**SOFTWARE LICENSE, MAINTENANCE, PROFESSIONAL SERVICES AND HOSTING
(GSA PROCUREMENT)**

These terms ("Terms") are between AssetWorks LLC, a Delaware Limited Liability Company ("AssetWorks") and City of Farmer's Branch ("Customer") for AssetWorks to provide Customer with perpetual licenses to AssetWorks proprietary software application and provide the Customer with related maintenance, professional implementation and hosting services for the application in accordance with AssetWorks GSA Contract #GS-35-4731G (end date May 19, 2017) ("GSA") as follows:

1. PRICING AND PAYMENT
AssetWorks will provide the products and services as set forth in Exhibit A in accordance with payment schedule set forth thereon.

2. SOFTWARE LICENSE
AssetWorks will license its proprietary software to Customer set forth on Exhibit A ("Software") in accordance with the terms in Exhibit B.

3. SOFTWARE MAINTENANCE
Maintenance of the Software will be accordance with Exhibit C.

4. PROFESSIONAL SERVICES
Professional services to implement the Software will be in accordance with Exhibit D.

5. HOSTING SERVICES
AssetWorks will host the Software in accordance with Exhibit E.

Accepted by CUSTOMER: City of Farmers Branch   Attest:

By:_____   _____
    Gary D. Greer, City Manager   Angela Kelly, City Secretary

Date:_____   Approved as to Form:

                                                               _____
                                                                City Attorney

Accepted by AssetWorks LLC:

Signature_____

Name_____

Title_____

Date_____

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EXHIBIT A

ASSETWORKS PAYMENT SCHEDULE
FOR THE CITY OF FARMERS BRANCH

As detailed in the Exhibits, AssetWorks will invoice as follows. Invoices are due thirty (30) days after the date of invoice:

1. Software is invoiced upon contract execution. .
2. Services and related expenses are invoiced monthly as rendered and incurred.

Software:

GSA SIN #	Item	Qty	Unit Price	Extension	TOTAL
	SOFTWARE- FASUITE				
132-33	FleetFocusFA, licensed by vehicle equipment units	300	$	11,940	Unlimited Users
	component/ other asset licenses	900			Unlimited Users
	Includes the following modules:				
132-33	Shop Scheduling Module				Unlimited Users
132-33	Replacement Planning (Includes Performance Modeling)				Unlimited Users
132-33	Production Planning Module				Unlimited Users
132-33	Equipment Planning Module				Unlimited Users
132-33	Service Level Agreement Module				Unlimited Users
132-33	Ad Hoc Query Module				Unlimited Users
132-33	Enterprise Portal (0-client GUI)				Unlimited Users
132-33	Shop Activity Portal (technician, parts and supervisor portals)				Unlimited Users
132-33	Reporting Portal				Unlimited Users
132-33	KPI/Dashboard Portal				Unlimited Users
132-33	EquipmentFocus for Facilities Module				Unlimited Users
132-33	Notifications Portal				Unlimited Users
				Subtotal $	**16,515**
132-33	Crystal Xl OEM embedded edition (server license)	1	$ 2,494 $	2,494	1 report writer
				Subtotal $	**18,909**

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Implementation Services:

GSA SIN #	A	Baseline Implementation Services				
132-51	A.1	Project Start-up	16	hrs	$	2,942
132-51	A.2	Project Management and Oversight	32	hrs	$	5,884
132-51	A.4	Software Installation	12	hrs	$	2,207
132-51	A.5	System Set-up Training	48	hrs	$	8,826
132-51	A.6	System Configuration	24	hrs	$	4,413
132-51	A.7	Interface and Technical Services	56	hrs	$	10,297
132-51		*Configure FuelForce Fuel Interface*				
132-51		*H.T.E Output file*				
132-51	A.8	Data Loading	64	hrs	$	11,768
132-51	A.9	Convert Unit summary historical cost data	32	hrs	$	5,884
132-51	A.10	Training Preparation	0	hrs	$	-
132-51	A.11	Trainer Training Delivery	32	hrs	$	5,884
132-51	A.12	Post-Implementation Support	32	hrs	$	5,884
		Estimated Subtotal	**292**	**hrs**	**$**	**63,990**
		Travel Costs			$	7,000
		Estimated Fleet Total	**292**		**$**	**70,990**

Assumptions:

AssetWorks will provide a revised estimate and Statement of Work before the project begins

Estimated costs are for a time and materials project and do not include applicable taxes

Data loading services include:

> Equipment Primary Information
>
> Parts Primary Information
>
> Summary cost history

Estimate does not include any hardware

EXHIBIT B

ASSETWORKS SOFTWARE LICENSE

This License applies to software more specifically defined in Exhibit A provided to Customer by AssetWorks LLC, a Delaware limited liability company ("AssetWorks") including software owned by AssetWorks and software owned by other parties that is embedded in software owned by AssetWorks or that is included in hardware provided by AssetWorks.

1. LICENSE. AssetWorks grants to Customer a non-exclusive, perpetual non-transferable license to make use of the software specified in Exhibit A (herein "Software") on the Customer's database servers, and application servers and/or web servers (referred to as the "Enterprise") or AssetWorks data center in accordance with the Hosting terms set forth in Exhibit E.

Customer shall have the right to use only one copy or image of the Software for production purposes to the limits set forth in Exhibit A.   Customer may increase those limits by executing a subsequent quotation or PO and paying in full the applicable fees.

