



SERGEANT LABORATORIES, INC.

200 MASON ST
ONALASKA, WI 54650
(608) 788-9143

PRODUCT LICENSE AND SUPPORT SERVICES AGREEMENT

SERGEANT LABORATORIES, INC. ("Licensor") and the party named in the signature box below as "Licensee" agree that from the Effective Date of this document, the terms and conditions as stated on this Cover Page and expressed herein constitute an agreement ("Agreement") between Licensor and Licensee for the use of the Products and/or provision of Support Services as itemized below. The charges quoted herein and the terms and conditions of this Agreement supersede any previous offers for the Products and/or Support Services stated below and the terms and conditions of any purchase order or previous license between Licensee and Licensor.

LICENSOR:

Sergeant Laboratories, Inc.
200 Mason Street
Suite #15
Onalaska, WI 54650

P: (608)788-9143

F: (608)788-9662

LICENSEE:

City of Corpus Christi
Kim Baker
(361)826-3740 8169

BILLING ADDRESS:

1201 Leopard St
Corpus Christi, TX 78401

AUTHORIZED SITE(S):

City of Corpus Christi
1201 Leopard St
Corpus Christi, TX 78401

Product Name	Product Version No.	Computer System (Serial Number)	No. of users, CPUs, seats and/or Servers	License Fee	Initial License Term	Service Charge (Initial License Term)
AristotleInsight® Appliance ("the Product")	7.7	SGT070717-01	1	33,972.95	10/20/17 to 10/20/18	-
AristotleInsight® Universal Agent ("the Software")	7.7		3,000	-	10/20/17 to 10/20/18	-
Sub-Total				\$33,972.95	Sub-Total	-
					Tax	Paid by Customer
					Total	\$33,972.95

Customer acknowledges Product reports provide extensive data analysis including but not limited to forensic level, keystroke data collection which may be disabled. The product is configured with keystroke data collection enabled by default. Keystroke data collection may be disabled by checking the box below:

Initial here: _____

☐ Disable keystroke collection.

I have read the Agreement in its entirety and have had the opportunity to ask questions of and receive answers from Licensor's authorized representative for the Product and the offer contained herein is accepted on the terms and conditions specified in the Agreement.

LICENSEE: City of Corpus Christi

Signature: *Kim R Baker*

Name: *Kim Baker*

Title: *Assistant Director of Financial Services*

Date: *10-6-17*

Licensee's Order Number (for administrative purposes only).

Ref/PO#: 40589

System Serial Number: SGT070717-01

LICENSOR: SERGEANT LABORATORIES, INC.

Signature: *Matt Vande Slunt*

Name: Matt Vande Slunt

Title: Comptroller

Date: 7/7/17

ARTICLE I: RECITALS AND DEFINITIONS

Section 1.01 – Cover Page: The information included in the Cover Page is true and correct and is part of this Agreement.

Section 1.02 – Definitions: The following definitions shall apply:

- (1) **Access:** The term "access" and variants thereof shall mean to connect to, store data in, retrieve data from or otherwise approach or make use of (directly or indirectly) through electronic means or otherwise the Product.
- (2) **Cancellation Notice:** The term "Cancellation Notice" shall mean that written notice sent by Licensor to Licensee to the effect that this Agreement is terminated because of breach by Licensee.
- (3) **Confidential Information:** The term "Confidential Information" shall mean: (a) pricing or information concerning any Licensor products or services; (b) trade secrets and other proprietary rights of Licensor; (c) any business, marketing or technical information that is confidential or proprietary to Licensor.
- (4) **Computer:** The term "Computer" shall mean that certain computer system as described in the Cover Page and/or Schedule A (or as specified during user registration if this Agreement is being displayed and accepted electronically) which is attached hereto or displayed above to the Licensee and by this reference incorporated herein.
- (5) **Defect Notice:** The term "Defect Notice" shall mean that certain written notice from Licensee to Licensor identifying, in reasonable detail, one or more discrepancies between the actual performance of the Product and the performance of the Product described in the Documentation.
- (6) **Documentation:** The term "Documentation" shall mean the Product user guides and user manuals that are made generally available to the public including all such updates thereto.
- (7) **Effective Date:** The term "Effective Date" shall mean the date this Agreement is signed or electronically accepted by Licensor.
- (8) **License Fee:** The term "License Fee" shall mean that certain amount identified on the Cover Page, in the column headed License Fee.
- (9) **License Term:** The term "License Term" shall mean a period of time starting with the Effective Date and continuing until terminated under the terms and conditions of this Agreement.
- (10) **Product:** The term "Product" shall mean that product identified as "the Product" on the Cover Page, including Updates that are made generally available to Licensee by Licensor as specified in this Agreement.
- (11) **Product Problem:** The term "Product Problem" shall refer to those instances where a Product is not functioning according to the specifications in the Documentation.
- (12) **Renewal Term:** The term "Renewal Term" shall mean any period of time that this Agreement is renewed after the Initial License Term.
- (13) **Remote Access:** The term "Remote Access" shall mean telecommunications access to the Product

