

This Agreement is entered into between Accruent, LLC with its principal place of business at 11500 Alterra Parkway, Suite 110, Austin, TX 78758 (“Accruent”) and _____ with its principal place of business at _____ (“Client”).

The effective date of this Agreement is _____ (“Effective Date”).

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

“**Accruent Software**”: each Accruent-developed and/or Accruent-owned software product in machine readable object code (not source code) set forth on an Order Document, the Documentation for such product, and any updates thereto.

“**Agreement**”: this document and any associated Order Documents and SOW’s (defined in section 3.1).

“**Client Data**”: any data and information that Client provides, generates, transfers or makes available to Accruent under this Agreement in any format.

“**Documentation**”: the user instructions, release notes, manuals and on-line help files in the form generally made available by Accruent, regarding the use of the applicable Software.

“**Hardware**” means the hardware and equipment set forth on an Order Document.

“**License Metrics**”: the limitation on the usage of each of the SaaS Services set out in the applicable Order Document by a term such as number of leases, square footage, number of locations, reports.

“**Malicious Code**”: computer viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“**Order Document**” means the document(s), regardless of its actual name, executed by the parties which incorporates by reference the terms of the Agreement, and describes Client’s order-specific information, such as description of the SaaS Services ordered, license scope, use and restrictions, fees.

“**Professional Services**”: data conversion, implementation, site planning, configuration, integration and deployment of the SaaS Services, training, project management, assessment services and other consulting services, in each case as set forth on a Statement of Work.

“**SaaS Services**”: the provision of the Software as a service as set forth on an Order Document which is hosted by Accruent or its hosting providers and which is accessed by Client via the internet.

“**Software**”: the Accruent Software and Third Party Software.

“**Support**”: the support services for the SaaS Services which are provided under Accruent’s Support Policies (as may be amended by Accruent from time to time) in effect at the time the SaaS Services are provided. For the avoidance of doubt, Support excludes Professional Services.

“**Third Party EULA**” or “**EULA**”: the end user license agreement that accompanies the Third Party Software, is appended to the Order Document or is otherwise published by the third party supplier, and which governs the use of or access by Client to the applicable Third Party Software.

“**Third Party Software**”: software in object code form, including Documentation and updates, owned by an entity other than Accruent which are to be provided to Client by Accruent on a pass-through, reseller or OEM basis .

2. GRANT OF USE

2.1 Grant of Use: SaaS Services. Subject to the terms of this Agreement, Accruent grants to Client and its Affiliates, for the Initial Term and each Renewal Term (defined in Section 11.1), the non-exclusive, non-assignable right to access and use the SaaS Services, for Client’s and Affiliates internal business purposes. SaaS Services purchased may be accessed by or used to manage the number of License Metrics specified in the Order Document. Additional License Metrics may be purchased under an additional Order Document at the pricing in effect at the time the additional License Metrics are added, prorated for the remainder of the then-current Term. The added License Metrics shall have the same term as the then applicable Term. Fees are based on SaaS Services and License Metrics purchased and not actual usage.

2.2 Hardware.

(i) Accruent agrees to sell to Client, and Client agrees to purchase from Accruent, the Hardware set forth on the Order Documents.

(ii) Delivery of the Hardware will be made Ex Works (Incoterms 2010) Accruent’s facility (or other facility designated by Accruent) within the timeframe set forth on the applicable Order Document. In the absence of specific written instructions from Client, Accruent will select the carrier, but such carrier will not be the agent of Accruent. Title, risk of loss and/or damage to the Hardware will pass to Client on delivery to such carrier. Accruent or Accruent’s third party supplier will pack all the Hardware shipped in accordance with standard commercial practices. Client will be responsible for, and Client shall pay, all shipping, freight and insurance charges, which charges Accruent may require Client to pay in advance.

(iii) Hardware delivered to Client will be deemed accepted by Client. Hardware receives warranty coverage solely as provided by the relevant third party supplier, if any. FOR THE AVOIDANCE OF DOUBT, ACCRUENT MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO HARDWARE, AND ACCRUENT EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES WITH RESPECT TO HARDWARE, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (I) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (II) ANY WARRANTY THAT THE HARDWARE WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (III) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

2.3 SaaS Environment. Client is responsible for obtaining and maintaining at its own expense, all equipment needed to access the SaaS Services, including but not limited to Client's internet access.

