

PROSYS COMPLI SOFTWARE AS A SERVICE AGREEMENT

This ProSys Compli Software as a Service Agreement (this “**Agreement**”) is made as of [please enter date] (the “**Effective Date**”), by and between:

1. **ABIS Solutions, LLC**, a Maryland company (“**ABIS**”) located at 10220 South Dolfield Rd Ste 209C Owings Mills, MD 21117, and
2. [please enter name of the **VENDOR**] a [type] company (“**VENDOR**”) located at [].

Hereinafter referred to separately as the “**Party**” or jointly as the “**Parties**.”

RECITALS

WHEREAS, **VENDOR** requires the use and access of the ProSys Compli, software developed and licensed by **ABIS**, which is focused, but not limited to, on a company’s EH&S, loss-run, EMR, licensing, insurance and certifications (hereinafter referred to as “**ProSys Compli**”).

WHEREAS, **ABIS** is willing to provide **VENDOR** a licensed subscription to **VENDOR** to use and access the ProSys Compli application, all subject to the express terms and conditions set forth herein.

WHEREAS, **ABIS** will provide access to the ProSys Compli to **VENDOR**.

WHEREAS, **VENDOR** intends to provide access to employees, contractors, consultants of **VENDOR** (defined below as “**Staff**”).

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the Parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. DEFINITIONS.

- 1.1. “**ABIS Data**” means the data stored on ProSys Compli Platform which is not **VENDOR** Data, nor User Data and which is owned by **ABIS**.
- 1.2. “**Audit**” refers to **ABIS**’s objective evaluation of **VENDOR** procedures, certificates, documents and practices to assess **VENDOR**’s compliance with relevant regulatory standards or industry best practices.
- 1.3. “**Affiliates**” means an entity controlled by, under common control with, or controlling such Party, where control is denoted by having fifty percent (50%) or more of the voting power (or equivalent) of the applicable entity. Subject to the terms and conditions of this Agreement, Affiliates may use the license granted hereunder.

- 1.4. “**VENDOR Data**” means data, files, or information accessed, used, communicated, stored, or submitted by VENDOR or its Staff related to VENDOR’s or its Staff’s use of the Software Services or Software.
- 1.5. “**Compli Data**” means User Data and ABIS Data.
- 1.6. “**Compliance Information**” refers to information provided by ABIS to VENDOR when implementing and providing the Software Services, including but not limited to information on regulations, interpretation of regulations, compliance, insurance and qualifications, certifications and licenses for technicians.
- 1.7. “**Content**” means VENDOR Data and User Data.
- 1.8. “**Data Storage**” means the aggregate amount of data collected and stored in the VENDOR ProSys Compli application. The calculation of data used by VENDOR to include, but is not limited to: custom fields, custom objects, tables, reports, forms, VENDOR documents, vendor documents, file uploads, photographic images and video.
- 1.9. “**Devices**” means (whether physical or virtual) a server, system, workstation, computer, mobile device, hardware, or end point upon which or through the Software Services are used and/or on which the Software is installed.
- 1.10. “**Documentation**” means the official user documentation prepared and provided by ABIS, as the case may be, to VENDOR regarding the use of the Software Services or Software (as updated from time to time), including all operator’s and user’s manuals, training materials, guides, commentary, technical, design or functional specifications, requirements documents, proposals, schedules, listings and other materials or documents related to the Software.
- 1.11. “**Object Code**” means the machine-executable code form of the Software.
- 1.12. “**ProSys Compli Platform**” means the platform of ProSys Compli, which is provided to VENDOR for non-exclusive use and access.
- 1.13. “**Restricted Access Data**” means VENDOR Data that is restricted from access by other Users and that is expressly designated by ABIS as being Restricted Access Data.
- 1.14. “**Software**” means that certain proprietary computer software, including Object Code versions of any downloadable software, provided under this Agreement and identified herein, any other ProSys applications, together with the updates, new releases or versions, modifications or enhancements; such is part of the ProSys Compli Platform.
- 1.15. “**Software Services**” means the access and use of the Software, either directly or by remote or cloud-based access.
- 1.16. “**Source Code**” means the human readable form of code for the Software, which includes all programs, objects, components, classes, base-classes, sub-classes, compiler(s), interpreter(s), template(s), tools, libraries and any other software necessary to support the runtime execution of the object oriented software system and all relevant technical specifications and documentation, including, without limitation, flow charts, algorithms and subroutine descriptions, memory and overlay maps and other documentation of the code, all in sufficient detail to enable a reasonably skilled programmer to readily interpret, build, modify, load, use, support and maintain the code and to perform or caused to be performed such actions as are licensed under this Agreement.