using a modem or any access deemed to be remote access by industry standards.

- (14) **Software:** The term "Software" shall that product identified as "the Software" on the Cover Page, including all of the contents of the electronic files, whether on disk(s), CD-ROM(s) or other media, provided by Licensor under this Agreement.
- (15) **Updates:** The term "Update" shall mean: (a) any upgrades, modified versions, updates, additions, replacements and copies of the Software (current release only), if any, provided to Licensee by Licensor for the sole purpose of maintenance, error correction, or debugging of the Software, or (b) any upgrades, modified versions, replacements or additions to the Secure Data Vault Server (current model only), if any, provided to you by the Licensor for the sole purpose of maintenance, error correction, or debugging of the Product.
- (16) **Unauthorized Access:** The term "Unauthorized Access" shall mean any access to the Product or Documentation except for the exclusive purposes of: (a) use pursuant to the terms and conditions of this Agreement; (b) internally demonstrating the performance, utility and functions of the Product for the sole purpose of use pursuant to the terms and conditions of this Agreement; or (c) training employees of Licensee in the use of the Product pursuant to the terms and conditions of this Agreement.
- (17) **Unauthorized User:** The term "Unauthorized User" shall mean any individual who accesses the Product or Documentation except for employees authorized by Licensee to access the Product or Documentation for the exclusive purposes as set forth in Section 1.02 (16).

ARTICLE II: SCOPE OF LICENSE

Section 2.01 – Grant of Limited License: Licensor hereby grants to Licensee a non-exclusive, non-transferable, and personal license to use the Software on the Product or other Computer of Licensee, and to use the Documentation, for the License Term only in accordance with the terms and conditions of this Agreement. The foregoing grant of license excludes the right to modify all or any portion of the Software or the Product, or any Documentation, or to create any derivative works thereof, except as expressly authorized by Licensor in writing in advance. The use by Licensee of such modification or derivative work shall be subject to the terms of this Agreement, including all license restrictions set forth in this Article II, unless otherwise expressly agreed by Licensor in writing.

Section 2.02 -- Risk of Loss: Licensee assumes risk of loss to the Product as of the time of shipment and/or downloading of the Product by Licensor.

Section 2.03 – Authorized Use: Licensee shall prevent Unauthorized Access to the Software and the Product, and shall prevent Unauthorized Users from Accessing the Software and the Product.

Section 2.04 – Other Use Restrictions: Licensee shall use the Software and the Product only in accordance with the Documentation and only on the Computer at the Authorized Site(s) of Licensee as specified in the Cover Page and/or Schedule A

of this Agreement (or as specified during user registration if this Agreement is being displayed and accepted electronically.) Excepting access by Licensor, Licensee shall prevent Remote Access. The Software and the Product may not be sublicensed or relicensed by Licensee nor be deployed or distributed to, or for the benefit of, any third party, including consultants, and may only be used for the internal business purposes of Licensee as specified in this Agreement. Licensee agrees not to sublicense, relicense, rent, assign, loan, lease or use the Software or the Product to provide service bureau, ASP, commercial time-sharing, or similar services to third parties, including consultants, or for any other activities or purposes not expressly authorized in this Agreement without the express, prior written consent of Licensor in each instance. Other than pursuant to a regularly scheduled and followed backup policy applicable to substantially all software licensed by Licensee, Licensee may make no more than one copy of the Software for backup purposes in support of the use of the Product. Use of the Product is restricted to the number of users, CPUs, seats and/or servers and computer system and machine class, if applicable, for which License Fees have been paid, as specified in the Cover Page and/or in Schedule A (or as specified during user registration if this Agreement is being displayed and accepted electronically.).