2.4 Service Availability. Accruent shall make the SaaS Services available 24 hours a day, 7 days a week, except for Downtime as defined in the Service Level Attachment which is attached hereto and incorporated by reference herein.

Client acknowledges that Accruent does not control the transfer of data over telecommunications facilities, including the Internet. Accruent does not warrant secure operation of the SaaS Services or that it will be able to prevent third party disruptions of such Services. Client acknowledges further that the SaaS Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Accruent is not responsible for any delays, delivery failures, or other damage resulting from such problems.

2.5 Support Services. Subject to Client's payment of applicable SaaS Services fees, Accruent will provide to Client the Support services.

2.7 Backups and Restoration Services. Provided Client is not otherwise in breach of the Agreement, Accruent will provide backup copies and/or database restoration, upon written request and subject to Client's payment of applicable fees for such service (a then-current fee schedule will be provided upon request).

2.8 Passwords; Security. Client is responsible for (i) maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user and (ii) any and all activities that occur under Client's account. Client agrees to immediately notify Accruent of any unauthorized use of Client's account or any other breach of security known to Client. Accruent shall have no liability for any loss or damage arising from Client's failure to comply with these requirements. Accruent will maintain Client passwords as confidential and will not disclose them to third parties.

2.9 Client Data. Client shall be responsible for the accuracy, quality, integrity and legality of Client Data and of the means by which it acquired Client Data.

2.10 Acceptable Use. Client acknowledges and agrees that Accruent does not monitor or police the content of communications or data of Client or its users transmitted through the SaaS Services, and that Accruent shall not be responsible for the content of any such communications or transmissions. Client shall use the SaaS Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Client agrees not to post or upload any content or data which (i) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (ii) contains Malicious Code; (iii) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (iv) otherwise violates any applicable law. Client further agrees not to interfere or disrupt networks connected to the SaaS Services, not to interfere with another entity's use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the SaaS Services. Accruent may remove any violating content posted on the SaaS Services and/or Training Services or transmitted through the SaaS Services, without notice to Client. Accruent may suspend or terminate any user's access to the SaaS Services upon notice in the event that Accruent reasonably determines that such user has violated the terms and conditions of this Agreement.

2.11 Security. Accruent will maintain the SaaS Services at either an Accruent location or through a reputable third party Internet service provider and hosting facility, where it is subject to commercially reasonable security precautions. Such precautions shall comply with industry standards for the type of information maintained and shall include but not be limited to procedures and measures to prevent unauthorized access to the SaaS Services and unauthorized use of and/or modification of Client Data. However, Client acknowledges that, notwithstanding such security precautions, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the SaaS Services.

2.12 Disaster Recovery. Accruent's standard disaster recovery service is included in Client's SaaS Service fees. In the event a disaster is declared Accruent will initiate the Accruent disaster recovery process and shall use commercially reasonable efforts to resume access to Client's environment at Accruent's alternate data center facility in accordance with Accruent's recovery time objectives.

3. PROFESSIONAL SERVICES

3.1 Work Authorizations/Statements of Work. Accruent will perform the mutually agreed upon services for Client described in one or more work orders, work authorizations or statements of work or Order Documents (collectively "SOW") as the parties may agree to in writing from time to time. Each SOW, once signed by the authorized representatives of each of the parties, shall become a part of the Agreement.

3.2 Change Orders. Either party may propose a change order to add to, reduce or change the work ordered in the SOW. Each change order shall specify the change(s) to the services or deliverables, and the effect on the time of performance and on the fees owed to Accruent, due to the change. Once executed by both parties, a change order shall become a part of the SOW.

3.3 Costs. Unless otherwise expressly stated in the applicable SOW, Professional Services shall be provided on a time and materials (“T&M”) basis. On a T&M engagement, the T&M rates will be the rates set forth in the SOW, except that if the SOW does not state the applicable T&M rates, then Accruent’s standard T&M rates in effect at the time the SOW is entered into will apply. Furthermore, if an estimated total amount is stated in the applicable SOW, that amount is solely a good faith estimate for Client’s budgeting and Accruent’s resource scheduling purposes and not a guarantee that the work will be completed for that amount. If Client wishes the Accruent personnel to perform on Client’s site, Client agrees it shall give Accruent at least two (2) weeks’ prior notice so Accruent can make appropriate travel arrangements.