1.17. “**Staff**” means an individual authorized by VENDOR to access and use the Software Services, Software, and Documentation. Staff may only include VENDOR’s employees, consultants, and contractors.

1.18. “**User Data**” means the similar VENDOR Data as defined under this Agreement of other Users.

1.19. “**Users**” means third parties other than VENDOR, which have entered into a similar agreement to this Agreement with ABIS.

2. SOFTWARE SERVICES.

2.1. Software Services Subscription. Subject to the payment of fees and continuous compliance with this Agreement, ABIS hereby grants VENDOR a limited, non-exclusive, non-transferable right to access, download (if applicable), install (if applicable), and permit Staff to access and use the Software Services, Software, Compli Data, and Documentation during the Term (“**Software Subscription**”). ABIS may deliver the Software Services or Software to VENDOR with the assistance of its Affiliates, licensors, and service providers. VENDOR may provide, make available to, or permit VENDOR’s Staff to use or access the Software Services, the Software, Compli Data or Documentation, in whole or in part.

2.2. End User Agreements. The use of the Software Services by VENDOR or any Staff shall be subject to any end user agreement, terms or use and/or privacy policy applicable to any website that may be used to access the Software Services.

2.3. Source Code. Nothing contained herein shall be interpreted or constructed to provide VENDOR with any right, title, interest, license, right to use, to modify, or right to access any Source Code.

2.4. Software Subscription Fee. Commencing on the Effective Date and continuing thereafter each year during the Term (with the exception of the onboarding fee which shall be paid only once together with the first yearly fee), VENDOR shall pay ABIS the following fees for the Software Subscription (“**Software Subscription Fee**”):

- (a) ProSys Compli Platform\$1000.00 yearly fee
- (b) ProSys Compli Platform\$395.00 one-time onboarding fee

2.5. Staff Access (Seat Licenses). VENDOR will be granted one simultaneous user seat license for the monthly fee as outlined in 2.4(a).

2.6. Data Storage. ABIS will grant VENDOR Fifty (50) Gigabytes of monthly data storage for the ProSys Compli application. VENDOR understands the need and requirement for adding additional storage as use and adoption of the ProSys application increases. Additional data storage will be made available to VENDOR at the following rate:

- (a) Each one Hundred (100) gigabit increase(s)....\$150.00 fixed monthly fee
- (b) Additional Data Storage will follow the same billing cycle as outlined in Section 2.4
- (c) Additional Data Storage will be added to the current monthly billing rate

3. BILLING AND PAYMENT

3.1. Billing. ABIS will invoice VENDOR on an annual or semi-annual basis as outlined for the services in Section 2.4. Additional charges due to ABIS as set forth in Sections 2.6 and 2.7 will be invoiced only as needed or requested per guidance from VENDOR. Such billing shall be performed via ProSys Compli Platform only.

3.2. Payment. Payment for any invoices will be due within fifteen (15) days of the invoice date. Invoices past due beyond 30 days may be assessed a late charge of 3% default interest calculated monthly.

