**Subscription End User Software License Agreement**

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1.2. “Customer Data” means any and all of Licensee’s and its User’s data, information, and materials that are uploaded by or on behalf of Licensee or that are accessed by IT Glue in connection with Licensee’s or its User’s use of the Software.

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1.4. “Fees” means the subscription and other fees set forth in this Agreement or any Order Form or SOW for the purchase of Software licenses, Hardware, or Services.

1.5. “Hardware” has the meaning set forth in Section 10.

1.6. “Licensee’s Customers” has the meaning set forth in Section 2.

1.7. “Object Code” means computer programming code in the form not readily perceivable by humans and suitable for machine execution without the intervening steps of interpretation or compilation.

1.8. “Order Form” means any IT Glue form detailing an order which is incorporated into and becomes a part of this Agreement. Depending on the Software ordered, the Order Form may be completed online or may take the form of a written order form, invoice, quote, billing statement, or SOW. In the event of any discrepancy between this Agreement and an Order Form, this Agreement shall govern.

1.9. “Professional Services” means implementation and other services requested by Licensee with respect to the Software or the Service.

1.10. “Service” means the use of the Software as offered by IT Glue on a hosted basis.

1.11. “Software” means the Object Code form of the IT Glue software licensed under this Agreement, including any updates, upgrades, or other modifications thereof delivered or made accessible to Licensee as part of the Services or otherwise pursuant to this Agreement.

1.12. “SOW” means a IT Glue-originated, mutually executed statement of work, work order, or other similar document that references this Agreement and which, upon its mutual execution by Licensor and Licensee, will be automatically incorporated by reference into, and governed under, this Agreement.

1.13. “Term” has the meaning set forth in Section 12.1.

1.14. “Third Party Materials” means software, interfaces, and firmware, licensed by IT Glue from third parties and which are incorporated into and/or distributed as part of the Software.

1.15. “User” means an individual who is authorized by Licensee to use the Software within its organization or, if applicable, within a multi-tenant or managed services environment, and to whom Licensee has supplied a user identification and password. Users may include, for example, Licensee’s employees, consultants and contractors.

2. Grant of Limited License (the “License”). Subject to the terms of this Agreement, including any restrictions set forth in the applicable Order Form and the payment of Fees in accordance with the applicable Order Form, IT Glue grants Licensee during the Term, a non-sublicensable, nonexclusive, revocable, nontransferable right to use the Software in Object Code as provided by IT Glue or the Service as made available by IT Glue, for the number of authorized Users (or “Seats”) as specified on the applicable Order Form. Such use shall be limited to authorized Users, shall not exceed the number of purchased Seats, and shall be used for Licensee’s internal business purposes only. If the Software is authorized to be used in a multi-tenant environment or as part of a managed services solution (a “Managed Service”), then Licensee hereby agrees that the Software will be used solely in furtherance of Licensee’s provision of the Managed Service and not for any other purpose by any unauthorized third party and, if required by IT Glue from time to time in IT Glue’s sole discretion, each User shall accept the terms of an end user license agreement for the Software.

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10. Hardware. Delivery to Customer of any hardware and software pre-installed on the hardware (together, the “Hardware”) shall be made FCA (Incoterms 2010) our or our affiliate’s or subcontractor’s designated facility in Libertyville, IL or Canton, MA or any other location as designated by us from time to time or according to the applicable trade term specified on the Order Form. Risk of loss or damage to such hardware and pre-installed Software and title to any such Hardware shall pass to Customer upon delivery.

11. Fees and Payment.

11.1 Payment Terms. Licensee shall pay to IT Glue the Fees due for the Software in accordance with terms of this Agreement and any applicable Order Form. Except as otherwise specified herein or in an Order Form, (a) fees are based on Software licensed and Services purchased and not actual usage, (b) all payment obligations under this Agreement are non-cancelable and non-refundable, and (c) quantities purchased cannot be decreased during the relevant subscription term. Any payments more than thirty (30) days overdue will bear a late payment fee of 2.0% per month, or, if lower, the maximum rate allowed by law. All amounts payable by Licensee are exclusive of any taxes, fees, duties, shipping, or other charges, however designated, now or hereafter levied. Licensee will be responsible for all taxes (other than IT Glue income taxes), fees, duties, shipping or other such charges under this Agreement. Licensee agrees to be responsible for payment for all activity by third parties who access or use the Software through Licensee’s account regardless of whether such activity was authorized by Licensee or not. Licensee is responsible for all incidental charges related to using the Software such as charges for Internet access, third party software licenses, text messaging, or other data transmission.

11.2 Payment method; Credit Card Authorization. Until all amounts due have been paid in full, Licensee agrees to keep its payment information current at all times and authorizes IT Glue to charge such payment method (including but not limited to credit card, debit card, wire transfer and/or automated clearing house) provided by Licensee, all amounts due under this Agreement, including without limitation, usage beyond the amount specified in the applicable Order Form. All prices are given and must be paid in the currency listed on the applicable Order Form.

11.3. Invoicing. IT Glue may invoice Licensee electronically or by paper invoice. Licensee must notify IT Glue within ninety (90) days of the receipt of the invoice of any billing errors thereon. If Licensee does not notify IT Glue within this time, IT Glue will not be required to correct the error and/or make adjustments to Licensee’s account and Licensee hereby waives any claim, allegation or contention with respect to such invoice.

