**SOFTWARE LICENSE AGREEMENT**

This Software License Agreement ("Agreement") is entered into, to be effective as of the last signature below (“Effective Date”), by and between Customer Legal Name (“Customer”), with its principal place of business located at Customer Address and its Affiliates (collectively referred to as “Customer”), and ZynBit.com, Inc. (referred to as “ZYNBIT” or “Licensor”), with its principal place of business located at 3124 Zebulon Rd, Rocky Mount, NC 27804.

**1. Definitions.**

Affiliate: means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights or controls or is under common control with that legal entity. “Control” means the direct or indirect possession of the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by contract or otherwise. Any such company shall be considered an Affiliate for only such time as such interest or control is maintained.

Documentation: means any supporting technical documentation provided by ZYNBIT with the Software to Customer.

Authorized User; Authorized Uses: means any current or future Customer employees, Customer’s Affiliates and Customer

Affiliate’s employees together with their agents, subcontractors, contractors or other users associated with Customer and its’ Affiliates who shall require access to or use of the Software in connection with the business of Customer (each, an “Authorized User”).

Software: means the ZYNBIT software product(s) provided in connection with this Agreement in object code form. “Software” shall also include any Support and Maintenance Services releases provided under this Agreement. Unless otherwise noted, the Software and Documentation are referred to collectively herein as “Software”.

**2. ZYNBIT Software Products.**

2.1 ZYNBIT Software. In order to use the Software under this Agreement, Authorized Users must activate and/or be registered with the customer’s account, which licensor shall provide to the Authorized Users in accordance with the scope of use terms set forth in this Agreement and in the Documentation for the Software available on the ZynBit knowledgebase located at http://www.zynbit.com/zynbit-knowledge-base/.

2.2 ZynBit Client (“**Client Software**”). Intentionally left blank.

2.3 Evaluation Version (“**Evaluation Version**”). Intentionally left blank.

**3. License**.

3.1 Grant of License. Subject to all of the terms and conditions of this Agreement, and except as set forth in Section 6 (“Term of Agreement”) ZYNBIT grants Customer and its’ Authorized Users a limited, worldwide, transferable, non-sublicensable, royalty-free, non-exclusive, irrevocable, license during the Term of this Agreement to use, install and operate the Software, but only in accordance with (i) the Documentation, (ii) the restrictions in Section 2 (ZYNBIT Software Products), and (iii) the number of Authorized Users on the platforms and configurations as specified in this Agreement.

3.1.1 Changing Number of Authorized Users. Intentionally left blank.

3.2 Electronic Delivery. Intentionally left blank.

3.3 License Restrictions. Customer shall not (and shall not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer the Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions); (b) distribute, sell, sublicense, rent, lease or use the Software for time sharing, hosting, service provider or like purposes, except as expressly permitted under this Agreement; (c) remove any product identification, proprietary, copyright or other notices contained in the Software; (d) modify any part of the Software, create a derivative work of any part of the Software, or incorporate the Software into or with other software, except to the extent expressly authorized in writing by ZYNBIT; (e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software; (f) utilize any equipment, device, software, or other means designed to circumvent or remove any form of Product Key or copy protection used by ZYNBIT in connection with the Software, or use the Software together with any authorization code, Product Key, serial number, or other copy protection device not supplied by ZYNBIT; (g) use the Software to develop a product which is competitive with any ZYNBIT product offerings; and, (h) use unauthorized Product Keys or keycode(s) or distribute or publish keycode(s) except as may be expressly permitted by ZYNBIT in writing.

**4. Ownership**. Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, ZYNBIT and its suppliers have and will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software and all copies, modifications and derivative works thereof (including any changes which incorporate any of your ideas, feedback or suggestions). You acknowledge that you are obtaining only a limited license right to the Software and that irrespective of any use of the words “purchase”, “sale” or like terms hereunder no ownership rights are being conveyed to you under this Agreement or otherwise.