3.3. Annual Escalator. Due to the annual costs associated with a growing database of data, ABIS must ensure the integrity and maintenance of the ProSys Compli Platform while continuing to develop new features and functions. First year pricing for the VENDOR is fixed for twelve (12) months but will carry a price escalator each year thereafter on the Software Subscription Fee, calculated as an additional percentage of the applicable Software Subscription Fee applicable at that time. The price escalator percentage for the Initial Term is the one provided in the ProSys Compli Platform on the Effective Date. After the Initial Term, on each automatic renewal (if elected) as provided under Section 11.1 below, the applicable price escalator percentage shall be the one provided in the ProSys Compli Platform on such renewal date.

3.4 Non-Payment. In the event of non-payment by VENDOR beyond thirty (30) days past due, ABIS reserves the right, in its sole discretion, without giving any reason, to suspend access to the ProSys Compli Platform, so long as ABIS sends a final notice to VENDOR within ten (10) days of the expiration of the 30 day period indicating that ABIS intends to suspend access. Upon VENDOR bringing their past due invoice balance current along with any applicable interest charges and the payment of a reactivation fee of USD (the latter being charged only if required by ABIS, in its sole discretion), ABIS will reinstate access to the ProSys Compli Platform, in a reasonable amount of time. VENDOR will not receive a refund or credit for any period of service that may have been interrupted due to non-payment.

4. LICENSE RESTRICTIONS; OBLIGATIONS.

4.1. License Restrictions. VENDOR may not (i) provide, make available to, or permit individuals other than VENDOR's Staff to use, modify or access the Software Services, the Software, or Documentation, in whole or in part; (ii) copy, reproduce, republish, upload, post, or transmit the Software Services, Software, Compli Data or Documentation (except for back-up or archival purposes, which will not be used for transfer, distribution, sale, or installation on VENDOR's or VENDOR's Staff's Devices); (iii) license, sell, resell, rent, lease, transfer, assign, distribute, or otherwise transfer rights to the Software Services, Software, Compli Data or Documentation unless as authorized in this Agreement; (iv) modify, translate, reverse engineer, decompile, disassemble, create derivative works, or otherwise attempt to derive the Source Code of the Software Services, Software, Compli Data or Documentation; (v) create, market, transfer, distribute add-ons or enhancements or incorporate into another product the Software Services, Software or Compli Data without prior written consent of ABIS; (vi) remove any proprietary or copyright notices or labels on the Software Services, Software, Compli Data or Documentation, unless authorized in written form by ABIS; (vii) license or assign any licensed rights to the Software Services, Software or Compli Data; (viii) use the Software Services, Software or Compli Data to store or transmit infringing, libelous, unlawful, criminal or tortious material or to store or transmit material in violation of third party rights, including privacy rights; (ix) use the Software Services, Software or Compli Data to violate any rights of others; (x) use the Software Services, Software or Compli Data to store or transmit malicious code, Trojan horses, malware, spam, viruses, or other destructive technology ("Viruses"); (xi) interfere with, impair, or disrupt the integrity or performance of the Software Services or Compli Data or any other third party's use of the Software Services or Compli Data; (xii) use any data mining, robots, scraping or similar data gathering or extraction methods when using the Software Services, Software or Compli Data; (xiii) make any portion of the Software Services available through any timesharing system, service bureau, the Internet or any other technology now existing or developed in the future; (xiv) use any automatic or manual process to harvest information from the Software Services; (xv) use the Software Services for the purpose of gathering information for or transmitting (1) unsolicited commercial email; (2) email that makes use of headers, invalid or nonexistent domain names, or other means of deceptive

addresses; and (3) unsolicited telephone calls or facsimile transmissions; (xvi) use the Software Services in a manner that violates any applicable law, rule or regulation including without limitation, those regulating email, facsimile transmissions or telephone solicitations; and (xvii) export or re-export the Software Services or any portion thereof, or any software available on or through the Software Services, in violation of export control laws or regulations of the United States or any other country; or (xviii) alter, circumvent, or provide the means to alter or circumvent the Software Services or Software, including technical limitations, recurring fees, or usage limits.