Customer may make one copy of the Software for backup purposes. The backup copy must contain the complete program name, copyright and trademark notices. Backup copies are for Customer use only and cannot be assigned or transferred to another person or used on another computer.

2. RESTRICTIONS. Customer cannot sell, rent, lease, loan, transfer, distribute, copy electronically, or transfer any copy or part of this software without prior written consent of AssetWorks and the payment of additional license fees. Customer cannot modify, translate,

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disassemble, decompile, or create derivative works of the software or any copy in whole or in part.

3. INTELLECTUAL PROPERTY. Customer acknowledges and agrees that the Software consists of proprietary source code developed and owned by AssetWorks ("AssetWorks Software"). It may also include contributions made by third parties whose source code ("Third Party Software) is incorporated into and made a part of the Software.

The current list of Third Party Software, if any, is listed in electronic documentation available upon request. Customer acknowledges and agrees that future updates, enhancements and upgrades to the Software may include additional Third Party Software, which will be identified in the revised documentation furnished to Customer with such updates, enhancements and upgrades to the Software. Customer agrees to be bound by the terms and conditions, if any, imposed by the developer/owner of each component of the Third Party Software, which may be found at web site(s) listed in the documentation, as amended from time to time.

Customer agrees, and AssetWorks warrants and represents, that AssetWorks is the owner of all right, title and interest in all AssetWorks Software, including (i) any Source Code, Object Code, enhancements and modifications; (ii) all files, including input and output materials pertaining to the AssetWorks Software; (iii) all documentation related to the AssetWorks Software; (iv) all media upon which any such computer programs, files and documentation are located (including tapes, disks and other storage media); and (v) all related material that is furnished by AssetWorks. AssetWorks further warrants and represents that it owns a license or other right to use the Third Party Software, to incorporate and use the Third Party Software as part of the Software, and to sublicense or otherwise grant to Customer the right to use the Third Party Software pursuant to this License.

Customer agrees that, notwithstanding inclusion of Third Party Software in the Software, neither the AssetWorks Software nor the Software shall enter the public domain by reason of the terms and conditions of this License or the inclusion of Third Party Software in the Software, and Customer shall not knowingly cause any infringement of AssetWorks' proprietary rights or to cause the AssetWorks Software or the Software to enter the public domain.

Customer agrees that it will not remove or alter any legends, trademarks, trade names, service marks, copyrights, logos, markings or other brand designations of the AssetWorks Software, the Third Party Software or the Software.

Neither Party grants to the other Party under this License any actual or implied license to use its trademarks, trade names, service marks, copyrights, logos, markings or other brand designations.

4. FEES AND PAYMENT. All fees for Software set forth in Exhibit A are payable by Customer within thirty (30) days of receipt of invoice.

5. NO OTHER RIGHTS. Except as stated herein, this License does not grant Customer any rights to patents, copyrights, trade secrets, trade names, trademarks, (whether registered or unregistered), or any other rights or franchises in respect to the software and its documentation.

6. TERM. This license is effective upon the date it is first fully executed by both Parties and continue until terminated. Customer can terminate it at any time by destroying the software including all media and documentation and erasing any copies residing on Customer system. Or, AssetWorks can terminate this License immediately for nonpayment of license fees or if Customer fails to comply with the terms and conditions of this License.

7. TRANSFER. Customer cannot transfer, sublicense, or assign the license or the software except as expressly provided in this License. Any attempt otherwise to sublicense, assign or

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transfer any of the rights, duties, or obligations hereunder is void and will terminate Customer license.

8. WARRANTY DISCLAIMER/LIMITED WARRANTY. ASSETWORKS WARRANTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF DELIVERY THE SOFTWARE WILL CONFORM TO THE DOCUMENTATION PUBLISHED OR PROVIDED BY ASSETWORKS. EXCEPT AS PROVIDED IN THE FOREGOING SENTENCE, THIS SOFTWARE IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE USE, PERFORMANCE AND RESULTS OF USING THE SOFTWARE AND ITS DOCUMENTATION IS WITH CUSTOMER.

9. LIMITATION OF LIABILITY. In the event of any claim brought by one Party against another hereunder, a Party will be liable only for actual, direct losses or damages incurred, limited to the amount of fees for which AssetWorks contracted under the PO that is the subject of the claim provided, the claiming Party shall be obliged to take reasonable steps to mitigate its losses or damages**.**

Irrespective of the basis of the claim, neither Party will be liable for any special, punitive, exemplary, indirect, incidental or consequential damages of any kind, including, without limitation, lost profits or loss of data, even if it has been advised of the possibility of such damages.

10. ENTIRE AGREEMENT. Customer further agrees that it is the complete and exclusive statement of the License between the Parties which supersedes any proposal or prior agreement, oral, or written, and any other communications between us relating to the subject matter of this License.

11. THIRD PARTY SOFTWARE. Any third party software is provided subject to the terms and conditions of license of such third party. The additional terms and conditions that apply to such third party software may be included in printed materials delivered by AssetWorks or available online or through electronic documentation delivered by AssetWorks.

12. APPLICABLE LAW; VENUE. This License will be governed by the laws of the state of Texas without regarding for its conflict of laws provisions. Venue for any dispute between the parties shall be in a state court in Dallas County, Texas.

13. SEVERABILITY. If any provisions of this License shall be held by any court of competent jurisdiction to be contrary to the law, the provisions will be enforced to the maximum extent permissible, and the remaining provisions of this License will remain in full force and effect.

14. ASSIGNMENT. Neither Party will assign or transfer its interest in this License without the prior written consent of the other Party.