**5. Pricing and Payment Terms**. Licensor will only charge Customer the fees associated with the Software licensed and any services purchased, as provided for and in accordance with Exhibit A (Annual License and Support Fee). The annual license subscription fee and the Support Fee shall be due upon the initial go-live date as determined by Customer’s first electronic download of the Software; however, provided that Customer is in receipt of Licensor’s undisputed invoice and such invoice includes the appropriate purchase order number. Future payments of the Annual License and Support Fee shall be due and payable upon the anniversary date of each Annual Term and upon Customer’s receipt of Licensor’s quote detailing the then-current Annual License and Support Fee. Such quote to be received no later than ninety (60) days prior to the end of the then-current Annual Term. Any price increases, if any, in the Annual License and Support Fee shall: (i) not exceed 3% per over the prior year’s price, (ii) occur only once per Annual Term; and (iii) take effect on the commencement date of the next Annual Term. All payment terms are net thirty (30) days of Customer’s receipt of an undisputed invoice provided such invoice(s) include the appropriate purchase order number. Licensor will invoice annually unless provided otherwise in Exhibit A, as applicable, and all payments shall be invoiced and paid in the currency set forth in the applicable Exhibit A. All invoices must be mailed directly to:

Company:

Billing Email Address:

For Billing Questions contact Shared Services Department at:

Email:

Phone:

Except as expressly set forth herein, all fees are non-refundable once paid, unless otherwise indicated on the applicable invoice.

5.1 Taxes. Each party shall be responsible for its own taxes.

**6. Term of Agreement.**

6.1 Term. This Agreement commences on the Effective Date and expires three (3) years thereafter (the “Initial Term”), and thereafter will automatically renew for successive one (1) year terms (“Annual Term”) unless either party gives the other written notice of its intention not to renew at least thirty (30) days prior to the expiration date of the then-current term. Collectively, the Initial Term and Annual Terms are referred to as the “Term.”

6.2 Termination.

6.2.1 Either party may terminate this Agreement if the other party (a) fails to cure any material breach of this Agreement within sixty (60) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days). Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

6.2.2 Termination for Convenience.Customer shall have the right to terminate this Agreement for any reason at any time upon thirty (30) days prior written notice t Licensor.

6.2.3 Effects of Termination. Upon any expiration or termination of this Agreement, Licensor shall cease all activity related to this Agreement and Customer shall cease to receive software updates, enhancements, new releases, software support, or access to software related knowledge sources.

6.3 Survival. All sections of this Agreement that by their nature should survive termination will survive termination or expiration, including, without limitation, Sections 4 (Ownership), 5 (Payment), 6 (Term of Agreement), 7 (Limited Warranties and Disclaimer), 9 (Limitation of Remedies; Indemnification and Damages), 10 (Confidential Information), and 12 (General).

**7. Limited Warranties and Disclaimer.**

7.1 Representations and Warranties by Licensor. Licensor represents and warrants the following:

7.1.1 Licensor warrants that it has the right to grant the licenses hereunder.

7.1.2 The Software shall be free from any defects in material and workmanship.

7.1.3 Licensor warrants that all services provided will be performed accurately, with promptness and diligence and executed in a professional and workman-like manner by qualified and skilled individuals in accordance with the practices and professional standards used in well-managed operations performing similar services.

7.1.4 Licensor warrants that no data loss will result from such items if present in the Software when delivered to Customer hereunder.

7.1.5 At the time of Delivery to Customer, the Software shall be free of any harmful or hidden programs or data incorporated therein with malicious or mischievous intent (collectively, the “Virus”).

7.2 Limited Warranty. ZYNBIT warrants that for a period of ninety (90) days from Delivery (the “Warranty Period”) the Software shall operate in substantial conformity with the Documentation. Except as otherwise expressly set forth in this Agreement, ZYNBIT does not warrant that use of the Software will be uninterrupted or error-free or that any security mechanisms implemented by the Software will not have inherent limitations. ZYNBIT’s sole liability (and Customer’s exclusive remedy) for any breach of this warranty shall be, in ZYNBIT’s sole discretion, to use commercially reasonable efforts to provide Customer with an error-correction or work-around with equal or greater functionally which corrects the reported non-conformity, or if ZYNBIT determines such remedies to be impracticable within a reasonable period of time, to refund the license fee paid for the applicable Software. ZYNBIT shall have no obligation with respect to a warranty claim unless notified of such claim within the Warranty Period.