4.2. **VENDOR's Obligations.** VENDOR acknowledges, agrees, and warrants that: (i) VENDOR will be responsible for VENDOR's and VENDOR's Staff's activity and compliance with this Agreement, and if VENDOR becomes aware of any violation, VENDOR will immediately terminate the offending Party's access to the Software Subscription, Software Services, Software, and Documentation and notify as soon as possible ABIS; (ii) VENDOR and VENDOR's Staff will comply with all applicable local, state, and federal, laws; (iii) VENDOR will establish a constant internet connection and electrical supply for the use of the Software Services, ensure the Software is installed on a supported platform as set forth in the Documentation, and the Software Services and Software are used only with public domain or properly licensed third party materials; (iv) VENDOR have obtained sufficient consent and rights to access, use and store VENDOR Data and any other system or network and will be solely responsible for the accuracy, security, quality, integrity, and legality of the same; and (v) VENDOR will keep VENDOR's registration information, billing information, and technical data accurate, complete, and current for as long as VENDOR is subscribed to the Software Services, Software, Compli Data and Documentation.

5. CONTENT.

5.1. **Provision of VENDOR Data.** VENDOR Data may be provided through the Software Services or on the ProSys Compli Platform, by VENDOR, ABIS or other Users.

5.2. **Responsibility of Content.** VENDOR understands that all the Content, whether publicly posted or privately transmitted, is the sole responsibility of the Party from whom such data originated, with the exception of ABIS, for which the responsibility of such provided by it shall be of the VENDOR or the relevant User the data refers to, respectively.

5.3. **Control over the Content.** ABIS does not control the Content posted on the ProSys Compli Platform, or provided through the Software Services and, as such, does not guarantee the accuracy, integrity or quality of such Content.

5.4. **Offensive Content.** VENDOR understand that by using the Software Services, it may be exposed to Content that it may consider to be offensive, indecent or objectionable. Under no circumstances will ABIS be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred because of the use of any Content posted, emailed, transmitted or otherwise made available on the ProSys Compli Platform or through the Software Services.

5.5. **Refusal of VENDOR Data.** ABIS and its designees reserve the right (but not the obligation), in their sole discretion, to pre-screen, refuse to post or transmit, or remove any VENDOR Data that is available on the ProSys Compli Platform or through the Software Services. Without limiting the foregoing, ABIS and its designees shall have the right to remove (at their sole discretion) any VENDOR Data that violates this Agreement or is otherwise objectionable.

5.6. **Risks of VENDOR Data.** VENDOR agrees and acknowledges that it must evaluate, and bear all risks associated with, the use of any VENDOR Data, including any reliance on the accuracy, completeness, or usefulness of such VENDOR Data.

5.7. Disclosure of VENDOR Data. VENDOR acknowledges and agrees that ABIS may access, retain, store and disclose VENDOR Data if required to do so by law or based on ABIS' good faith belief that such access, preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any VENDOR Data violates the rights of third parties; (iv) respond to VENDOR's requests for customer service; or (v) protect the rights, property or safety of ABIS, its users and the public.

5.8. Reporting. ABIS reserves the right to investigate complaints or reported violations of this Agreement and to take any action ABIS deems appropriate, including but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to VENDOR's profile, account information, email addresses, usage history, posted materials, IP addresses and traffic information.

5.9. Transmission of VENDOR Data. VENDOR understands that the technical processing and transmission of the Software Services, including VENDOR Data, may involve (a) transmissions over various networks and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

5.10. Not Uploading Restricted Data. VENDOR expressly agrees not to upload or submit any data over which it does not have a right to do so. VENDOR is solely responsible for ensuring that all information and documents it uploads or submits contains no such restricted data.

5.11. Accurate Records. ABIS will use commercially reasonable efforts to accurately record, store and provide access to VENDOR Data submitted by VENDOR through the Software Services and ProSys Compli Platform.

5.12. VENDOR Data Errors. VENDOR further agrees to promptly notify ABIS of any errors or omissions in the VENDOR Data.

6. AUDITS.

6.1. Audits. VENDOR expressly agrees that as part of the Software Services, ABIS will carry out Audits, which are objective evaluations of VENDOR procedures, certificates, documents and practices to assess VENDOR's compliance with relevant regulatory standards or industry best practice.

