

## Schedule P - "Program"

This Program Schedule (this "Schedule P") is a Schedule to the General Terms. For purposes of the Services under this Schedule P, the General Terms and this Schedule P constitute, collectively, the "Master Agreement"; other Schedules to the General Terms do not apply to the Services ordered under this Schedule P. This schedule P shall co-terminate with the General Terms.

### 1. DEFINITIONS

- 1.1. "**Commencement Date**" refers to the effective date of the Sales Order; the date the Sales Order is executed and signed by both parties.
- 1.2. "**Software**" and "**Programs**" may contain the following:
  - "Server Software" provides services or functionality on your server (your computers capable of running the Server Software are "Servers"); and "Browser Access" that allows an individual personal computer or other device ("Device") to access or utilize the Server Software.
- 1.3. "**Named User Software**"
  - Author(s) – are users that can create, publish and view reports.
  - Publisher (s) – are users that can run or generate reports that have been created by Authors.
  - Viewer(s) – are users that can view reports that have been published or generated.
  - Administrator(s) – are users that can perform administrator functions such as adding new users, security and advanced settings.
- 1.4. "**Server Software**" refers to Report Processing Server (s) – provide the ability to submit reports to run on other servers.
- 1.5. "**Connections Software**" refers to ConnectFYI(s) – provide the ability to populate the FYIsoft data mart with general ledger data and/or provides a direct connection to general ledger data; and DirectConnectFYI(s) – provide the ability to seamlessly integrate with general ledger data through triggers or views.
- 1.6. "**Currency Software**" refers to CurrencyFYI(s) – provide the ability to perform currency transaction on balances stored in the FYIsoft data mart.

### 2. LICENSE AND RIGHTS GRANTED

- 2.1. Deployment. You may install and use the Software, as long as you obtain the appropriate use rights under Section 2.2. You may install one copy of the software for backup and testing purposes only.
- 2.2. User rights (and user/server keys).

2.2.1. Named User Software. You must acquire a license key for each individual person who accesses or uses the Named User Software (each a "User License"). You may reassign a User License from one user to another user, as long as the reassignment is made either (A) permanently away from a user or (B) temporarily to accommodate the use of the User License by a temporary worker while a regular employee is on leave.

2.2.2. Server Licensed Software. You must acquire a license key for each copy of the Report Processing Server that you install. If you have installed one copy of the Report Processing Server, you must acquire an additional license key if you install another copy of the Report Processing Server on the same Server (whether in a separate partition, by using server emulation software, or otherwise) or to install or run a copy of the Report Processing Server (or any part of the Report Processing Server) on a different Server.

2.2.3. Connections Software. You must acquire a license for each Connection this is created with ConnectFYI.

2.2.4. Maintenance. You must subscribe to an annual maintenance plan. Renewals of Maintenance shall be automatic unless canceled by written notice from Licensee to Licensor not less than thirty (30) days prior to expiration of the initial Maintenance period or any renewal thereof. Reinstatement of Maintenance that has been discontinued by Licensee shall be at 130% of Licensor's then prevailing Maintenance rate times the number of years or part thereof that Maintenance has been discontinued. If Licensee is not current on maintenance payment, Licensor has the right to refuse maintenance support and issuance of new license keys.

2.3. Upon FYIsoft's acceptance of Your order, You have the non-exclusive, non-assignable, royalty free, (unless otherwise specified in the order), limited right to use the Programs and receive any Program-related Service Offerings You ordered solely for Your internal business operations and subject to the terms of the Master Agreement, including the definitions and rules set forth in the order and the Program Documentation. If accepted, FYIsoft will notify You and this notice will include a copy of Your Master Agreement.

2.4. Upon payment for Program-related Service Offerings, You have the non-exclusive, non-assignable, royalty free, limited right to use for Your internal business operations anything developed by FYIsoft and delivered to You; however, certain deliverables may be subject to additional license terms provided in the order.

2.5. You may allow Your agents and contractors (including, without limitation, outsourcers) to use the Programs and deliverables for Your internal business operations and You are responsible for their compliance with the General Terms and this Schedule P in such use. For Programs that are specifically designed to allow Your customers and suppliers to interact with You in the furtherance of Your internal business operations, such use is allowed under the General Terms and this Schedule P.

### **3. LIMITATIONS AND RESTRICTIONS**

3.1. Hardware or software that reduces the number of Devices directly accessing or using the Server Software does not reduce the number of named user licenses you need. The number you need is based on the number of distinct inputs to the hardware or software "front end".