15. EXPORT. Customer must comply fully with all laws and regulations of the United States and other countries ("Export Laws") to assure that neither the Software, nor any direct products thereof are (1) exported, directly or indirectly, in violation of Export Laws, or (2) are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

16. ADDITIONAL PROVISIONS. No other Party or company may make any warranty, either express or implied, regarding the software, its merchantability or its fitness for any particular purpose.

17. Notices Addresses:

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AssetWorks LLC

998 Old Eagle School Rd. - Suite 1215
Wayne, PA 19087
Attn.:   John Hines
Division President

Customer : City of Farmers Branch

Attn: City Manager
13000 William Dodson Parkway
Farmers Branch, Texas 75234

With Copy to:

Fleet and Facilities Director
13000 William Dodson Parkway
Farmers Branch, Texas 75234

Peter G. Smith
Nichols, Jackson, Dillard,
Hager & Smith, LLP
500 N Akard, Suite 1800
Dallas, Texas 75201

18. ASSETWORKS'INDEMNITY AssetWorks indemnifies, defends, and holds Customer harmless from and against any claims, actions, or demands alleging that the AssetWorks Software infringes any patent, copyright, or other intellectual property right of a third party. If use of the AssetWorks Software is permanently enjoined for any reason, AssetWorks, at its option, and in its sole discretion, may (a) modify the AssetWorks Software so as to avoid infringement; (b) procure the right for Customer to continue to use and reproduce the AssetWorks Software and Documentation; or (c) terminate this Agreement and refund to Customer all fees paid to AssetWorks. AssetWorks shall have no obligation under this Section 18 for or with respect to claims, actions, or demands alleging infringement that arise as a result of (a) the combination of noninfringing items supplied by AssetWorks with any items not supplied by AssetWorks; (b) modification of the AssetWorks Software or Documentation by Customer or by AssetWorks in compliance with Customer's designs, specifications, or instructions; (c) the direct or contributory infringement of any process patent by Customer through the use of the AssetWorks Software; and (d) continued allegedly infringing activity by Customer after Customer has been notified of the possible infringement.

Should any claim subject to indemnity be made against Customer, AssetWorks agrees to provide Customer with prompt written notice of the claim. AssetWorks will control the defense and settlement of any claim. Customer agrees to cooperate with AssetWorks and provide reasonable assistance in the defense and settlement of such claim. AssetWorks is not responsible for any costs incurred or compromise made by Customer unless AssetWork has given prior written consent to the cost or compromise.

The foregoing obligation of AssetWorks to indemnify Customer shall extend to and include Third Party Software

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EXHIBIT C

ASSETWORKS SOFTWARE MAINTENANCE TERMS

1.   TERM. Maintenance shall commence on the date first fully executed by both Parties and shall have a term of twelve (12) months. The term shall automatically renew each year thereafter for an additional twelve (12) month period unless terminated as set forth below.

2.   CORRECTION OF DEVIATIONS. In the event that the Customer encounters an error and/or malfunction ("Deviation") in the Software, Customer shall communicate the circumstances and any supporting information to AssetWorks.   Upon receipt, AssetWorks will respond as follows:

a. In the event that there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the Deviation and distribute the correction to the Customer in accordance with AssetWorks' normal Software revision schedule.

b. In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer, there exists a Deviation that does constitute a serious impediment to the normal intended use of the Software, AssetWorks will take such steps as are reasonably required to correct the Deviation and promptly correct the Deviation or provide a commercially reasonable work around.

3.   SOFTWARE REVISIONS AND NEW VERSIONS.

a. The Software may be revised by AssetWorks as a result of the correction of Deviations and/or the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software (hereafter "Revisions"). Revisions shall be of two kinds:

i. Revisions that the Customer is obliged to implement ("Mandatory Revisions");

ii. Revisions that may be implemented by the Customer at its option ("Optional Revisions").

iii. No charge shall be made to the Customer for either Mandatory Revisions or Optional Revisions.

b. New versions ("New Versions") of the Software may be issued by AssetWorks from time to time. Compared to a Revision, a New Version substantially improves the performance of the Software and/or substantially increases its functionality and capability. Customer, in its sole discretion, may elect to purchase any New Versions.

4.   TELEPHONE HOTLINE ASSISTANCE. AssetWorks, at its expense, shall make available technically qualified personnel to respond to all reasonable telephone requests from Customer, Monday through Friday, excluding holidays, during normal business hours, relating to the application and operation of the Software. At other times such personnel of AssetWorks are available by beeper for emergencies.

5.   TECHNICAL LITERATURE. AssetWorks shall make available electronically to the Customer technical literature that is considered by AssetWorks to be relevant to the Software.

6.   TRANSMISSION. All Revisions and New Versions will be available for download or transmitted to the Customer electronically as mutually agreed. The Customer shall be solely responsible executing the appropriate instructions in order to transfer the Revisions or New Versions onto to its system.

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7.   REMOTE DIAGNOSTIC ACCESS. The Customer shall provide appropriate remote access where AssetWorks may, with the permission of the Customer, use for the purpose of remote diagnostics and support of the Software.

8.   PROPER USE

a. The Customer agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused.

b. In the event that the Customer or its agents misuses the Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the Software. AssetWorks is not obligated to correct such misuse, however, as mutually agreed, AssetWorks may attempt to correct the situation, if possible, at Customer's expense.

c. In the event that diagnostic assistance is provided by AssetWorks, which, in the reasonable opinion of AssetWorks and the Customer, relates to problems not caused by a Deviation in the Software, such assistance shall be at the Customer's expense.