6.2. Access to Audits. Through the Software Services and ProSys Compli Platform, VENDOR will be provided with a completed copy of any Audit that ABIS has performed on VENDOR.

6.3. Responsibility of Audit Content. It shall be VENDOR's responsibility to review the VENDOR Data contained in such completed Audits and to verify that the information contained in the Audit form is and remains complete and accurate.

6.4. Purpose of Audits. VENDOR acknowledges and agrees that any Audit performed by ABIS is for the purpose of gathering the required documentation for review by potential Users with an interest in VENDOR's services.

6.5. No Record Retention. ABIS is not responsible for record retention with respect to VENDOR's records or any information VENDOR provides to ABIS in connection with VENDOR's use of the Software Services and ProSys Compli Platform. Unless, prior to ABIS' disposal of any of VENDOR's information, VENDOR specifically requests ABIS in writing to have any of VENDOR's documentation returned to VENDOR, ABIS has the right to dispose of such information without returning such information to VENDOR.

7. LICENSE TO VENDOR'S DATA.

7.1. License to VENDOR Data. VENDOR hereby grants to ABIS a non-exclusive, transferable, fully-paid up, worldwide, perpetual, irrevocable license and right (i) to use, modify, copy, reproduce, transmit, sub-license, index, model, aggregate, publish, display and distribute VENDOR Data to provide the Software Services to VENDOR and all of the other Users, and (ii) to irrevocably anonymize and aggregate VENDOR Data in order to perform research and development activities and statistical analysis, develop analytic models and to develop and provide other products and services relating to prequalification checks.

7.2. Other Rights to VENDOR Data. Notwithstanding the foregoing, VENDOR acknowledges and agrees that, only within and through the ProSys Compli Platform and for the proper provision of Software Services to all Users: (i) certain VENDOR Data may be shared with other Users; (ii) Users can review certain VENDOR Data; (iii) VENDOR can approve or reject through the ProSys Compli Platform certain Users from accessing VENDOR Data.

7.3. Restricted Access Data. This Section shall not be applicable to VENDOR Data that is Restricted Access Data.

8. PROPRIETARY RIGHTS.

8.1. Ownership of ABIS Intellectual Property. The Software Services, Software, Compli Data and Documentation are licensed, not sold, nor transferred or otherwise assigned. Use of "purchase" in conjunction with licenses of the Software Services, Software, Compli Data and Documentation shall not imply a transfer of ownership. Except for the limited rights expressly granted by ABIS to VENDOR, VENDOR acknowledges and agrees that all rights, titles and interest in and to all copyright, trademark, patent, trade secret, intellectual property (including without limitation algorithms, business processes, improvements, enhancements, modifications, derivative works, information collected and analyzed in connection with the Software Services) and other proprietary rights, arising out of or relating to the Software Services, the Software, the provision of the Software Services or Software, Compli Data and the Documentation, belong exclusively to ABIS, its suppliers, licensors or other third parties. ABIS and its Affiliates are hereby granted a royalty-free, fully-paid, worldwide, exclusive, transferable, sub-licensable, irrevocable and perpetual license to use or incorporate into its products and services any information, data, suggestions, enhancement requests, recommendations or other feedback provided by VENDOR or VENDOR's Staff relating to the Software Services, Software or Compli Data. All rights not expressly granted under this Agreement are reserved by ABIS.

8.2. Ownership of VENDOR Data. VENDOR and VENDOR's Staff retain all right, title, and interest in and to all copyright, trademark, patent, trade secret, intellectual property and other proprietary rights in and to VENDOR Data. No other rights with respect to VENDOR Data are implied. Such rights do not limit in any way the intellectual property rights of ABIS provided under Section 8.1 above. Such VENDOR Data can be requested by VENDOR at any time or provided by ABIS when this Agreement is terminated. In such cases, ABIS shall provide the VENDOR Data in .csv format in a reasonable amount of time after VENDOR's request or termination of this Agreement, as the case may be.