Section 2.05 – Compliance Verification: At least once every calendar year and, absent reasonable suspicion of breach of this Agreement, no more than twice in one calendar year, Licensor shall be entitled, after giving Licensee at least five (5) days' notice and subject to Licensee's reasonable requirements relative to safety and security, to audit and inspect Licensee's records and facilities as is reasonably necessary for Licensor to ensure compliance with the provisions of this Agreement. Notwithstanding the foregoing, if Licensor reasonably suspects that Licensee has breached this Agreement, Licensor may audit Licensee's Product-related activities with one (1) day's notice. Licensee shall maintain complete and accurate records, available on request to Licensor, indicating the location(s) where each Product has been installed and, as applicable, the Computer/computer system and the number of users, CPUs, seats, and servers for each Product. If Licensee's non-compliance with this Agreement has resulted in a loss that is equal to or greater than five percent (5%) of the License Fee paid to date for that year or is otherwise reasonably determined to be a material breach of the terms and conditions of this Agreement, Licensee shall reimburse Licensor in full for the cost of such audit in addition to paying any other fees, costs, or damages associated with the non-compliance or breach.

Section 2.06 – Documentation Use: Documentation may be used only in support of authorized use of the Software and the Product as specified in this Agreement.

Section 2.07 – Services: Unless otherwise defined in a separate Extended Service Agreement or Product Maintenance Agreement, Support Services provided by Licensor to Licensee shall consist of technical phone support or e-mail support, at Licensor's discretion, offered for the duration of the Initial License Term only, related to: (a) installation, site preparation and planning; (b) user operation; and (c) Updates. The Initial License Term shall be 12 months beginning on the Effective Date as indicated on the Cover Page. Licensor agrees to provide Support Services specified in this Agreement on the Effective Date for the Initial License Term, using

commercially reasonable efforts in doing so. The non-refundable Service Charge must be paid in accordance with the terms of this Agreement in order for Licensee to be entitled to the Support Services for the Initial License Term. Licensor has no obligation to provide Support Services or any other services for: (i) altered or modified Software or Products; (ii) third party software or applications being used in conjunction with the Software or Products; (iii) Product Problems or other such problems which arise as a result of Licensee's negligence or fault, or from malfunctions of Licensee's hardware or its operating systems; (iv) Product Problems or other such problems which result from changes to the operating environment which make it incompatible with the operating environment for which the Software or Product was originally provided, including without limitation, additions or changes to hardware, operating systems, compilers, or co-resident software; nor has Licensor any obligation to assist Licensee to develop or debug applications which use the Software or Product. At any given time, Licensor shall provide Support Services for the then-current, general-release version of the Software and Product, and the immediately preceding general release version of such Software and Product, but only for a period of six (6) months following the general release of the then-current version of the Software and Product. In all cases, Licensor shall provide Support Services only during the Initial License Term and any Renewal Term.

Section 2.08 – Renewal: If, at least thirty (30) days before the end of the Initial License Term or any subsequent Renewal Term, Licensee does not notify, in writing, Licensor that Licensee will not renew this Agreement, then this Agreement shall be deemed automatically renewed by Licensee for an additional one year Renewal Term, which will include the right to Support Services. License Fees for such Renewal Term will be billed and must be paid in accordance with the terms and conditions of this Agreement. With regards to renewal of this Agreement, the License Fee is subject to reasonable increase at the sole discretion of Licensor. Licensee is entitled to receive Updates during the Initial License Term or any subsequent Renewal Term of this Agreement.

ARTICLE III – PAYMENT

Section 3.01 – Fees: Licensee shall promptly pay the License Fee and Initial Service Charge within thirty (30) days of delivery of the Product. Additional Service Charges, costs, and fees for any services beyond those described in Section 2.07 will be charged for and invoiced separately at Licensor's discretion.

Section 3.02 – Costs: Licensee shall pay all direct costs incurred by Licensor in providing Support Services or any other services pursuant to this Agreement. Such direct costs shall include (without limitation) postage, shipping, media charges, telephone, travel, material and reproduction costs.

Section 3.03 – Invoicing and Payment: Licensor shall invoice Licensee monthly for any costs incurred by Licensor in providing Support Services or any other services under this Agreement or for any balance due on the License Fee. Upon request of Licensee, such invoices shall be accompanied by receipts evidencing such costs. Licensee shall pay any such invoice in full within thirty days of receipt, or in the case of overdue License Fees or other overdue balances, within ten (10) days of receipt of the invoice. Any amounts payable by

Licensee hereunder that remain unpaid after the due date shall be subject to a late charge equal to the lesser of the maximum amount permissible by law or 1.5% per month from the due date until such amount is paid.