9.   SOFTWARE MAINTENANCE FEE. In consideration of the Maintenance services to be provided by AssetWorks for the Software each twelve month period hereunder, Customer shall pay to AssetWorks an amount equal to twenty percent (20%) of the total amount of the non-discounted License Fee for the Software in effect at the time of the renewal.

10.   ADDITIONAL SOFTWARE MAINTENANCE FEE. In the event the Customer acquires additional software to that indicated in the attached PO from AssetWorks (the "Additional Software"), the Maintenance set forth herein shall be extended to cover the Additional Software, and the Customer shall pay an additional annual Maintenance fee in an amount equal to twenty percent (20%) of the then current license fee for the Additional Software starting with the next renewal date unless otherwise agreed by the parties in writing.

11.   OTHER FEES AND EXPENSES. If onsite maintenance is required, AssetWorks will provide a quotation of an estimate of fees and expenses; if the quotation is approved by Customer, Customer will pay reasonable travel and living expenses of AssetWorks' employees or agents, which shall be billed and paid as the expenses are incurred.

12.   PAYMENT TERMS

a. The initial annual payment for Maintenance will be invoiced ninety (90) days after the start of the initial one-year term of the Maintenance and thereafter, due in advance of the commencement of each annual term thereafter. Invoices are due thirty (30) days after receipt of the invoice.

b. AssetWorks reserves the right to change the annual Maintenance fee by providing Customer written notice of the increase at least sixty (60) days prior to any scheduled renewal date.

c. AssetWorks reserves the right to apply a late payment charge of the less or 1.5% per month or the greatest amount allowed by law to amounts outstanding more than thirty (30) days after the receipt of the invoice.

13.   DEFAULT AND TERMINATION

a. The Customer shall have the right to terminate Maintenance upon delivery of written notice at least thirty (30) days prior to any scheduled renewal date.

b. AssetWorks may cancel Maintenance in the event that the Customer does not implement a Mandatory Revision within sixty (60) days of receipt thereof or such longer period as AssetWorks may consent to in writing. In the event that Customer does not implement a Mandatory Revision

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within thirty (30) days following receipt of written notice from AssetWorks of Customer's failure to implement a Mandatory Revision, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the Customer.

c. In the event of any breach of the terms and conditions of this Exhibit by the Customer, AssetWorks will, by written notice to the Customer, give the Customer a period of thirty (30) days within which to institute remedies to correct such breach. In the event that such breach has not been corrected to AssetWorks' reasonable satisfaction within said thirty (30) day period, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the Customer.

d. In the event that Maintenance is terminated by AssetWorks, AssetWorks shall have no continuing obligations to the Customer of any nature whatsoever with respect to Maintenance. Furthermore, termination by AssetWorks pursuant to the provisions hereof shall be without prejudice to any right or recourse available to AssetWorks, and without prejudice to AssetWorks' right to collect any amounts, which remain due to it hereunder.

14.   LIMITATION OF LIABILITY

a. In the event of any claim brought by one Party against another hereunder, a Party will be liable only for actual, direct losses or damages incurred (including cost of cover), limited to the amount of fees paid to AssetWorks for maintenance services; provided, the claiming Party shall be obliged to take reasonable steps to mitigate its losses or damages.

b. Irrespective of the basis or theory of the claim, neither Party will be liable for any special, punitive, exemplary, indirect, incidental or consequential damages of any kind, including, without limitation, lost profits or loss of data, even if it has been advised of the possibility of such damages.

15.   GENERAL TERMS

a. Neither AssetWorks nor Customer will assign or transfer its interest in this Exhibit or any Attachment without the prior written consent of the other Party.

b. All provisions of this Exhibit, which by their nature should survive termination of this Exhibit, will so survive.

c.. No delay or failure by either Party to exercise any right hereunder, or to enforce any provision of this Exhibit will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. To be valid, a waiver must be in writing, but need not be supported by consideration.

d.. If any provision of this Exhibit is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Exhibit will not be affected.

e. This Exhibit, including its interpretation and enforcement, will be governed by the substantive laws of the laws of the state of Texas excluding its conflict of laws rules.

f. In the event of any dispute arising in the performance of this Exhibit, AssetWorks and the Customer will seek to resolve such dispute through good faith, amicable discussions and negotiations. Any specific agreed upon problem escalation procedure will be stated in the related Attachment. In the event of a conflict between the terms of an Attachment and this Exhibit, the Attachment shall control unless otherwise provided in the Attachment. In any action at law or in equity to enforce or interpret the terms of this Exhibit, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the enforcement of any

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resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs.

g. Neither party will be liable for any failure to perform or any delay in performing any of its obligations hereunder when such failure or delay is due to circumstances beyond its reasonable control and without its fault (Force Majeure), including, without limitation, any natural catastrophe, fire, war, riot, strike, or any general shortage or unavailability of materials, components or transportation facilities, or any governmental action or inaction. Upon the occurrence of such event of Force Majeure, the affected party will immediately give notice to the other party with relevant details, and will keep the other party informed of related developments
.
h. This Exhibit constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral, and all prior written, negotiations, commitments and understandings of the parties relating to the subject matter hereof. This Exhibit may not be modified except by a writing executed by both parties.