9. DATA AND DATA PROTECTION

9.1. Data. ABIS agrees that VENDOR Data shall be treated as confidential by ABIS. For the purposes of maintenance, troubleshooting and further development of the Software and Software Services, VENDOR agrees that ABIS will be permitted to collect, access, process, and use technical and related information about VENDOR, VENDOR's Staff and VENDOR's and VENDOR's Staff's use of

the Software Services and Software, including VENDOR's internet protocol address, the hardware and software that VENDOR utilize, and various usage statistics, to assist with the necessary operation and function of the Software Services and Software and to facilitate in the provision of updates, support, invoicing, marketing, and research and development. ABIS may remove VENDOR Data or any other data, information, or content of data or files used, stored, processed or otherwise by VENDOR or VENDOR's Staff that ABIS, in its sole discretion, believes to be or is: (a) a Virus; (b) illegal, libelous, abusive, threatening, harmful, vulgar, pornographic, or obscene; (c) used for the purpose of spamming, chain letters, or dissemination of objectionable material; (d) used to cause offense, defame or harass; or (e) infringing the intellectual property rights or any other rights of any third party.

9.2. Data Protection. Each Party shall comply with its respective obligations under applicable data protection laws. VENDOR and VENDOR's Staff warrant that through VENDOR's use of the Software Services during the Term: (i) in respect of the personal data VENDOR or VENDOR's Staff collect, use, process, access, or disclose, VENDOR alone shall determine the purpose for and manner in which personal data is, or will be, processed, if any; (ii) VENDOR warrants that VENDOR have obtained all necessary consents from VENDOR's Staff or any other third party required under applicable law: (a) to disclose or process their personal data to ABIS, its Affiliates or their respective agents and (b) for ABIS or its respective agents to collect, use, process, access, or disclose the personal data set forth herein or as otherwise designated by VENDOR or VENDOR's Staff.

10. CONFIDENTIAL INFORMATION.

10.1. Definition. As used in this Agreement, "**Confidential Information**" means any nonpublic information or materials disclosed by either Party to the other Party, either directly or indirectly, in writing, orally, or by inspection of tangible objects that the disclosing Party clearly identifies as confidential or proprietary. ABIS Confidential Information includes the Software Services, Software, Compli Data and any information or materials relating to the Software Services, Software, and Compli Data or otherwise. Confidential Information may also include confidential or proprietary information disclosed to a disclosing Party by a third party.

10.2. Confidentiality Obligations. The receiving Party will: (i) hold the disclosing Party's Confidential Information in confidence and use reasonable care to protect the same; (ii) restrict disclosure of such Confidential Information to those of its employees or agents with a need to know such information and who are under a duty of confidentiality respecting the protection of confidential information, which is substantially similar to those of this Agreement and which would extend to the disclosing Party's Confidential Information; (iii) use such Confidential Information only for the purposes for which it was disclosed, unless otherwise set forth herein. The restrictions will not apply to Confidential Information to the extent it (i) is, or through no fault of the recipient has become, generally available to the public; (ii) was lawfully received by the receiving Party from a third Party without such restrictions; (iv) was known to the receiving Party without such restrictions prior to receipt from the disclosing Party; (v) was independently developed by the receiving Party without breach of this Agreement or access to or use of the Confidential Information. The recipient may disclose Confidential Information to the extent the disclosure is required by law, regulation, or judicial order, provided that the receiving Party will provide to the disclosing Party prompt notice, where permitted, of such order and will take reasonable steps to contest or limit the steps of any required disclosure. The Parties agree that any material breach of this Section will cause irreparable injury and that injunctive relief in a court of competent jurisdiction will be appropriate to prevent an initial or continuing breach of this Section in addition to any other relief to the applicable Party may be entitled.