7.3 Exclusions. The above warranty shall not apply: (i) if the Software is used with hardware or software not specified in the Documentation; (ii) if any modifications are made to the Software by Customer or any third party within Customer’s control except, as directed by Licensor; or (iii) to defects in the Software that occur after Delivery due to accident, abuse or improper use caused solely by Customer and which is in non-compliance with the Documentation provided to Customer.

7.4 Disclaimer of Warranties. THIS SECTION 7 IS A LIMITED WARRANTY AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, THE SOFTWARE AND ALL SERVICES ARE PROVIDED “AS IS”. NEITHER ZYNBIT NOR ITS SUPPLIERS MAKE ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD.

**8. Support & Maintenance**. Subject to the terms and conditions of this Agreement, and at no additional charge, Licensor will provide to Customer the support and maintenance services specified in Exhibit A (Annual License and Support Fee) (“[Support and](http://www.tableausoftware.com/support/services) [Maintenance Services”)](http://www.tableausoftware.com/support/services).

8.1 Training.At no additional charge,Licensor will provide the training specified inExhibit A (Annual License and Support Fee). Licensor shall make available sufficient personnel experienced and qualified to train Customer’s personnel in the proper operation of the Software, with such training to be scheduled at mutually agreeable times.

**9. Limitation of Remedies; Indemnification and Damages.**

9.1 BUT FOR: (1) ZYNBIT’S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.4, (2) EITHER PARTY’S BREACH OF SECTION 10 (CONFIDENTIAL INFORMATION), OR (3) DAMAGES INCURRED BY A PARTY AS A RESULT OF THE OTHER PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR COSTS OF COVER), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

9.2 BUT FOR: (1) ZYNBIT’S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.4, (2) EITHER PARTY’S BREACH OF SECTION 10 (CONFIDENTIAL INFORMATION), (3) DAMAGES INCURRED BY A PARTY AS A RESULT OF THE OTHER PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (4) LICENSOR’S WARRANTIES OBLIGATIONS HEREUNDER, OR (5) CUSTOMER’S BREACH OF SECTION 3.5 (LICENSE RESTRICTIONS), BOTH PARTIES’ ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE OF THREE (3) TIMES THE TOTAL LICENSE AND SUPPORT FEE PAID OR PAYABLE UNDER THIS AGREEMENT.

9.3 The parties agree that the limitations specified in this Section 9 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose

9.4 ZYNBIT Indemnification: Subject to this Section 9, ZYNBIT shall indemnify, defend, and hold Customer and its officers, directors, employees and agents harmless from and against any liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (collectively, “Claims”), including reasonable attorneys’ fees, costs, and expenses incidental thereto, arising out of or relating to any Claims by a third party based on: (i) any actual or alleged breach of Licensor’s representations, warranties or covenants set forth in this Agreement; (ii) a claim alleging that the Software licensed hereunder (in each case as provided by ZYNBIT) infringes or misappropriates any copyright, US or foreign patent right, copyright, trademark, service mark, trade secret right, or other intellectual property right. In the event that the Software is, or in ZYNBIT’s sole opinion is likely to be, enjoined or subject to a Claim, ZYNBIT, at its option and expense, may (a) replace the Software with functionally equivalent non-infringing Software or (b) obtain a license for Customer’s continued use of the Software, or, if the foregoing alternatives are not commercially reasonably available to ZYNBIT (c) terminate this Agreement and refund any sums prepaid for the unused Term, if any. Notwithstanding the above, ZYNBIT shall have no liability for any Claim which: (i) pertains to any Software that has been altered or modified without ZYNBIT’s prior written approval, unless directed by authorized representative of Licensor; (ii) is based on use of the Software in conjunction with any item not provided by ZYNBIT, unless such use is shown to constitute the infringement when not used in conjunction with the item not provided by ZYNBIT; (iii) pertains to any unauthorized use of the Software contrary to the Documentation; (iv) pertains to an unsupported release of the Software, provided ZNYBIT offered such update or upgrades without charge; or, (v) pertains to any software not provided by ZYNBIT. THIS SECTION 9.4 SETS FORTH ZYNBIT’S SOLE LIABILITY AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