3.4 Delays/Costs Overruns. In the event of any delay in Client’s performance of any of the obligations set forth herein or any other delays caused by Client, the milestones, fees and date(s) set forth in the SOW may be adjusted on a T&M basis as reasonably necessary to account for such delays, and the adjustment shall be made by change order in accordance with the provisions of section 3.2 (Change Orders) above. If Client reschedules Professional Services hereunder on less than ten (10) days prior written notice, Customer will reimburse Accruent for the delayed resources for the duration of the delay up to ten (10) days on a T&M basis.

3.5 Responsibility. Accruent may subcontract its obligations hereunder, on the condition that Accruent shall be responsible for securing, managing, scheduling, coordinating and supervising Accruent personnel, including its subcontractors, in performing the Professional Services.

3.6 Cooperation. Client shall provide Accruent with commercially reasonable cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by Accruent in order to provide the Professional Services, including, but not limited to, providing security access, information, and software interfaces to Client’s applications, and Client personnel, as may be reasonably requested by Accruent from time to time. Client acknowledges and agrees that Accruent performance is dependent upon the timely and effective satisfaction of Client’s responsibilities hereunder and timely decisions and approvals of Client in connection with the Professional Services. Accruent shall be entitled to rely on all decisions and approvals of Client.

3.7 Client Data. Client’s data shall be provided to Accruent in a format approved by Accruent or additional charges will apply. Client is responsible for the accuracy and completeness of its information and Client Data. Accruent’s performance is dependent on Client’s timely provision of accurate and complete resources and information, including but not limited to detailed, precise and clear specifications for any deliverables.

4. FINANCIAL TERMS

4.1 Fees and Payment Terms. Fees are specified in the applicable Order Document and unless stated otherwise are denominated and payable in United States dollars. Unless agreed otherwise in an applicable Order Document, fees are due within thirty (30) days of invoice date.

4.2 Overdue Charges. In the event any fees are not received by Accruent by the due date, then Accruent may (i) charge interest on past due balances at the lesser of a 1½% per month or the highest rate allowed by law, and (ii) be entitled to condition future purchases on shorter payment terms.

4.3 Suspension of Services and Acceleration. In the event any amounts are thirty (30) or more days overdue, Accruent may (without limiting any of its other rights and remedies) (i) suspend its performance and (ii) require full payment before any additional performance is rendered by Accruent and (iii) accelerate all future amounts to be due, such that all remaining periodic payments for the then current Term of the applicable Order Document shall be due and owing.

4.4 Taxes. Unless expressly provided otherwise, the prices in the Agreement do not include taxes. Client agrees to pay any taxes, other than those based on Accruent’s net income, arising out of the Agreement. If Client is tax-exempt, Client agrees to send Accruent a copy of its tax-exempt certificate prior to execution of an Order Document. Client shall be responsible for any liability or expense incurred by Accruent as a result of Client’s failure or delay in paying taxes due.

4.5 T&E Expenses. Unless otherwise noted within the Order Document or SOW, Accruent’s reasonable travel and lodging expenses incurred by Accruent in the performance of Professional Services on Client’s site will be billed separately at actual cost.

5. CONFIDENTIALITY

5.1 Defined. By virtue of the Agreement, the parties may be exposed to or be provided with certain confidential and proprietary information of the other party or third parties, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party (“**Confidential Information**”). Confidential Information includes, but is not limited to the terms and conditions (but not the existence) of the Agreement including without limitation all Order Documents, all trade secrets, software, source code, object code, specifications, documentation, business plans, customer lists and customer-related information, financial information, proposals, budgets as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of Accruent and its licensors relating to or embodied in the Hardware, Software or Documentation. Accruent’s placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of Accruent.

5.2 Non-Disclosure. Each party will protect the other party’s Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither

party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Agreement. Except as otherwise expressly permitted herein, a receiving party shall not disclose Confidential Information of the disclosing party to any person or entity other than its officers, employees and consultants who need access to such Confidential Information in order to effect the intent of this Agreement and who have entered into confidentiality agreements or are bound by professional responsibility obligations which protect the Confidential Information of the disclosing party sufficient to enable the receiving party to comply with its obligations of confidentiality under this Agreement.

5.3 Exceptions. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure; or (iv) has been independently developed by one party without reference to any Confidential Information of the other.

