid, or by telefax with a hard copy to follow via air mail or express courier service in accordance with this Section 15. All notices shall be deemed received (i) if given by hand, immediately, (ii) if given by air mail, five (5) business days after posting, (iii) if given by express courier service, three (3) business days after delivery to courier service, or (iv) if given by telefax, upon receipt thereof by the recipient's telefax machine as indicated either in the sender's identification line produced by the recipient's telefax machine or in the sender's transmission confirmation report as produced electronically by the sender's telefax machine.

16. Export Control. Customer shall not export or re-export, or allow the export or re-export of the R&K Software, without complying with all applicable export laws, restrictions, national security controls, and regulations of the United States and all applicable foreign agencies and authorities and will indemnify, if requested, R&K for any failure.

17. End User Agreement. In order to utilize the Software, individuals properly authorized by Client to access the Software (“End Users”) enter into an End User License Agreement with R&K. Notwithstanding any language to the contrary contained in the End User License Agreement, R&K covenants and agrees that the End User License Agreement sections identified in **Exhibit V** shall be interpreted and enforced as provided in that Exhibit.

EXHIBIT I

SOFTWARE/PRODUCT (CLIENT HOSTED) PRICE LIST

In accordance with Section 1 of the Agreement, R&K agrees to make available to Customer licenses to the following Software or other products at the prices set forth herein:

EXHIBIT II

R&K HOSTED APPLICATIONS

In accordance with Section 1 of the Agreement, R&K agrees to make available to Customer licenses to the following Hosted Applications or other products at the prices set forth herein:

The following applies only to GoRPM as an R&K hosted solution provided as Software as a Service.

GoRPM Software Subscription: R&K shall host and make GoRPM, its geospatial real property management software, available to the Customer through an annual (12-month) subscription.

Data Storage: R&K shall provide a base allocation of 100 GB for storage of Customer data on its servers with the software subscription. The Customer may purchase additional storage in 50 GB increments. All data shall belong to Customer and may be provided upon termination of the Software subscription.

Hosting Environment Service Availability: R&K shall provide for ninety-nine percent (99%) monthly Service Availability (as defined hereafter) for those components of the service within R&K's direct control, where "available" is defined as a GoRPM user being able to establish a connection to the Hosting Service. "Availability" percentage shall be calculated as follows:

Service Availability = $[(N - \text{Number of Hours Service is "down"}) \div N] \times 100\%$

Where "N" is the total number of hours in any give calendar month.

Excluded Downtime: Specifically excluded from "N" in this calculation and exceptions to the level of Availability provided are: (a) scheduled maintenance; (b) network or service upgrades; (c) issues associated with Customer's internal network, Internet provider and/or applications; (e) issues arising from the misuse by Customer's employees, agents, customers or contractors; (f) intentional shutdowns due to emergency intervention initiated during security incidents; and/or (g) reasons of Force Majeure.

Scheduled Maintenance Window: R&K has established maintenance windows between 8:00 PM Friday and 6:00 AM Monday Eastern Time. During this time, R&K may take down a Customer's service(s) to conduct routine maintenance checks. If Customer's Service(s) will be down for more than thirty (30) minutes within this window, R&K will so advise Customer at least forty-eight (48) hours prior to any proposed maintenance. R&K will not be responsible for any damages or costs incurred by Customer, if any, for scheduled down time, or for use of GoRPM beyond its intended purpose and expressed limits of service availability. R&K may change its maintenance window upon prior written notice to Customer.

State of Minnesota will make reasonable efforts to maintain security frameworks for account management which adhere to FedRAMP Moderate security controls, as determined by the Customer.. FedRAMP Moderate controls, which are subject to periodic update, are described in the Moderate Baseline Controls tab of the FedRAMP Security Controls Baseline spreadsheet located at https://www.fedramp.gov/assets/resources/documents/FedRAMP_Security_Controls_Baseline.xlsx. Customer Responsibilities in the table below are presented as guideline controls the Customer is advised to use in order to meet and maintain FedRAMP Moderate security controls.

Ref #	Customer Responsibility	Controls Reference
1	Customers are responsible for account management of their GoRPM instance once initial credentials have been provisioned. Contractors and foreign national user accounts must be uniquely identified based upon their status, to be clearly differentiated by cursory visual inspection.	AC-2, AC-2 (5), AC-3
2	Customers are responsible for ensuring information processed, transmitted or stored within the GoRPM system are within the system categorization of FedRAMP Moderate.	RA-2

EXHIBIT III

ORDER FORM

This Order Form is entered into pursuant to the R&K Software License Agreement between R&K Solutions, Inc. and [CLIENT] (“**Customer**”), dated as of _____, 20__ (the “**Agreement**”). Except as otherwise specified herein, all of the terms and conditions set forth in the Agreement shall apply to the purchase by Customer of licenses to the Software and Hosted Applications and Support Services set forth herein. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement. Unless otherwise specified herein, all such Software and Hosted Applications shall be licensed at the rates set forth in **Exhibit I** to the Agreement for the Software and **Exhibit II** to the Agreement for the Hosted Applications, and Support Services shall be provided at the rates set forth in **Exhibit IV** to the Agreement.

Payment is due within 30 days after the Launch Date.

The subscription will include the Support Services described in **Exhibit IV**.