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EXHIBIT D

ASSETWORKS PROFESSIONAL SERVICES TERMS

1. SERVICES.

This Exhibit shall apply each time Customer engages AssetWorks to provide services. All services provided will be described in an AssetWorks' quotation or a mutually agreed upon "Statement of Work" ("SOW") as applicable (hereinafter referred to as "Services"), if attached.

2. TERMS

2.1 Requests for Service; Quotes and Orders. Customer shall sign and return this Exhibit for the initial order for Services. All subsequent orders for Services must specify AssetWorks' quotation (if any), and reference the Service(s) requested and invoice address. All orders are subject to acceptance by AssetWorks.

2.2 Prices. The prices charged for Services purchased under this Exhibit will be AssetWorks' then current charges for such services in each AssetWorks region or as quoted by AssetWorks. If the Services are being performed on a time and materials basis, any estimates provided by AssetWorks are for planning purposes only.

2.3 Additional Fees; Taxes. Prices are exclusive of all country, provincial, state and local sales, use, value added, excise, privilege, franchise and similar taxes. Taxes imposed on AssetWorks (other than taxes related to AssetWorks' income) in connection with the Services purchased under this Exhibit will be paid by Customer and will appear as separate items on AssetWorks' invoices.

2.4 Invoicing and Payment. Customer's payment terms will be net thirty (30) days from the receipt of invoice.

2.5 Term. This Exhibit will begin on the effective date stated above and will continue until terminated in accordance with its terms. Each SOW will continue for the term stated therein, unless otherwise terminated pursuant to this Exhibit.

2.6 Termination. Either party may terminate this Exhibit by providing at least thirty (30) days prior written notice to the other. Termination of the Exhibit will not terminate any outstanding SOWs and the terms of this Exhibit will survive such termination to the extent that such terms are incorporated into any outstanding SOWs. Either party may terminate an individual SOW if the other party commits a material breach of such an agreement and the breach is not cured within thirty (30) days of receipt of written notice from the injured party. Termination of one or more SOW will not terminate this Exhibit. Upon termination, all rights and obligations of the parties under this Exhibit will automatically terminate except for rights of action accruing prior to termination, payment obligations and any obligations that expressly or by implication are intended to survive termination.

3. PROPRIETARY RIGHTS

AssetWorks will retain exclusive ownership in all deliverables created by AssetWorks hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed by AssetWorks under this Exhibit. AssetWorks will also retain all intellectual property rights with respect to the tools and/or software that AssetWorks uses to deliver the Services. Subject to payment in full for the applicable Services, AssetWorks grants Customer a perpetual, non-exclusive, non-transferable, royalty-free right to use the deliverables solely for Customer's internal use.

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4. EXPORT; REGULATORY REQUIREMENTS

Customer acknowledges that the Services sold under this Exhibit, which may include technology and software, are subject to the customs and export control laws and regulations of the United States ("U.S.") and may also be subject to the customs and export laws and regulations of the country in which the Services are rendered and/or received. Customer agrees to abide by those laws and regulations. Customer further represents that any software provided by Customer and used as part of the Services contains no encryption or, to the extent that it contains encryption, such software is approved for export without a license. If Customer cannot make the preceding representation, Customer agrees to provide AssetWorks with all of the information needed for AssetWorks to obtain export licenses from the United States government and to provide AssetWorks with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Customer is solely responsible for obtaining any specific licenses relating to the export of software if a license is needed. AssetWorks may also require export certifications from Customer for Customer provided software. AssetWorks' acceptance of any order for Services is contingent upon the issuance of any applicable export license required by the United States Government; AssetWorks is not liable for delays or failure to deliver Services or a product resulting from Customer's failure to obtain such license or to provide such certification.

5. CUSTOMER RESPONSIBILITIES

It is the Customer's responsibility to backup data on Customer's system. AssetWorks WILL NOT BE RESPONSIBLE FOR LOSS OF OR DAMAGE TO DATA OR LOSS OF USE OF ANY COMPUTER OR NETWORK SYSTEMS. Customer acknowledges that AssetWorks' performance and delivery of the Services are contingent upon: (i) Customer providing safe and hazard-free access to its personnel, facilities, equipment, hardware, software, network and information and (ii) Customer's timely decision-making, notification of relevant issues or information and granting of approvals and/or permission. Customer will promptly obtain and provide to AssetWorks any required licenses, approvals or consents necessary for AssetWorks' performance of the Services. Information disclosed by Customer pursuant to a separate Nondisclosure Exhibit ("NDA") signed by both parties will be protected under the terms of the NDA. Customer acknowledges that any information or data disclosed or sent to AssetWorks that is not protected under a separate NDA is not confidential or proprietary to Customer.

6. LIMITED WARRANTY & LIMITATION OF LIABILITY

6.1 Limited Warranty. ASSETWORKS WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, ASSETWORKS MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS OR THIRD PARTY SERVICES; ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES; ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION ASSETWORKS MAY MAKE; AND ANY IMPLIED WARRANTIES CONCERNING THE PERFORMANCE, MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE DELIVERABLES OR OF ANY SYSTEM THAT MAY RESULT FROM THE IMPLEMENTATION OF ANY RECOMMENDATION ASSETWORKS MAY PROVIDE.