5.4 Compelled Disclosure. The receiving party may disclose Confidential Information of the disclosing party if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

5.5 Other Permitted Disclosures. Notwithstanding the foregoing confidentiality obligations, a party may provide a copy of this Agreement to the following persons and/or entities who are under obligations of confidentiality substantially similar to those set forth in this Agreement: potential acquirers, merger partners, lenders and investors and to their employees, agents, attorneys, investment bankers, lenders, financial advisors and auditors in connection with the due diligence review of such party. A party may also provide a copy of this Agreement to the party's outside accounting firm and legal advisors and in connection with any litigation or proceeding relating to this Agreement.

6. PRIVACY

Client represents and warrants that before providing personal information to Accruent or its agents, it will comply with any laws applicable to the disclosure of personal information, including providing notices to or obtaining permission from third parties to allow sharing of their personal information with Accruent under the Agreement. Accruent will take reasonable measures to protect the security of such personal information transferred by Client to Accruent.

If Client provides personal data to Accruent from data subjects in Canada or the European Union ("EU"), then Client hereby (a) acknowledges that in connection with the Professional Services and/or SaaS Services, Accruent may transfer/access/store/process personal data outside of the EU and Canada in countries (such as the United States) that under EU laws may not ensure an adequate level of data protection (the "Data Transfer"); and (b) consents to such Data Transfer, and Client shall ensure that it complies with all applicable EU and Canadian laws that apply to Client as the data controller of such personal data in connection with the Data Transfer.

Accruent is not a creator, user or recipient of individually identifiable health information or of any other information that qualifies as "Protected Health Information" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and therefore is not a "business associate" under HIPAA. Neither party to this Agreement contemplates or intends that Accruent will be exposed to any Protected Health Information in connection with any of the services or goods to be provided hereunder.

7. LIMITED RIGHTS AND OWNERSHIP

"Protected Materials" as used herein means Software, Professional Services, SaaS Services, or Accruent's or its licensors' intellectual property or Confidential Information.

7.1 Reservation of Rights. All rights not expressly granted in the Agreement are reserved by Accruent and its licensors. Client acknowledges that: (i) all Software is licensed and not sold; (ii) Client acquires only the right to use the Software, Content, or Professional Services and SaaS Services and Accruent, its licensors shall retain sole and exclusive ownership of and all rights, title, and interest in the Protected Materials, including (whether developed by Accruent, Client or a third party) (a) intellectual property embodied or associated therewith, (b) deliverables and work product associated therewith, and (c) all copies and derivative works thereof; and (iii) the Protected Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of Accruent and its licensors. Client agrees to secure and protect the Protected Materials consistent with the maintenance of Accruent's and its licensors' rights therein, as set forth in this Agreement.

7.2 Restrictions. Client shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Software, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Client's employees who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of the Agreement; (iv) write or develop any derivative works based upon the Protected Materials; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without Accruent's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; (viii) allow any access or use of the Protected Materials to or by any third party without Accruent's prior written consent for any purpose,

including but not limited to outsourcing, installation, upgrade and customization services; or (ix) otherwise use or copy the Protected Materials except as expressly permitted herein.

7.3 Client Data. Client retains sole and exclusive ownership to any and all Client Data.

7.4 License Grant by Client. Client grants to Accruent a non-exclusive, royalty free license, to use Client Data or other material of Client for the purpose of performing its obligations under the Agreement and in order to generate aggregated, system-wide collations of industry and business data in a non-attributed manner for marketing and other purposes.

7.5 Enforcement. Client shall (i) ensure that all users of the SaaS Services comply with the terms and conditions of the Agreement, (ii) promptly notify Accruent of any actual or suspected violation thereof and (iii) cooperate with Accruent with respect to investigation and enforcement of the Agreement.

8. INDEMNIFICATION

8.1 Accruent Indemnification. Accruent will defend or settle, any action, suit or proceeding brought against Client by a third party alleging that the SaaS Services used in accordance with this Agreement infringe a third party's intellectual property right ("**Claim**") and Accruent will indemnify Client against all damages and costs finally awarded or those costs and damages agreed to in a monetary settlement of such action, which are attributable exclusively to such Claim, provided that Client: (i) promptly gives written notice of the claim to Accruent; (ii) gives Accruent sole control of the defense and settlement of the Claim (provided that Accruent may not settle any Claim against Client unless it unconditionally releases Client of all liability); and (iii) provides Accruent, at Accruent's expense, with all reasonable information and assistance relating to the Claim and reasonably cooperates with Accruent and its counsel;

Accruent has no obligation to the extent any Claim results from: (i) Third Party Software, (ii) the combination, operation or use of the SaaS Services with software or data not provided by Accruent or (iii) Client's breach of this Agreement.