9.5 Defense, Procedure: For all Claims described in Section 9.4: (a) ZYNBIT shall be entitled to control the defense or settlement of any Claim, provided that: (a) ZYNBIT shall permit Customer to participate in the defense and settlement of such Claim, at its own expense, with counsel of its choosing; (b) ZYNBIT shall not enter into or acquiesce to any settlement containing or requiring any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of Customer (other than ceasing use of the Software and Support and Maintenance Services) or which would otherwise adversely affect Customer, then such settlement shall require Customer’s prior written consent, which consent will not be unreasonably withheld; and, (b) Customer shall provide ZYNBIT with prompt written notice of any Claim brought against Customer, together with copies of all related court documents involving such Claim. Customer’s failure to provide prompt notice shall not relieve ZYNBIT of any liability under Section 9.4 unless ZYNBIT is materially prejudiced by such failure, in which case ZYNBIT shall have no obligation under Section 9.4 with respect to such Claim. Customer shall provide ZYNBIT with such information, assistance and cooperation for the defense of such Claims as ZYNBIT reasonably requests, provided that ZYNBIT shall reimburse Customer for all reasonable out-of-pocket costs incurred by Customer (including, without limitation, reasonable attorneys’ fees and expenses) in providing such cooperation.

**10. Confidential Information**. Each party agrees that all code, inventions, know-how, business, technical and financial information it obtains (“Receiving Party”) from the disclosing party (“Disclosing Party”) constitute the confidential property of the Disclosing Party (“Confidential Information”), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any software, documentation or technical information provided by ZYNBIT (or its agents), performance information relating to the Software shall be deemed Confidential Information of ZYNBIT without any marking or further designation. Any information, including, but not limited to, content, calculations, materials, data, books, charts, documents, papers, reports, records, samples, logos, intellectual property, that Customer or its Affiliates and Authorized Users provide to Licensor in the course of using the Software as well as any and all data stored by Customer, its Affiliates, or its Authorized Users in the Software and any and all data generated, derived from or compiled from or in using such Software (including without limitation any stored by Authorized Users in the Software) shall be deemed Confidential Information of Customer without any markings or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party’s nondisclosure obligation shall not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by the Receiving Party; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party and only as permitted by law or regulation).

10.1 Ownership of Confidential Information. The Confidential Information of the disclosing party is and shall remain the property of such party. Licensor shall have no right to use any Customer Confidential Information except for the sole purpose of and only to the extent necessary for Licensor to provide the Software.

10.2 Cooperation to Prevent Disclosure of Confidential Information. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

10.3 Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that the breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, each party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, at the sole election of the receiving party, the immediate termination, without penalty to the same, of this Agreement in whole or in part.

10.4 Surrender of Confidential Information Upon Termination. Upon termination of this Agreement, each party shall immediately return to the other party all copies, in whatever form, of any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party’s possession, custody, or control.

**11. Compliance with Laws.** Licensor represents and warrants that Licensor shall comply, and that all services shall be performed in compliance, and all Software shall be delivered in compliance, with all applicable laws and regulations (including without limitation the applicable laws, regulations, orders and policies of the U.S. government and any other jurisdiction in which Licensor Software is provided or services are performed), including, without limitation to any laws and regulations related to anti-corruption, import/export, labor, employment, anti-discrimination, anti-harassment, anti-slavery, human trafficking, freedom of association, health and safety, environmental protection, hazardous substances, pollution, waste management, recycling and intellectual property. Licensor has not taken, and shall not take, any action that would subject Customer or any of its affiliated companies to any liability or penalty under any applicable law or regulation. Licensor has not, and shall not, directly or indirectly, make any offer, promise, authorization or payment of anything of value for the purpose of securing discretionary action or inaction or a decision of a government official or any improper advantage.

**12. General.**

12.1 Assignment. This Agreement will bind and inure to the benefit of each party’s permitted successors and assigns. Customer may assign this Agreement to any Customer Affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Customer’s assets or voting securities, provided that: (i) Customer gives prompt written notice of such assignment to ZYNBIT; (ii) the assignee is capable of fully performing Customer’s obligations under this Agreement; and (iii) the assignee agrees to be bound by the terms and conditions of this Agreement. ZNYBIT may not assign this Agreement without prior written consent of Customer. Any attempt to transfer or assign this Agreement without such written consent will be null and void.