Section 3.04 – Taxes: Licensee shall pay any and all applicable taxes, including without limitation, if applicable, sales, use, property, value added or other taxes based on licenses granted or services provided, excluding taxes on Licensors' net income.

ARTICLE IV – TERMINATION

Section 4.01 – Termination Limitations: This Agreement may only be terminated as provided under this Article IV.

Section 4.02 – Term: The grant of license rights under this Agreement shall be valid only for the License Term.

Section 4.03 – Termination: Licensee may terminate this Agreement for convenience with no less than ten days written notice of termination to Licensors. Termination of this Agreement shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Licensee of any obligation that has accrued or is otherwise owed by Licensee.

Section 4.04 – Cancellation for Cause: If Licensee violates its obligations under this Agreement, Licensors may cancel the Agreement by sending a Cancellation Notice describing the noncompliance to the Licensee. Upon receiving a Cancellation Notice, the Licensee shall have ten (10) days from the date of such notice to cure any such noncompliance. If such noncompliance is not cured within the required ten (10) day period, Licensors shall have the right to cancel this Agreement, effective upon written notice, as of the eleventh day after the date of the Cancellation Notice.

Section 4.05 – Effect of Termination/Actions Upon Termination: Upon termination or cancellation of this Agreement: (i) all rights of Licensee hereunder will terminate, in which event all license rights shall also cease and the Products and Documentation and all copies thereof shall be returned to Licensors or destroyed, as directed by Licensors; (ii) all amounts due to Licensors hereunder will become immediately due and payable; and (iii) the following provisions will survive termination of this Agreement: Section 2.05, Sections 3.01 – 3.04, Sections 4.01 - 4.05, Section 5.02, Section 5.05, Sections 6.01 - 6.05, and Sections 7.01 – 7.15.

ARTICLE V – WARRANTY

Section 5.01 – Representations and Warranties: Licensors represents and warrants that for the first ninety (90) days after shipment, the Products will substantially conform in material functional respects to the applicable Documentation.

Section 5.02 – LIMITED WARRANTY: Except for the limited warranty specified above, LICENSORS AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS LICENSEE MAY OBTAIN BY USING THE PRODUCT OR DOCUMENTATION. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.01 AND EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO LICENSEE IN LICENSEE'S JURISDICTION, LICENSORS AND ITS SUPPLIERS HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES,

CONDITIONS, REPRESENTATIONS, GUARANTEES OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

Section 5.03 – Defect Notice: Any Defect Notice must be received by Licensors within thirty (30) days after delivery of the Product. Upon receiving a Defect Notice from Licensee, Licensors shall review the asserted discrepancy to determine if the discrepancy is valid. If, in the reasonable professional judgment of Licensors the discrepancy is valid, Licensors' only obligation shall be, in the Licensors' sole discretion, to correct the discrepancy, using commercially reasonable efforts to do so, or to refund the portion of the License Fee appropriate to the particular defect in question. If, in the reasonable professional judgment of Licensors, such discrepancy is not valid, Licensors shall submit to Licensee a written explanation of the reasons why such asserted discrepancy is not valid. The written explanation of Licensors set forth herein shall be deemed accepted by Licensee within ten (10) days after Licensee's receipt of the written explanation.

Section 5.04 – Licensors' Indemnity: Licensors shall indemnify and defend Licensee from and against any loss, cost, damage or expense actually incurred by or awarded against Licensee arising from any claim by a third party that any Product infringes any U.S. patent, trademark, copyright or trade secret of such third party, provided that: (i) Licensee promptly gives written notice of such claim, loss, expense, or action (or if Licensee has reason to know of a claim, promptly gives written notice of the circumstances from which such claim, loss, expense, or action may arise); (ii) Licensee provides all reasonably required assistance to Licensors or Licensors' agents in the defense of such claim, loss, expense, or action and gives Licensors sole authority to settle or defend the claim; (iii) the infringement does not result from the combination of the Software or Product with any product not supplied by Licensors for use with the Software or Product; (iv) the infringement does not result from any modification of the Software or Product (other than by Licensors), or any use of the Software or Product other than as specified in the applicable Documentation; and (v) the infringement would not have been avoided if Licensee had implemented any new version or changes to the use or configuration of the Software or Product made available or recommended by Licensors. In the defense or settlement of any such claim, Licensors may, in its sole discretion: (i) replace or modify the Software or Product at issue so that its use is non-infringing; (ii) procure for Licensee the right to continue to use the Software or Product at issue; or (iii) terminate the licenses granted hereunder with respect to the Software or Product (or portion thereof) that is infringing and grant Licensee a credit or refund for the Software Product (or portion thereof) that is infringing.