If it is adjudicated that an infringement of the SaaS Service by itself and used in accordance with the Agreement infringes any third party intellectual property right, Accruent shall, at its option: (i) procure for Client the right to continue using the SaaS Service; (ii) replace or modify the same so it becomes non-infringing; or (iii) terminate the affected SaaS Service and Client's rights thereto and provide Client a refund of the pre-paid but unused portion of the SaaS Service fees paid to Accruent for the affected SaaS Service. THIS SECTION STATES ACCRUENT'S ENTIRE OBLIGATION TO CLIENT AND CLIENT'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

8.2 Client Indemnification. Client will defend or settle, any action, suit or proceeding made or brought against Accruent by a third party alleging that the Client Data, or Client's use of the SaaS Services in violation of this Agreement, infringes the intellectual property rights of, or has otherwise harmed, a third party, and Client will indemnify Accruent against all damages and costs finally awarded or those costs and damages agreed to in a monetary settlement of such action, which are attributable exclusively to such claim, provided, that Accruent: (i) promptly provides written notice of the claim to Client; (ii) provides Client sole control of the defense and settlement of the claim (provided that Client may not settle any claim unless it unconditionally releases Accruent of all liability); and (iii) provides Client, at Client's expense with, all reasonable information and assistance relating to the claim and reasonably cooperates with Client and its counsel. THIS SECTION STATES CLIENTS ENTIRE OBLIGATION TO ACCRUENT AND ACCRUENT'S SOLE REMEDY FOR ANY CLAIM FOR INDEMNIFICATION.

9. WARRANTIES.

9.1 Warranties. Accruent warrants that (i) the SaaS Services will perform materially in conformance with the applicable SaaS Services Documentation; and (ii) the functionality and security of the SaaS Services will not materially decrease during a committed SaaS Services Term.

9.2 Remedies. If the SaaS Services are not performed consistent with the warranty set out in Section 9.1(i) above, Client shall promptly notify Accruent in writing of its claim. As Client's exclusive remedy for any claim under this warranty and provided that such claim is determined by Accruent to be Accruent's responsibility, Accruent shall, within 30 days of its receipt of Client's written notice, (i) re-perform the affected SaaS Services so that they are conforming; (ii) provide Client with a plan reasonably acceptable to Client for re-performing the affected SaaS Services; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Accruent, then Accruent or Client may terminate the affected SaaS Service, and Client will be entitled to a refund of the pre-paid but unused portion of the fees paid for the affected Service. The preceding warranty cure shall constitute Accruent's entire liability and Client's exclusive remedy for breach of the warranty set forth herein. If Client elects not to terminate the SaaS Service, Client waives all rights for the applicable warranty cure set forth herein. If the SaaS Services are not performed consistent with the warranty set out in Sections 9.1(ii) above, Client shall be entitled to the remedies set out in Sections 11.2 (Termination) and 11.3 (Termination Refund or Payment Obligations).

9.3 Exclusions. Accruent is not responsible for any claimed breach of any warranty set forth in section 9.1 caused by: (i) modifications made to the SaaS Services by anyone other than Accruent; (ii) the combination, operation or use of the SaaS Services with any items not certified by Accruent; (iii) Accruent's adherence to Client's specifications or instructions; (iv) errors caused by or related to internet connections or (v) Client deviating from the SaaS Services operating procedures described in the Documentation.

9.4 Third Party Software. Client acknowledges that certain modules of the SaaS Services may contain Third Party Software. Accruent may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software

requirements. Client's use of any Third Party Software shall be subject to, and Client and users shall comply with this Agreement and any applicable Third Party EULAs. Accruent makes no warranty with respect to any Third Party Software. Client's sole remedy with respect to such Third Party Software shall be pursuant to the original licensor's warranty, if any, to Accruent, to the extent permitted by the original licensor. Third Party Software are made available on an "AS IS, AS AVAILABLE" basis.