12.2 Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

12.3 Governing Law; Jurisdiction and Venue. This Agreement is governed by the laws of the State of North Carolina and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction. The jurisdiction and venue for actions related to the subject matter hereof shall be the state of the plaintiff party and United States federal courts located in that state, and both parties hereby submit to the personal jurisdiction of such courts.

12.4 Attorneys’ Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys’ fees and costs in connection with such action.

12.5 Notices and Reports. Any notice or report hereunder shall be in writing. If to ZYNBIT, such notice or report shall be sent to ZYNBIT at PO Box 98521 Raleigh NC 27624 to the attention of “Legal Department”. If to Customer, such notice or report shall be sent to the addresses below. Notices and reports shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered U.S. mail (return receipt requested); or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.

Customer:

Company:

Billing Email Address:

For Legal Questions contact Shared Services Department at:

Email:

Phone:

12.6 Entire Agreement. This Agreement, including its exhibits, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any Exhibit, the terms of this Agreement shall prevail. Any different or additional terms or conditions in any purchase orders, pre-printed forms, invoices, order acknowledgements, or in either party’s website agreements (including, without limitation, any terms or conditions subject to an accept button or other similar means of indicating acceptance), or in any other documents or agreements issued by either party shall be deemed null and void unless the parties have expressly agreed otherwise in a writing signed by authorized representatives of both parties.

12.7 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plans to resume performance.

12.8 Press Releases. Neither party shall use any name, trademark, logo, and/or trade name of the other party in any press release, listing on a web-site, or any other publicity, presentation or publication regarding this Agreement or any part thereof without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have caused this Software License Agreement to be executed by their duly authorized representatives and made effective as of the Effective Date set forth herein.

**Customer Legal Name**

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

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

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

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

**ZynBit.com, Inc.**

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

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

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

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

**EXHIBIT A**

**Annual License and Support Fee**

During the Term of the Agreement, Licensor will deliver to Customer certain Software and services at a fixed fee as specified in this Exhibit A.

**A. PRICING:** Customer will be charged the fees in the table below.

License Count: Initial count of 4,200. For operational flexibility, customer reserves the right to increase the count without incurring additional fees; unlimited volume.

Cost: $360,000 billed annually

Subscription Start Date: 7/1/2018

**B. DESCRIPTION OF PRODUCT:**

* ZynBit features include Salesforce Sidebar for Outlook, Calendar Sharing, Email & Web visitor tracking, Calendar Sync’ing and Mobile integration with Outlook for iOS and Android.

**C. TERM:** The term of each license will co-terminate at the conclusion of the annual period of the Term of the Agreement in which the corresponding Software was first Delivered (“**Initial License Term**”). The Initial License Term will automatically renew thereafter unless a party gives notice not to renew at least thirty (30) days prior to the expiration of the then-current license term. The fees in Exhibit A shall apply to any such renewal(s), unless otherwise agreed to in an amendment to the Agreement.

**D. NUMBER OF PERMITTED COPIES:** One (1)per Authorized User.

**E. UPDATES:** Licensor will provide Customer with all new releases, upgrades, modifications, and enhancements to the Software that may occur during the Term.

**F. SUPPORT SERVICES:**

1. **Tech Support** – For the duration of the Term and at no additional charge, ZynBit will assist Authorized User to deploy the Software in their devices. This support will be provided remotely via chat, email and phone, in accordance with Attachment 1 (Support Guidelines) to this Exhibit A.
2. **Training** – ZynBit will make available, once during the Initial Term, the following training to Authorized Users:

* Documentation & FAQ’s for customization
* Support in the Development of a customized recorded training video for advisors
* 24 hour web access to Knowledge Base, Training Materials and ZynBit Videos

**ATTACHMENT A-1**

**SUPPORT GUIDELINES**

We strive to support a highly-available, scalable and dependable solution. ZynBit support defines and measures certain service level objectives (SLOs) to easily incorporate into your existing corporate service frameworks. Providing these simple and measurable objectives presents your internal business users and IT departments with a transparent framework for understanding how ZynBit customer success & support will work with you. Our primary inbound support communications are automated error logging, online chat – [www.zynbit.com/help](http://www.zynbit.com/help), and email support [help@zyinbt.com](mailto:help@zyinbt.com).

ZynBit Support Team Location & Availability

We are available 24 hours a day/7 days a week to respond to production down severity level (S0) support cases.