11. LIMITATION OF LIABILITY

11.1. ABIS WARRANTS TO VENDOR THAT THE SOFTWARE SERVICES AND SOFTWARE FURNISHED UNDER THIS AGREEMENT WILL BE OF GOOD QUALITY AND

FREE FROM DEFECTS FOR THE TERM OF THIS AGREEMENT. With respect to any claims asserting breach of the warranty set forth in this Section, ABIS' liability with respect to the Software or Software Services shall include replacing, repairing or issuing a prorated credit to VENDOR, provided that, prior to any replacement, repair or credit, the following conditions are satisfied: (i) ABIS is promptly notified in writing by VENDOR upon discovery of any such defective Software or Software Services and (ii) the claim relating to the Software or Software Services did not arise as a result of misuse, abuse, unapproved alteration, or negligence in use by CLENT or otherwise by breaching this Agreement by VENDOR.

11.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF USE, LOST REVENUE OR PROFIT, OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION OF A PARTY'S LIABILITY FOR BREACH OF CONFIDENTIALITY (SECTION 10), TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY OR DUE FROM VENDOR IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

11.3. **EXCEPT FOR ABIS' WARRANTY SET FORTH ABOVE, ABIS PROVIDES ALL SOFTWARE "AS IS" AND WITHOUT WARRANTY OF ANY KIND DUE TO THE INHERENT NATURE OF SOFTWARE.**

11.4. **NOTHING IN THIS AGREEMENT SHALL IN ANY WAY LIMIT THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY TO THE EXTENT RESULTING FROM ITS NEGLIGENCE, GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL ACTS OR OMISSIONS.**

12. DISCLAIMER OF QUALIFICATION, REGULATORY AND COMPLIANCE INFORMATION.

12.1. Compliance Information. ABIS may provide Compliance Information to VENDOR when implementing and providing the Software Services. Such Compliance Information is offered for informational purposes only and ABIS does not warrant the Compliance Information in any way. ABIS has no duty to update VENDOR on any changes to the Compliance Information or any legal or regulatory changes. Compliance Information may vary by jurisdiction. VENDOR agrees (i) to assume full responsibility for confirming the accuracy, legality and jurisdictional applicability of all Compliance Information before it uses such Compliance Information; (ii) that ABIS shall have no liability with respect to any Compliance Information; and (iii) use of or reliance upon any Compliance Information is at its own risk.

12.2. Disclaimer. ABIS does not warrant in any way the completeness, accuracy, legality and correctness of any Content from a regulatory and compliance point of view or otherwise. It is VENDOR's sole responsibility to independently verify such Content before relying on it.

13. TERM AND TERMINATION.

13.1. Commencement. This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of thirty-six (36) months after the Effective Date ("**Initial Term**"). Thereafter, this Agreement shall remain in force and automatically renew in successive twelve (12) month intervals; provided that the Agreement was not previously terminated pursuant to Section 13.2 below (collectively, the "**Term**").

13.2. Termination. This Agreement may be terminated by VENDOR in the event of a continuous interruption of the provision of the Software Services and Software by ABIS, which is not cured within thirty (30) days of receipt of written notice by VENDOR. This Agreement may be terminated immediately by ABIS, without notice or a right to cure, in the event that: (a) VENDOR, after 180 days, does not promptly pay ABIS any amounts when and as due under this Agreement; (b) ABIS discovers that VENDOR has engaged in any illegal activity or willful misconduct, and/or (c) upon the insolvency, bankruptcy or liquidation of VENDOR (“**VENDOR Default**”). In the event of a VENDOR Default, in addition to any other remedies to which ABIS may be entitled, including the payment of all outstanding fees, ABIS may also enforce any and all other rights, remedies, and recourse available to it under the law and this Agreement.

13.3. Other Termination Rights. Notwithstanding the termination rights set forth above, VENDOR may, at any time after the Initial Term, terminate this Agreement (in whole or in part) upon 30 days written notice for VENDOR’s convenience and without legal cause. Upon receipt of written notice from VENDOR of such termination for VENDOR’s convenience, ABIS shall be entitled to receive payment for Software Services performed through the date of termination. VENDOR acknowledges and agrees that any already paid fees, either manually or through automatic debit of VENDOR’s payment method, shall not be refunded for the paid period that has not passed.