9.5 Disclaimer. EXCEPT AS SET FORTH ABOVE, ACCRUENT, ITS LICENSORS AND SUPPLIERS MAKE NO WARRANTIES OF ANY KIND AND , ACCRUENT, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY SAAS SERVICES, ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT AND/OR THIRD PARTY SOFTWARE WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY ACCRUENT, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN.

9.6 NOTHING CONTAINED HEREIN THIS SECTION 9. (WARRANTIES) SHALL AIM TO LIMIT ANY LIABILITY TO THE EXTENT PROHIBITED BY LAW.

10. LIMITATION OF LIABILITY.

10.1 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE AGREEMENT) TO THE OTHER FOR ANY CLAIM UNDER THIS AGREEMENT WILL BE LIMITED TO THE FEES PAID FOR THE PRIOR TWELVE (12) MONTHS FOR THE PRODUCT OR SERVICE WHICH IS THE SUBJECT MATTER OF THE CLAIM. NOTWITHSTANDING THE FOREGOING, THE ABOVE LIMITATIONS SHALL NOT APPLY TO CLIENT'S OBLIGATIONS TO PAY ACCRUENT UNDER SECTION 4. FINANCIAL TERMS.

10.2 Exclusion of Indirect and Consequential Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT A PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 Time to Bring Action. EXCEPT FOR NON-PAYMENT OF ANY FEES DUE TO ACCRUENT, NO CLAIM ARISING OUT OF THE AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN THE SHORTER OF ONE YEAR OR THE MINIMUM PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED.

10.4 Damages Prohibited by Law. NOTHING CONTAINED HEREIN THIS SECTION 10 (LIMITATION OF LIABILITY) SHALL AIM TO LIMIT ANY LIABILITY TO THE EXTENT PROHIBITED BY LAW.

10.5 Survival. THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

11. TERM AND TERMINATION

11.1 Term. The term of this Agreement shall commence on the Effective Date set forth above and shall continue in full force and effect until the expiration or termination of all Order Documents and SOW, unless otherwise terminated earlier as provided hereunder. SaaS Services commence on the date specified in the Order Document and continue for the term set forth in the Order Document ("**Initial Term**"). Following the end of the Initial Term, SaaS Services shall automatically renew for the same length as the Initial Term (a "**Renewal Term**") unless either Party gives written notice 60 days prior to the end of the Initial Term or any Renewal Term, of its intention to terminate the SaaS Service. Any proposed change to pricing or terms for a Renewal Term shall be provided by Accruent in writing no less than 90 days prior to the end of the Initial Term or any Renewal Term. The Initial Term and Renewal Terms are collectively referred to as the "**Term**".

11.2 Termination. Either party may terminate the Agreement including all Order Documents and SOW immediately upon written notice in the event of the following:

(i) in the event that the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the noticing party within 30 days of being notified in writing of such breach except for breach of Section 4 (Financial Terms) which shall have a ten (10) day cure period; or

(ii) in the event of institution of bankruptcy, receivership, legal insolvency, reorganization, or other similar proceedings by or against the other party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within thirty (30) calendar days after they are instituted; or the legal insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code.

Where a party has a right to terminate the Agreement, the terminating party may, at its discretion, either terminate the Agreement or the applicable Order Document. Order Documents that are not terminated shall continue in full force and effect under the terms of this Agreement.

11.3 Termination Refund or Payment Obligations. In the event Client terminates this Agreement pursuant to Section 11.2, Accruent shall refund all pre-paid but unused SaaS Services fees to Client. Termination of this Agreement by Accruent pursuant to Section 11.2 shall not excuse Client's obligation to pay in full any and all amounts due, nor shall such termination result in a refund of fees paid.

11.4 Copy of Client Data. Upon termination of the SaaS Services, and provided Client is not in breach of any of its obligations under the Agreement, Accruent will, upon Client's written request and payment of the applicable fees, provide a backup copy of Client's Data (a then-current fee schedule will be provided upon request). Client agrees that Accruent shall have no obligation to maintain Client Data after thirty (30) days from termination.

12. GENERAL PROVISIONS

12.1 Force Majeure. Neither party shall have the right to terminate the Agreement or an Order Document or SOW and neither party shall incur any liability to the other party on account of any loss, claim, damage or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement, Order Document or SOW (except for payment obligations), if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without any negligence on the part of the party seeking protection under this section. Such events, occurrences, or causes shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire or explosions ("Force Majeure Events"). Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

12.2 Assignment. Neither party may assign the Agreement or any of its rights and obligations herein without the other party's prior written consent (such consent shall not be unreasonably withheld). Notwithstanding the foregoing, Accruent may assign this Agreement in its entirety (including all Order Documents and SOW's) to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity

12.3 Notice of U.S. Government Restricted Rights. If the Client hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the U.S. Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and are furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software and the Protected Rights delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software and/or the Protected Rights by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in FAR 52.227-19, Commercial Computer Software License - (December 2007)".