Regular support hours are 8am to 6pm US EST 5 days a week for all other severity level (S1, S2, S3) support cases. Support tickets can be filed anytime using [help@ZynBit.com](mailto:help@zynbit.com). Please note, weekend support is only available for S0 support cases and response/resolution time is in US EST time zone.

Severity of Support Case

|  |  |  |  |
| --- | --- | --- | --- |
| **Severity Level** | **Description** | **Target Response Time**  **[US EST]** | **Target Resolution Time**  **[US EST]** |
| **S0: No Access to ZynBit**-System meltdown  **[24/7 Support Available]**  Phone/Remote-in | ZynBit production environment is down and none of your users can login or access ZynBit | Same Business Day | Same Business Day |
| **S1: Major Issue- Help me now**  **[12/5Support Available]**  Phone/Email/Chat | Significant functionality  is impaired for most users.  Example issues:  -Login/authentication issues  -Data uploads  -Admin access is blocked | Same Business Day | 3 Business Days |
| **S2: Normal-**  **Take a look please**  **[12/5 Support Available]**  Phone/Email/Chat | Minor functionality is impaired Example issues:  -Login/authentication issues affecting at least 1 user  -Error messages, individual failure | Same Business Day | 5 Business Days |
| **S3: Low-**  **I am surviving but need assistance**  **[24/7 Support Available]**  Email | Minor issues, information requests, new feature suggestions. | 24 Hours | 10 Business Days |

In the event after hours services are required by Customer, ZYNBIT will bill at the agreed upon hourly rate; provided, that Customer has in writing pre-authorized the after-hours services and the agreed upon hourly rate.

**Status of Support Case**

**New:** Default status assigned when a case is created.

**In Process:** Support engineer assigned and working a case.

**Waiting-Customer Response:** Action required by customer. Support is awaiting a response in order to continue troubleshooting the case.

**Resolved-Please Confirm:** Action required by customer. Support believes case is resolved and requires customer confirmation. Please note, "resolved" does not mean case closed. However, if customer does not respond after a period of time, the case will then automatically be closed.

**Resolved-Code Change Requested:** Support has filed a case with engineering for a fix/enhancement into a ZynBit production release. Please note, "resolved" does not mean case closed. Customer will be notified of resolution when code change has been scheduled for a production release.

**Closed:** Case will be marked closed upon customer confirmation.

**Service Level Definitions**

**Service Availability**: This is measured as the % of time the service is available, outside of scheduled maintenance periods.

**Scheduled Maintenance Periods:** Scheduled maintenance windows, occurring on a periodic basis.

**Cloud Service Delivery**

ZynBit uses Microsoft Azure for delivering the online aspect of its services. ZynBit’s decision to use Microsoft Azure was based in part on the need for fast, secure, scalable, redundant and reliable infrastructure for our customers. ZynBit specifically uses the Microsoft Azure App Service, details on which can be found [here](https://azure.microsoft.com/en-us/documentation/articles/app-service-value-prop-what-is/).

The following provides details of ZynBit Service Level Objectives.

Service Availability – Please refer to Microsoft Azure’s App Service SLA’s available [here](https://azure.microsoft.com/en-us/support/legal/sla/app-service/v1_3/?cdn=disable).

Regular Maintenance – From time to time ZynBit may make changes to Microsoft Azure App Service environment. These are scheduled over weekends at times planned to cause minimal to no impact to ZynBit customers.

Unplanned Maintenance – In the event of unplanned maintenance, that may directly affect ZynBit customers, ZynBit will make all reasonable effort to notify affected customers in advance of changes being made.

Disaster Recovery – For online aspects of ZynBit’s services, ZynBit makes use of the backup, redundancy and recovery capabilities provided as part of the Microsoft Azure App Services SLA’s found [here](https://azure.microsoft.com/en-us/support/legal/sla/app-service/v1_3/?cdn=disable). All ZynBit code is managed through ZynBit’s Application Development Lifecycle Management (ADLM) tools (a combination of Microsoft’s Team Foundation Server and GitHub). As such all code is automatically backed up). In the event of an application specific issue, previous software version ZynBit is able to instantly roll back to a previous version if needed and at its sole discretion.