6.2 Limitation of Liability. NEITHER CUSTOMER, ASSETWORKS NOR ASSETWORKS'S SUBCONTRACTORS WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY ASSETWORKS EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ASSETWORKS SHALL NOT HAVE LIABILITY FOR (I) LOSS OF INCOME, PROFIT, OR SAVINGS, WHETHER DIRECT OR INDIRECT, (II) LOST OR

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CORRUPTED DATA OR SOFTWARE, OR (III) PRODUCTS NOT BEING AVAILABLE FOR USE. EXCEPT FOR CLAIMS THAT THE SERVICES (EXCLUDING THIRD PARTY PRODUCTS) CAUSED BODILY INJURY (INCLUDING DEATH) DUE TO ASSETWORKS'S NEGLIGENCE OR WILLFUL MISCONDUCT, ASSETWORKS'S TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY SERVICES PURCHASED PURSUANT TO THIS EXHIBIT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE MONTH PERIOD.

7. ASSETWORKS ACCESS

CUSTOMER accepts responsibility for allowing AssetWorks access to CUSTOMER's environment and will be responsible for obtaining (i) the appropriate license, intellectual property rights, or any other permissions, regulatory certifications or approvals required to support any Statement of Works related to AssetWorks' performance of the Services in CUSTOMER's environment or related to information or data provided by the CUSTOMER to AssetWorks, or (ii) any export license.

8. MISCELLANEOUS ITEMS

8.1 Assignment; Subcontracting. Unless otherwise provided in the SOW, CUSTOMER may not assign this Exhibit without the prior written consent of AssetWorks. AssetWorks has the right to hire subcontractors to perform the Services provided that AssetWorks shall remain responsible for the performance of Services under this Exhibit, or to assign Services to its affiliates.

8.2 Entire Agreement; Severability. This Exhibit is the entire agreement between AssetWorks and CUSTOMER with respect to its subject matter and supersedes all prior oral and written understandings, communications or agreements between AssetWorks and CUSTOMER. No amendment to or modification of this Exhibit, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. If any provision of this Exhibit is void or unenforceable, the remainder of this Exhibit will remain in full force and will not be terminated.

8.3 Independent Contractor. The parties are independent contractors. Neither party will have any rights, power or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this Exhibit.

8.4 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.

8.5 Dispute Resolution. The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute. If the dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to preserve the status quo or prevent irreparable harm during the negotiation process or diminish the respective rights of the parties to pursue any and all remedies available in law and/or equity at any time.

8.6 Notices. To give notice under this Exhibit, the notice must be in writing and sent by postage prepaid first-class mail, receipted courier service, facsimile telecommunication or electronic mail to the address which appears below each party's signature below or to such other address as any party shall specify by notice in writing to the other party and will be effective upon receipt.

8.7 Section Headings. The section headings contained in this Exhibit are inserted for reference purposes only and shall not affect the meaning or interpretation of this Exhibit.

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8.8 Governing Law, Jurisdiction and Language. The laws of the State of Texas will govern this Exhibit.

8.9 Counterparts. This Exhibit may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

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EXHIBIT E

HOSTING TERMS

1. AGREEMENT OVERVIEW

AssetWorks uses a Data Center ("Data Center"), located at 998 Old Eagle School Rd., Wayne, PA 19087, and provides associated services to support customers that wish to outsource the operation and maintenance of computer applications listed in the Scope of Services as referenced in Attachment 1.

This Agreement describes the services to be provided by AssetWorks ("Services") the respective responsibilities of the parties, the service level objectives ("SLOs"), and the problem management process. This Agreement incorporates the following Attachments that shall be considered an integral part of this Agreement:

Attachment 1   Scope of Services
Attachment 2   Service Level Objectives

2. SERVICES

AssetWorks will perform the services ("Services") as described in the Scope of Services, set forth in Attachment 1.

The general scope of services addressed by this Agreement includes the operation, maintenance, and support of the:

Database software for the Applications hosted under this agreement
Database security
Data Center server operation

The scope of services specifically excludes operation and maintenance of the following:

Customer hardware, including Customer's servers, printers, network hardware (including routers and switches) and other Customer site computing equipment;
Customer application software other than noted in the Scope of Services; and
Customer Local Area Networks ("LAN")
Customer network infrastructure for connecting to the Internet and to the AssetWorks Data
        Center

The Services shall be provided subject to the Terms and Conditions, which follow.

3. TERM
The Term of the Agreement shall commence as of the Effective Date and shall continue for three (3) years ("Initial Term") unless terminated earlier as set forth below. At the end of the Initial Term, the Agreement shall automatically renew for successive one-year terms unless or until either party provides the other party with written notice of non-renewal at least ninety (90) days prior to the end of the then current term.

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4. FEES AND PAYMENT

Customer shall pay AssetWorks the applicable fees as set forth in the Fee Schedule set forth in Exhibit A to which this Exhibit E is attached.

AssetWorks shall invoice Customer monthly, in advance, and all invoiced fees shall be due and payable within 30 days of the receipt of an invoice. Monthly invoices shall include charges defined in set forth in Exhibit A to which this Exhibit E is attached. All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset.

Any amounts not paid when due will be subject to interest accrued at twelve percent (12%) per annum or the greatest amount allowed by law, whichever is less, which interest will be immediately due and payable from the due date for payment until the date of actual receipt of the amount in cleared funds by AssetWorks. Interest payments that are accrued during billing disputes should be credited back to the Customer if said dispute is found to be through no fault of the Customer.