12.4 Export. Client shall comply fully with all relevant export laws and regulations of the United States to ensure that (i) the Software and/or Protected Rights are not exported, directly or indirectly, in violation of United States law, export embargo, prohibition or restriction and (ii) no SaaS Services are accessed or used in violation of any United States law, export embargo, prohibition or restriction.

12.5 Non-solicitation. During the term of this Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party that is involved in the performance of this Agreement, provided however that the solicitation or hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

12.6 Compliance. Client shall maintain and make available to Accruent upon written request records to show Client's compliance with the terms and requirements of the Agreement. Client acknowledges that the Software includes a license manager component to track usage of the Software and agrees not to impede, disable or otherwise undermine such license manager's operation.

12.7 Notices. Any notice required or permitted to be sent under the Agreement shall be delivered by hand, by overnight courier, or by registered mail, return receipt requested, to the address of the parties first set forth in the Agreement or to such other address of the parties designated in writing in accordance with this subsection.

12.8 Relationship. The Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

12.9 Marketing.

- (a) Client agrees to allow Accruent to list Client's name and logo within its client listing on the Accruent website. Client's name will be listed no more prominently than any other customer.
- (b) Client agrees to allow Accruent to publish one press release announcing Client's selection of Accruent. The press release will not be published without prior consent of Client; which consent shall not be unreasonably withheld.
- (c) After completion of implementation of the SaaS Services, Client agrees to assist Accruent in the creation of a case study on the Client's success using the SaaS Services. Accruent agrees to minimize the time required by the Client's resources in the creation of the case study. The Client's role will be to provide information and review the case study for approval. The case study will not be published without prior written consent of Client; which consent shall not be unreasonably withheld.
- (d) Client agrees, after go live of the SaaS Services, to provide a video testimonial on the success of the project and the SaaS Services. Client approves use of this video on the Accruent website. Accruent will bear all costs related to the production and publication of this video; Client will bear no cost at all from this effort and Client has final edit rights on this video.

12.10 Invalidity. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

12.11 Survival. The following provisions will survive any termination or expiration of the Agreement: sections 1, 2.2(iii), 4, 5, 6, 7, 9.6, 10, 11, and 12.

12.12 No Waiver. Any waiver of the provisions of the Agreement or of a party's rights or remedies under the Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the

rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Agreement and shall not in any way affect the validity of the whole or any part of the Agreement or prejudice such party's right to take subsequent action.

12.13 Entire Agreement. The Agreement and the applicable Order Document(s) and/or SOW(s) constitute the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. No modification to the Agreement will be binding unless in writing and includes a signature by an authorized representative of each party. All pre-printed terms of any Client purchase order or other business processing document shall have no effect.

12.14 No Third Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Accruent under the Agreement shall apply equally to the owner of the Third Party Software with respect to the Third Party Software, and such third party is an intended third party beneficiary of the Agreement, with respect to the Third Party Software.

12.15 Governing Law and Venue. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in the State of Texas to whose exclusive jurisdiction the parties hereby consent. For purposes of establishing jurisdiction in Texas under this Agreement, each party hereby waives, to the fullest extent permitted by applicable law, any claim that: (i) it is not personally subject to the jurisdiction of such court; (ii) it is immune from any legal process with respect to it or its property; and (iii) any such suit, action or proceeding is brought in an inconvenient forum. The parties agree that this contract is not a contract for the sale of goods; therefore, the Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

12.16 Order of Precedence. In the event of a conflict between an Order Document and/or an SOW and this Agreement, this Agreement shall prevail, provided, however, that such standard variable terms such as price, quantity, license scope and License Metrics, tax exempt status, payment terms, shipping instructions and the like shall be specified on each Order Document. All pre-printed terms of any Client purchase order or other business processing document shall have no effect. To the extent any provision of this Agreement conflicts with the provisions of a Third Party EULA, the Third Party EULA will take precedence solely in relation to such Third Party Software.