12. Term; Termination; Suspension.

12.1. Term. The Licensee will be bound for the entire Term of this Agreement. “Term” is defined as the period of time beginning on the Effective Date and ending on the date set forth in the Order Form, or, if later, the expiration date of any SOW. If the Order Form does not contain a termination date, the Term shall be deemed to end on the later of the three-year anniversary of the Effective Date and the expiration date of any SOW. Except as otherwise specified in an Order Form, at the end of any Term, subscriptions will automatically renew for additional Terms equal to the greater of the expiring Term length or three (3) years, unless either party gives the other party notice of non-renewal at least 30 days and no more than 60 days before the end of the relevant Term. Except as otherwise specified in an Order Form, pricing during any automatic renewal Term will be the same as that during the immediately preceding Term plus an increase not to exceed five percent (5%) plus any increase in the Consumer Price Index published by the U.S. Bureau of Labor Statistics during the immediately prior year, in IT Glue’s sole discretion.

12.2. Termination; Suspension. This Agreement and all rights and licenses granted hereunder will automatically terminate upon the earlier of (a) the date that is thirty (30) days following a party’s receipt of written notice of any material breach delivered by either party to the other party provided that any such breach remains uncured at the end of such notice period or immediately in the case of any breach of Sections 2 or 3 by Licensee and (b) the end of a Term that is not renewed. Furthermore, and without derogating from any rights or remedies of IT Glue, IT Glue shall be entitled to suspend any Service and the use of the Software by Licensee should Licensee breach any term of this Agreement, including without limitation failing to pay any amounts due in a timely manner, or if continued provision of Services poses a risk to IT Glue in its sole discretion. Upon termination of this Agreement, or if the license ceases to be effective, Licensee shall immediately cease all use of all Software and Documentation and return or (upon IT Glue’s request) destroy all copies of all Software and Documentation and all portions thereof and so certify in writing to IT Glue and immediately pay all amounts due to IT Glue hereunder. Except as otherwise expressly provided herein, the terms of Sections 2, 11, 13, 15 and 16 shall survive any termination or non-renewal of this Agreement. Termination is not an exclusive remedy and all other remedies available under applicable law or in equity will be available to IT Glue whether or not termination occurs.

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16. Miscellaneous.

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16.2. Confidentiality. Each party agrees to hold the other party’s Confidential Information in confidence and not to use it for any purpose other than the purposes permitted under this Agreement. Each party agrees to use the same standard of care to protect Confidential Information as it uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. The terms of this Agreement constitute Confidential Information. Confidential Information of the other party may only be disclosed to those Affiliates, employees, contractors and advisors of Company or of IT Glue, as applicable, on a need-to-know basis and who agree to be bound by confidentiality restrictions at least as restrictive as those contained in this Agreement; provided, that nothing shall prevent or prohibit a party from using or disclosing Confidential Information as may be required by law, rule, regulation or legal process. Confidential Information remains at all times the property of the disclosing party. Unless otherwise explicitly set forth herein, no licenses or rights under any patent, copyright, trademark, or trade secret are granted or are to be implied with respect to Confidential Information. IT Glue may identify Licensee as a customer when referring to lists of customers. Furthermore, IT Glue may automatically extract and use Licensee’s data and information internally for the limited use of its research and analysis as may be necessary to enhance and improve the software and services it provides to its customers, provided always that any such retained data or information of Licensee shall be for internal use only and shall be used in a de-identified manner only.

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16.7. Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the State of New York and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Software shall be subject to the exclusive jurisdiction of the state and federal courts located in the Borough of Manhattan, New York, New York. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement. This choice of jurisdiction and venue does not prevent either party from seeking injunctive relief in connection with any breach or threatened breach of this Agreement or enforcement or recognition of any award or order in any appropriate jurisdiction. In addition, the parties agree that they may only bring claims against the other in their individual capacities and not as a plaintiff, class representative or member in any purported class or representative proceeding. The parties hereby agree that each is waiving all respective rights to a trial by jury regarding any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Software. Any claim by either party arising out of or related to this Agreement must be brought no later than two (2) years after it has accrued. If IT Glue commences litigation in connection with this Agreement, it will be entitled to recover its reasonable attorneys’ fees, costs and other expenses.

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16.10. Entire Agreement; Severability. Subject to the other terms and conditions of this Agreement or an applicable Order Form, IT Glue purchase order or formal written quote provided by IT Glue, this Agreement is the entire agreement between IT Glue and Licensee regarding Licensee’s use of the Software, and supersedes and replaces any previous communications, representations, or agreements, or Licensee’s additional or inconsistent terms, whether oral or written. In the event any provision of this Agreement is held invalid or unenforceable the remainder of the Agreement will remain enforceable and unaffected thereby. This Agreement may not be modified nor any rights under it waived, in whole or in part, except in writing, signed by both parties. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Licensee may use in connection with the licensing of the Software will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of IT Glue to object to such terms, provisions or conditions. Orders are non-cancelable, non-refundable, non-returnable.

16.11. Force Majeure. Each party’s obligation (other than Licensee’s obligation to pay Fees when due) shall be suspended during any period that the party is rendered incapable of performing by virtue of any criminal acts of third parties, war, viruses, acts of public enemies, severe weather conditions, utility failures, strikes or other labor disturbances, fires, floods, other natural disasters, other acts of God, unforeseeable acts of employees, telecommunication or interruption of Internet service, or any causes of like or different kind beyond any reasonable control of the party.

16.12. Waiver. The failure of either party to insist in any instance upon any payment or performance when due by the other party, shall not relieve such other party of any of its obligations with respect to such performance, or constitute a waiver of such party’s right to insist upon the full and timely performance in the future of any of the other party’s obligations under this Agreement.

16.13. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original. This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party.