A Customer will be considered delinquent if payment in full is not received forty-five (45) days from the receipt of the invoice. AssetWorks reserves the right to suspend or terminate this Agreement and Customer access to the Service if the Customer account becomes delinquent and is not cured within ten (10) days. Customer will continue to be charged and hereby agrees to pay for Service during any period of suspension. Customer's failure to pay any invoice after this ten (10) day period shall constitute a material default hereunder and shall entitle AssetWorks to exercise any and all rights and remedies provided herein or at law including a suspension of Services under the Agreement. If Customer or AssetWorks initiate termination under any provision of the Agreement, Customer will be obligated to pay the balance due on their account computed in accordance with the Fee Schedule in set forth in Exhibit A to which this Exhibit E is attached. Customer agrees that they may be billed for such unpaid fees. In the event of a dispute between the parties that does not result in a termination of the Agreement, Customer agrees to make all Monthly Service Fee payments due under the Agreement pending the resolution of the dispute.

Upon termination for any reason other than AssetWorks default, Customer agrees to pay AssetWorks in full for all Services due for the balance of the then current term of this Agreement within 30 days of the receipt of invoice.

5. CUSTOMER RESPONSIBILITIES

The Customer is responsible for:

- Assigning a primary and alternate Customer representative to coordinate all communications and activities related to AssetWorks services.
- Providing user identification data and determining the appropriate security profile for each user. Customer will control security at the Application level.
- All printing. No print job will print at the Data Center and all physical printing requirements will be handled by the Customer.
- The purchase and installation of printers at Customer's sites for the Application being utilized as defined in the Scope of Services.
- Installation, operation and maintenance of all workstation software (and Customer's LAN, existing data communications configuration, hardware, or software required at the Customer's site except as otherwise stipulated in the Scope of Services. AssetWorks network and network responsibility extends from the AssetWorks routers at AssetWorks' sites to all connected equipment at AssetWorks' sites.
- Testing updates and fixes applied by AssetWorks to Applications used by Customer. With the exception of emergency fixes, Customer will test updates and fixes prior to their introduction to the Production environment within a mutually agreed upon time frame.
- Testing upgrades. Upgrades will be moved to production by the AssetWorks at the end of the Customer testing period unless specific problems are documented in writing to AssetWorks.

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- Diligent analysis of suspected problems to determine their specific nature and possible causes before calling the AssetWorks for assistance. Notwithstanding this diligence requirement, Customer is responsible for informing AssetWorks of any problems encountered in a timely manner.

6. OWNERSHIP OF SOFTWARE AND DATA
Customer shall not obtain any ownership rights, title or interest in the software, hardware or systems developed or employed by AssetWorks in providing Services under the Agreement. AssetWorks shall not obtain any ownership rights, title or interest to Customer's data files. Upon expiration or termination of the Agreement for any reason, AssetWorks agrees to provide Customer with a copy of Customer's data files, as they exist at the date of expiration or termination. If this Agreement for Hosting, nothing contained herein is intended to modify the Customer's rights under any separate license agreement between Customer and AssetWorks.

7. WARRANTY DISCLAIMER/LIMITATION OF LIABILITY
Except as expressly set forth herein, provider disclaims all warranties relating to the services or deliverables provided hereunder, including but not limited to any warranty of fitness for a particular purpose or merchantability. Provider shall not be liable for any punitive, indirect, incidental, special or consequential damages, including but not limited to lost data or lost revenues or profits, however arising, even if provider has been advised of the possibility of such damages. AssetWorks' liability for any and all damages (including attorneys' fees) under this Agreement (whether in contract or tort) shall in no event exceed fees paid to provider during the previous 12-month period. The parties acknowledge and agree to the foregoing liability risk allocation. Any claim by Customer against AssetWorks relating to this agreement must be made in writing and presented to AssetWorks within six (6) months after the date on which this Agreement expires or is otherwise terminated.

8. TERMINATION FOR DEFAULT
A Default shall occur if: (1) a party fails to perform any of its material obligations under the Agreement and such failure remains uncured for 30 days after receipt of written notice thereof; or (2) a party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors.

 If Default occurs, the non-defaulting party, in addition to any other rights available to it under law or equity, may withhold its performance hereunder or may terminate the Agreement by written notice to the defaulting party. Unless otherwise provided in the Agreement, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

9. GOVERNING LAW; VENUE
The Agreement shall be governed and construed in accordance with the laws of the State of Texas without regard to choice of law principles. Subject to Section 20 below, the parties agree that the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state courts in Dallas County, Texas. Both parties consent to the jurisdiction of such courts and waive any objections regarding venue in such courts.

10. ASSIGNMENT
Neither the Agreement nor any duties or obligations hereunder shall be assigned or transferred by Customer without the prior written approval of AssetWorks, which approval may be withheld in the reasonable judgment of the AssetWorks. Customer agrees that AssetWorks may assign its obligations to a third party subject to Customer's written approval of such change, but AssetWorks shall remain responsible for performance under the Agreement. All fees will remain intact as outlined in set forth in Exhibit A to which this Exhibit E is attached.

11. SEVERABILITY
If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

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12. ENTIRE AGREEMENT

The Agreement and any schedules and exhibits thereto contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous proposals, discussions, agreements, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof or the Services to be provided hereunder.

13. FORCE MAJEURE

Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

14. WAIVER

No provision of the Agreement may be waived unless in writing, signed by the party who holds the right to waive such provision. Waiver of default of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent default of such provision, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.

15. AMENDMENTS, SUPPLEMENTS

The Agreement may be amended or supplemented only by the mutual written consent of the parties' authorized representative(s).

16. BINDING EFFECT, BENEFITS

The Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of the Agreement.

17. NOTICES

All notices under the Agreement will be in writing and will be delivered by personal service, certified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, which initially shall be the addresses set forth on the signature page to the Agreement. Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed.