12.17 Headings and Drafting. The headings in the Agreement shall not be used to construe or interpret the Agreement. The Agreement shall not be construed in favor of or against a party based on the author of the document.

12.18 Counterparts. The Agreement may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and that facsimile and/or pdf scanned copies of signatures shall be as effective and binding as original signatures.

IN WITNESS WHEREOF, the duly authorized representatives of the parties agree to the terms and conditions of this Agreement.

Accruent, LLC

Sign: _____

Sign: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SERVICE LEVEL ATTACHMENT

This Attachment is an attachment to Agreement by and between **Accruent**, and **Client**. Capitalized terms used herein that are undefined shall have the meanings ascribed to such terms in the Agreement.

1. Definitions

“Calendar Month” shall mean the first to the last day of a calendar month.

“Downtime” shall mean: (a) planned weekly downtime which Accruent shall schedule to the extent reasonably practicable Friday 9pm (CST) to Saturday 2am (CST) ; (b) emergency downtime (which Accruent shall use reasonable efforts to provide advance notice); (c) any unavailability caused by circumstances beyond Accruent’s reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Accruent’s possession or reasonable control, and denial of service attacks; (d) any errors that result from Clients improper use of the Service or (e) problems caused by Client’s data, power supply, hardware, database, network, web servers, operation or other environmental factors of Client not within the direct control of Accruent.

“Incident” means an event which causes or may cause interruption to, or a reduction in the quality of, the SaaS Service, including without limitation any problem with or defect in the equipment, Software or data related to the SaaS Service.

“Response Time” shall mean the time it takes Accruent to communicate to the initial Client contact on a support request and assumes the support request was properly filed. Response time is not a resolution goal and should not be interpreted as a guarantee of service

“Service Credit” shall mean the average daily subscription fee calculated by dividing the annual subscription fee for the applicable SaaS Service as set forth in the applicable Order Document by 365.

“Severity” means the assessed possible risk or effect of an Incident on Client’s business operations. All notifications, escalations and standards for responding to Incidents are set by Severity. Some of the elements used in determining the Severity of an Incident are the criticality of the applications being affected and the number of Users affected. Severity shall be classified by Accruent in accordance with Accruent’s standard Severity Level classifications, as noted in section 3 below

2. Service Levels – Service Availability.

The SaaS Service is expected to be available twenty-four (24) hours per day, seven (7) days per week except for Downtime. In the event Accruent fails to meet an average of 98.5% availability during a particular Calendar Month (excluding Downtime), Accruent will, as Client’s sole and exclusive remedy credit to Client’s account one Service Credit for each percentage point below 98.5% availability (excluding Downtime) during such Calendar Month.

3. Service Levels – Incident Response Times.

Client is required to report Incidents via Accruent’s ticketing system (via the Client Support Portal). Once a ticket is reported into Accruent’s ticketing system, Accruent begins measuring the response time. For severity 1 or 2 Incidents, the Client must call the Accruent Help Desk so that the process of verifying the Incident can begin immediately. Target response times for Incidents by Severity level are provided below:

Severity Level	Description	Target Response Time
1	Critical issue that results in a complete system outage or major application failure which prevents Client from performing critical business process that has immediate financial impact or impact to data integrity. There is no workaround available.	1 business hour
2	Serious issue that prevents the execution of a critical business process causing disruption of a major business function. It is causing serious impact on daily functions or processing and there is no acceptable workaround.	4 business hours
3	Issue that does not prevent the execution of a critical business process and does not impact data integrity. The problem may be reasonably circumvented using an available workaround.	2 business days
4	An inquiry and/or low system/business process impact issue. Examples include cosmetic defects on screens, errors in documentation, or an enhancement request.	3 business days

In the event Accruent fails to meet the Target Response Times for Severity 1 and Severity 2 Incidents as noted above during a particular Calendar Month, Accruent will as Client's sole and exclusive remedy credit to Client's account Service Credits as follows:

Number of Missed Severity 1 and 2 Target Response Times during a Calendar Month	Number of Service Credits
0-1	0
2-4	1
5-7	2
Over 8	3

4. General.

Accruent will monitor the availability of the Service and the response times for the issues reported and any applicable Service Credits will be credited to Client on the following year's invoice. Client acknowledges and agrees that the allocation of Service Credits shall not result in any refund of fees, except at the end of the Term or the applicable Renewal Term.