Section 5.05 – Limitation of Damages: IN NO EVENT WILL LICENSORS OR ITS SUPPLIERS OR ITS AFFILIATES OR AGENTS BE LIABLE TO LICENSEE FOR ANY OTHER DAMAGES, CLAIMS OR COSTS WHAT-

SOEVER OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A LICENSOR REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSOR'S AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS, AFFILIATES AND AGENTS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID FOR THE PRODUCT, IF ANY. In all cases, Licensor shall not be liable for any failure to perform its obligations under this Agreement because of circumstances beyond the control of Licensor, which such circumstances shall include (without limitation) natural disaster, terrorism, labor disputes, war, declarations of governments, transportation delays, failure of Licensee's Computer or other hardware or systems, telecommunications failure and misuse of the Software, Product or Documentation by Licensee. Licensor is acting on behalf of its suppliers, affiliates and agents for the purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided in this Agreement, but in no other respects and for no other purpose. Any claims under this Agreement, including claims arising out of Licensee's rights under Section 5.04, must be brought within one year of the date on which Licensee became aware or should have become aware of the facts giving rise to such claim. Failure to bring such claims within the specified period shall result in a complete waiver of Licensee's rights as regards such claims under this Agreement or otherwise

ARTICLE VI - INTELLECTUAL PROPERTY

Section 6.01 -- Ownership and Title: Except for the limited license granted herein, all right, title, and interest throughout the world in and to (i) the Software, Product and Documentation and (ii) any modifications to or derivative works of all or any part of the Software, Product or any Documentation created by or on behalf of Licensee ("Licensee Enhancements") including rights to patents, copyrights, trademarks and trade secrets therein, shall be and remain the exclusive property of Licensor. The source code of the Product, as well as the structure and organization of the source code, and the Documentation, are the valuable trade secrets and Confidential Information of Licensor. The Software, the Product, and certain components of the Product and Documentation, are protected by copyright, including the United States Copyright Act, international treaty provisions and applicable laws in the jurisdictions in which it is being used. Licensee shall not remove or alter any copyright notices, proprietary legends, or any other similar notices affixed by Licensor to the Software, Product or Documentation, and Licensee shall ensure that all such notices will be affixed and clearly visible on any copies or duplicates of the Software, Product or Documentation which Licensee may be authorized to produce pursuant to this Agreement. With respect to any Licensee Enhancements, Licensee agrees and acknowledges that all right, title, and interest throughout the world in and to such Licensee Enhancements shall irrevocably and unconditionally vest in Licensor as an original matter as a "work made for hire"

under the U.S. Copyright Act. In the event that any Licensee Enhancement does not qualify as a "work made for hire" as a matter of law, Licensee hereby irrevocably and unconditionally agrees to assign and assigns all right, title and interest throughout the world in and to such Licensee Enhancements to Licensor and agrees to execute any and all documents and take any and all further actions required to confirm and perfect such assignment, at Licensor's request.

Section 6.02 -- Reverse Engineering: Reverse engineering, disassembly, decompilation and other source code derivation of the Software or the Product are strictly prohibited.

Section 6.03 -- Confidentiality: Licensee hereby acknowledges that the Software, the Product, the Documentation, and related disclosures, include information that is Confidential Information of Licensor. Licensee hereby agrees not to disclose such information except to persons and organizations expressly authorized in writing by Licensor to receive such information. The foregoing does not apply to information: (i) rightfully known by Licensee prior to receipt; or (ii) which becomes public knowledge by acts other than those of the parties after receiving such information; or (iii) is independently developed by Licensee without a breach of obligations hereunder; or (iv) is rightfully received by Licensee from a third party without restriction and without breach of this Agreement.

Section 6.04 -- Copies: Except as expressly authorized in this Agreement, Licensee shall not copy the Software, Product or Documentation and shall not allow the Software, Product or Documentation to be copied without the prior written consent of Licensor.

Section 6.05 -- Indemnification: Licensee shall defend, indemnify and hold harmless Licensor against any damages or liability arising from use of the Software, Product or Documentation by Licensee and/or any breach by Licensee of this Agreement

ARTICLE VII - MISCELLANEOUS

Section 7.01 -- Assignments: Licensee may not assign or otherwise transfer this Agreement or any right hereunder, including by operation of law, without the prior written consent of Licensor. Any purported assignment in violation of this Section 7.01 shall be void and without effect.