18. HEADINGS

The Section headings in the Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of the Agreement or of any particular Article or Section.

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19. AUTHORIZATION

Each of the parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and that the representative executing the Agreement is duly authorized and empowered to sign the Agreement.

20. RELATIONSHIP OF PARTIES

The relationship of the parties shall at all times be one of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership or other form of joint enterprise between the parties.

21. CONFLICTING PROVISIONS

This Agreement and all of the exhibits, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provision in any attachment conflicts with any provision of this Agreement, then this Agreement shall be deemed to control, and such conflicting provision to the extent it conflicts shall be deemed removed and replaced with the governing provision herein

22. COUNTERPARTS

The Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. COUNSEL

By execution of this Agreement, each of the Parties acknowledges and agrees that it has had an opportunity to consult with legal counsel and that it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by the Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

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Attachment 1 - Scope of Services

All of the services, functions, processes, and activities described below will be collectively described as the "Services" for purposes of this Agreement. All Services will be provided by AssetWorks to and for the Customer's benefit in a manner that will meet the objectives outlined in Attachment 2.

Application

Application refers to the Customer's software licensed from AssetWorks pursuant to the License set forth in Exhibit B to which this Exhibit E is attached which software may include 3rd Party Software. The Application is hosted by AssetWorks pursuant to this Agreement.

Support Software

Support Software includes the operating system, utilities, database software, and all necessary licenses required to operate the Application and provided by AssetWorks as part of the Services.

Hardware

Server infrastructure located in Wayne, PA, to maximize uptime.

If required by Customer, Customer shall provide the telecommunications equipment (including the routers to be installed at the Data Center), communication line, and services for connection from Customer's site to the Data Center.

Database Instances

AssetWorks will maintain a single Production Database instance. This Production Database will provide the daily, real-time transaction data to the Application users.

In addition to the Production Database, AssetWorks will maintain one additional, non-production Database (Test). Upon request by Customer, AssetWorks will populate these additional Databases with Customer's Production data up to 4 times in any 12 month period at no additional cost.

Backups

Full database and incremental file system backups are taken each night and stored at an offsite facility. Backup data is retained for 14 days.

Hours of System Operations

The Application will be accessible and available to the Customer and capable of any and all normal operating functions 24 hours a day, seven days a week except for periods of Scheduled Maintenance and previously approved outages. AssetWorks will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond the AssetWorks side of the router resident at the Data Center, nor will these hours of unavailability be counted as unavailable.

Data Center Maintenance

AssetWorks will complete routine maintenance on the Application according to the published schedule. AssetWorks will publish schedules for subsequent years on its Customer Support web site. AssetWorks will provide at least 30 days notice to any changes in the schedule.

If AssetWorks is required to perform additional maintenance outside of the Scheduled Maintenance window, it will notify the Customer in writing of its request. The Customer and the AssetWorks will mutually agree on the downtime, which will then be considered a period of Scheduled Maintenance.

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Attachment 2 - Service Level Objectives

This Service Level Agreement ("SLA") is intended to provide an understanding of the level of service to be delivered by the AssetWorks for the Services specified in Attachment 1. The service levels set forth below apply to the Services provided by AssetWorks under the Agreement.

AVAILABILITY

AssetWorks will use commercially reasonable efforts to provide Services with an average of 95% Availability (as such term is hereinafter defined) for each quarter during the Term. For purposes of the Agreement, "Availability" during any quarter refers to an Authorized User's ability to log into the Application during such quarter, and will be calculated in accordance with the following formula:

$$x = (y - z) / y * 100$$

Where,

"x" is the Availability of the Application during the quarter;

"y" is the total number of hours in such quarter minus the number of hours during such quarter that the Customer is unable to log into the Application because of (a) regularly scheduled maintenance windows for the Application and for times in which Customer has been notified in writing (including e-mail) by AssetWorks in advance thereof; (b) a Force Majeure Event; (c) non-performance of hardware, software, ISP connections, and other equipment that is not provided by AssetWorks or certified by AssetWorks for use in conjunction with the Services (except as such non-performance is directly or indirectly caused by AssetWorks).

"z" is the number of hours in such month during which the Customer is unable to log into the Application (other than for reasons set forth in the definition of "y" above); provided that AssetWorks has been notified or is otherwise aware (or reasonably should be aware) of Customer's inability to utilize the Application.

FEE ADJUSTMENT

In the event that AssetWorks does not meet the Availability levels set forth below, the amount of fees payable by Customer will be reduced as follows:

In the event the average Availability for the Application is less than ninety five percent (95%) during any two consecutive quarters, Customer will receive a credit to its account with AssetWorks of five percent (5%) of the amount of a quarter's aggregate Services Fees paid or payable by Customer to AssetWorks.

AssetWorks' obligation to provide Customer with fee adjustments as set forth above is conditioned on Customer providing detailed written notice to AssetWorks of its contention that AssetWorks was unable to meet the applicable Availability levels. Upon receipt of such notice, AssetWorks shall have thirty (30) calendar days to investigate the contention. If, at the end of the thirty (30) calendar day period it is determined that AssetWorks did in fact fail to meet the applicable Availability levels, Customer will receive the appropriate credit to its account during the next invoice cycle.

The remedies set forth in this Section of this Attachment shall be Customer's sole remedy and AssetWorks' entire liability in the event of a breach of this Agreement, including the failure of any Availability measurements to meet the thresholds set forth above.

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