13.4. Effect of Termination. With the exception of the termination for convenience set forth in Section 13.2 above, in the event of termination of this Agreement by ABIS for reasons set forth herein, ABIS shall be entitled to all outstanding fees and all reimbursable expenses incurred by ABIS, on the same basis as is set forth herein. The Parties’ obligations with respect to the protection, use, reproduction and disclosure of confidential information, and such other obligations in this Agreement as are, by their nature, intended to survive the termination of this Agreement, shall survive the performance or termination of the Agreement. Upon termination of this Agreement for any reason, ABIS shall immediately cease work hereunder and return all documents, materials, tools and equipment, and other property of any kind, including drawings or other items and information provided to it under this Agreement.

14. MISCELLANEOUS

14.1. Choice of Law. The laws of the State of Maryland shall govern the rights and obligations of the Parties and the interpretation and construction and enforceability hereof and any and all issues relating hereto, notwithstanding any conflicts of laws doctrines to the contrary and without application of the rule of construing documents against the drafter.

14.2. Arbitration; Waiver of Jury Trial. The Parties agree that any dispute, controversy or claim arising out of or relating to this Agreement, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The Tribunal will consist of one arbitrator. The place of arbitration will be Baltimore, Maryland. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. **VENDOR AND ABIS EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING.** The Parties acknowledge and agree that this provision is a specific and material aspect of the agreement between them and that neither of the Parties would have entered into this Agreement if this Section, or any other provision of this Agreement, were not contained herein.

14.3. Entire Agreement. This Agreement contains all agreements, promises and understandings between the Parties relating to the subject matter set forth herein, and no oral agreements, promises or understandings shall or will be binding upon either Party.

14.4. Severability. If any provision, or portion thereof, contained in this Agreement is determined to be invalid by a court of law, only such invalid provision shall be excised from the Agreement and all other terms and provisions shall remain in full force and effect.

14.5. Waiver and Amendment. No provision of this Agreement shall be deemed waived, amended, or modified by either Party, unless such waiver, amendment or modification is in writing and signed by the Party against whom enforcement is sought. The rights and liabilities of this Agreement shall succeed to and inure to the benefit of any and all successors and assigns of either Party.

14.6. Indemnification. To the fullest extent permitted by law and taking into account the limitations of Sections 11 and 12, ABIS shall indemnify, defend (with legal counsel reasonably acceptable to VENDOR) and hold harmless VENDOR and its subsidiaries, divisions, Affiliates, parents, members, managers, predecessors, successors, assigns, employees, architects or engineers and agents from and against all liability, claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, to the extent arising out of or resulting from the failure of ABIS to fulfill its obligations pursuant herein. Such indemnity shall survive completion of the Software Services and termination of this Agreement.


14.7. Force Majeure. Notwithstanding anything to the contrary herein, neither VENDOR nor ABIS shall be deemed to be in default of any provision of this Agreement, or be liable to each other or to any third party for any delay, error, failure in performance or interruption of performance due to any act of God, war, insurrection, acts of terrorism, riot, boycott, strikes, interruption of power service, interruption of Internet or communications service, labor or civil disturbance, acts of any other person not under its control or other similar causes.

14.8. Electronic Signatures. Any electronic signature (including any electronic symbol or process to be attached to, or associated with a document by a Party with the intent to sign, authenticate or accept such document) applied by such Party through electronic means on this Agreement shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law.

IN WITNESS WHEREOF, the Parties' duly authorized representatives have executed this Agreement, as of the Effective Date, either in wet ink or by using an electronic signature, such wet ink or text of the electronic signature being applied next to the relevant "By (SEAL):" block.

ABIS Solutions, LLC

[*vendor*]

By (SEAL): 

By (SEAL): _____

Contact: Chet Taylor

Contact: _____

Title: President

Title: _____