Section 7.02 -- Entire Agreement: This Agreement expresses the entire understanding of the parties and supersedes previous verbal and written agreements between the parties concerning licensing of the Product. Licensee hereby acknowledges that the Documentation shall in no way lessen Licensee's obligations to Licensor under this Agreement or broaden Licensee's rights under this Agreement.

Section 7.03 -- Equitable Remedies: Licensee hereby acknowledges that damages at law may be an inadequate remedy for Licensee's breach of this Agreement. Therefore, Licensor shall have the right to seek specific performance, injunction or other equitable remedy in the event of a breach of this Agreement by Licensee, without necessity of posting a bond or other security thereof.

Section 7.04 -- Amendments and Modifications: Waivers, alterations, modifications or amendments of a provision of this Agreement shall not be binding unless such waiver, alteration, modification or amendment is in writing and signed by the party to be bound.

Section 7.05 – Severability: If any provision of this Agreement is rendered invalid, the remaining provisions shall remain in full force and effect.

Section 7.06 – Captions: The headings and captions of this Agreement are inserted for convenience of reference and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

Section 7.07 – Governing Law: This Agreement shall be governed by the laws of the State of Minnesota. This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

Section 7.08 – Notice: Notices shall be in writing and shall be deemed delivered in person when delivered by courier or mailed postage to the person and address designated on the Cover Page.

Section 7.09 – Bankruptcy: If Licensor must institute, defend, appear or attend a bankruptcy proceeding as a result of the filing of bankruptcy by Licensee, fees and expenses shall be borne by Licensee. If Licensee has a bankruptcy proceeding filed against it, Licensor shall recover attorney fees, expert witness fees, and other costs incurred by such other party in connection with the bankruptcy proceeding, hearing or trial. If Licensee is subject to insolvency, bankruptcy, or any other such proceedings, then Licensor may, in its sole discretion, require Licensee or its receiver or such equivalent party to return the Product(s) and Documentation to Licensor or to destroy them, and, at Licensor's sole discretion, all Support Services hereunder will cease. In all such events as described in this Section, Licensee will not be entitled to any refund of Licensee Fees or Service Charges.

Section 7.10 – Waiver: Waiver of any breach of this Agreement shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision.

Section 7.11 – Arbitration: Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and will be held at Madison, Wisconsin. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Qualified Arbitrators shall be selected by the parties in accordance with the Rules of the American Arbitration Association. Each party shall have the right of discovery as set forth in the Federal Rules of Civil Procedure.

Section 7.12 – Arbitration or Litigation Expense: In the event of litigation or arbitration arising out of this Agreement, each party shall pay its own costs and expenses of litigation and arbitration (excluding fees and expenses of arbitrators and administrative fees and expenses of arbitration).

Section 7.13 – Other Authorizations: Licensee hereby authorizes Licensor to list Licensee as a customer and to provide a copy of this Agreement in conjunction with a financing transaction, acquisition, merger, or other such transactions, or in conjunction with legal or professional consultation.

Section 7.14 – Export Rules: Licensee will comply with all applicable export and related laws and regulations, obtain any applicable export licenses, and it will not export or re-export directly or indirectly (including via remote access)

any part of the Software, Product, Documentation, and/or technical data to any country subject to an embargo by the United States. Licensee also may not export and/or re-export the Software or the Product, including technical data, to individuals and companies listed on any list of parties proscribed by the United States Government or any agency thereof. In addition, Licensee may not export and/or re-export Software, Product, Documentation and/or technical data, if it knows or has reason to know that a recipient or end-user is engaged in the design, development and use of weapons of mass destruction or is engaged in activities which may be deemed a threat to the national security of the United States.

Section 7.15 – Notice to U.S. Government End Users: Products acquired with United States Federal Government funds or intended for use within or for any United States federal agency are provided with "Restricted Rights" as defined in DFARS 252.227-7013(c)(1)(ii) or FAR 52.227-19 and are subject to any other such applicable regulations of the U.S. Government.

SCHEDULE A

COMPUTER SYSTEM DESCRIPTION

DataVault ID	Hardware Description	Serial Number
AristotleInsight® Appliance	1U Rackmount Server*	SGT070717-01

*Contact Sergeant Laboratories, Inc for detailed hardware specifications.