1. Customer Hosted Software/Products Ordered:

Expiration Date of License for Software/Products: _____

2. R&K Hosted Applications Ordered:

Expiration Date of License for Hosted Applications: _____

3. Support and Maintenance Services Ordered: Support and Maintenance is described in **Exhibit IV**.

R&K SOLUTIONS, INC.

CUSTOMER

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT IV

SUPPORT SERVICES

Term: The initial Support Services Term shall be twelve (12) months commencing on _____, 20__ (the “**Launch Date**”). The Launch Date is the date upon which the Software is first made available to Customer on a commercial basis, excluding any alpha tests or beta tests conducted by Customer prior to such commercial launch.

Standard Support: R&K shall provide Updates, Upgrades, fixes and patches to the GoRPM Applications as they become available to R&K’s customer base within a reasonable period after the development or deployment of such Updates, Upgrades, fixes and patches. R&K shall also provide telephone support on business days and excluding holidays Monday through Friday 8 AM – 5 PM Eastern Time, unless otherwise agreed to and documented. Telephone support is for reporting and troubleshooting purposes only, and does not include remedying or providing workarounds for problems with the Client Hosted Applications or custom code development.

The following applies only to GoRPM as a R&K hosted solution.

Standard Support is included with the annual GoRPM software subscription, at no additional cost to the Customer. Support services outside of the express terms of this Agreement must be separately agreed upon in writing and shall be at R&K’s prevailing rates plus reasonable expenses, for those reasonable expenses agreed to in advance by Customer.

The following applies only to GoRPM as a Customer hosted solution.

Support Fee: The initial fee for the annual Support Services provided as described in this Exhibit shall be U.S. \$_____ for the initial deployment of the Software, and thereafter eighteen percent (18 %) of the total License Fees for Licenses purchased by Customer. Support Fees shall be calculated, invoiced and paid in accordance with Article 3 of the Agreement. Support services outside of the express terms of this Agreement must be separately agreed upon in writing and shall be at R&K’s prevailing rates plus reasonable expenses for those reasonable expenses agreed to in advance by Customer.

EXHIBIT V

END USER LICENSE AMENDED PROVISIONS

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

b. Termination. Without prejudice to any other rights, R&K Solutions, Inc. may terminate this EULA if you fail to comply with the **material** terms and conditions of this EULA. In such event, you must cease using and destroy all copies of The Product, including but not limited to backups and all of its component parts and derived works.

f. Consent to Use of Data. You agree that R&K Solutions, Inc. and its affiliates may collect and use technical information, excluding any Confidential Information, gathered as part of the product support services provided to you, if any, related to The Product. R&K Solutions, Inc. may use this information solely to improve our products or to provide customized services or technologies to you. **Confidential Information is defined as information that is protected from disclosure under the Minnesota Governmental Data Practices Act, Minnesota Statutes, Chapter 13.** R&K Solutions, Inc. may disclose this information, excluding any information that is Confidential Information, to others but not in a form that personally identifies you.

3. SOFTWARE MAINTENANCE/UPDATES.

c. New or updated versions of The Product shall be governed by the then current license terms and conditions included with The Product **to the extent such terms and conditions are not in conflict with this Agreement or in conflict with Minnesota law.**

7. NONDISCLOSURE.

Both parties recognize that the other party may obtain proprietary and/or confidential information (“Confidential Information”), **as defined in this Agreement** in the course of the business relationship defined herein. Each party therefore agrees that it will not disclose the Confidential Information of the other party to any third party (i) except as provided for in this EULA or as necessary to pursue and implement the business relationships defined herein; (ii) to its responsible employees and professional advisors with a bona fide need to know and whom are bound by agreement or law to keep such information confidential; (iii) as authorized by the other party in writing or (iv) to the extent required by applicable law, court, or government agency, provided that the receiving party promptly notifies the disclosing party thereof and cooperates with any efforts by the disclosing party **to the extent permitted by applicable law**, at the disclosing party’s expense, to limit such disclosure by means of seeking a protective order or requesting confidential treatment.

10. LIMITATION OF LIABILITY.

b. R&K SOLUTIONS, INC.’S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE GREATER OF \$50 OR THE AMOUNT PAID BY YOU FOR THE PRODUCT THAT CAUSED SUCH DAMAGE **EXCEPT FOR R&K SOLUTIONS, INC. UNAUTHORIZED DISCLOSURE OF LICENSEE’S CONFIDENTIAL DATA.**

14. GOVERNING LAW. This Agreement shall be governed by the laws of the state of **Minnesota** and the United States of America without giving effect to conflict or choice of law principles. The parties agree to exclude application of the “United Nations Convention on Contracts for the International Sale of Goods” to this Agreement. Any litigation between the parties shall be conducted exclusively in **Minnesota** state courts or the federal district courts in the **City of St. Paul, Minnesota**. The parties agree and submit to such exclusive jurisdiction and venue.

15. FURTHER INSTRUMENTS. Except as otherwise expressly provided in this Agreement, each party shall furnish to the other (and shall deliver and cause to be executed, acknowledged and delivered to the other) any further instruments, which such other party may reasonably require or deem necessary from time to time to evidence, establish, protect, enforce, defend or secure to such other party any or all of its rights hereunder or to more effectuate or carry out the purposes, provisions or intent of this Agreement. **Licensee does not agree to acknowledge, agree to, or execute any further instruments that are in conflict with Minnesota law, obligate Licensee to additional liability or payments, or are not in the best interest of Licensee.**