3.2. Reservation of Rights; Other Restrictions. The Software is protected by copyright and other intellectual property laws and treaties. FYIsoft or its suppliers own the title, copyright, and other intellectual property rights in the Software. The Software is licensed, not sold. FYIsoft reserves all rights not expressly granted to you in this Schedule P. Notwithstanding any other provision in this Schedule P, neither this Schedule P nor any User License grants a license, under any FYIsoft intellectual property, to implement any functionality

contained in the Software (including without limitation communication protocols used by the Software) in any other software installed on a Device accessing or utilizing the Software. You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. You may not rent, lease, or lend the Software (including providing commercial hosting services). No person or Device may access or use the Software unless such access or use is on your behalf to operate your business.

- 3.3. The Programs may contain or require the use of third party technology that is provided with the Programs. FYIsoft may provide certain notices to You in Program Documentation, readmes or notice files in connection with such third party technology. Third party technology will be licensed to You either under the terms of the Master Agreement or, if specified in the Program Documentation, readmes or notice files, under Separate Terms. Your rights to use Separately Licensed Third Party Technology under Separate Terms are not restricted in any way by the Master Agreement. However, for clarity, notwithstanding the existence of a notice, third party technology that is not Separately Licensed Third Party Technology shall be deemed part of the Programs and is licensed to You under the terms of the Master Agreement. If You are permitted under an order to distribute the Programs, You must include with the distribution all such notices and any associated source code for Separately Licensed Third Party Technology as specified, in the form and to the extent such source code is provided by FYIsoft, and You must distribute Separately Licensed Third Party Technology under Separate Terms (in the form and to the extent Separate Terms are provided by FYIsoft). Notwithstanding the foregoing, Your rights to the Programs are solely limited to the rights granted in Your order
- 3.4. You may not: a. remove or modify any Program markings or any notice of FYIsoft's or its licensors' proprietary rights; b. make the Programs or materials resulting from the Service Offerings available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Program license or materials from the Service Offerings you have acquired); c. cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Programs); d. disclose results of any Program benchmark tests without FYIsoft's prior written consent.
- 3.5. The prohibition on the assignment or transfer of the Programs or any interest in them under section 15 of the General Terms shall apply to all Programs licensed under this Schedule P, except to the extent that such prohibition is rendered unenforceable under applicable law.

#### **4. PRODUCT SUPPORT**

- 4.1. For purposes of an order, product support consists of FYIsoft's annual product support services. You may have ordered from FYIsoft or an authorized reseller for the Programs. If ordered, annual product support (including first year and all subsequent years) is provided under FYIsoft's product support policies in effect at the time the product support services are provided. You agree to cooperate with FYIsoft and provide the access, resources, materials, personnel, information and consents that FYIsoft may require in order to perform the product support services. The product support policies are incorporated in this Schedule P and are subject to change at FYIsoft's discretion; however, FYIsoft policy changes will not result in a material reduction in the level of product support services provided for supported Programs during the period for which fees for product support have been paid. You should review the policies prior to entering into the order for the applicable product support services.
- 4.2. Consent to Use of Data. You agree that FYIsoft may collect and use technical information gathered as part of the support services provided to you, if any, related to the Software. FYIsoft may use this information

solely to improve its products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.

- 4.3. License Grant for Remote Assistance. You may permit any device to access and use your licensed copy of the Software for the sole purpose of providing you with technical support and maintenance services.
- 4.4. Product support is effective upon the Commencement Date unless otherwise stated in Your order.
- 4.5. If You decide to purchase product support for any Program license within a license set, You are required to purchase product support at the same level for all licenses within that license set. You may de-support a subset of licenses in a license set only if You agree to terminate that subset of licenses. The product support fees for the remaining licenses will be priced in accordance with the product support policies in effect at the time of termination. If You decide not to purchase product support, You may not update any unsupported Program licenses with new versions of the Program.

## **5. PROGRAM-RELATED SERVICE OFFERINGS**

- 5.1. In addition to technical support, You may order a limited number of Program-related Service Offerings under this Schedule P. You agree to provide FYIsoft with all information, access and full good faith cooperation reasonably necessary to enable FYIsoft to deliver these Service Offerings and You will perform the actions identified in the order as Your responsibility. If while performing these Service Offerings FYIsoft requires access to another vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for FYIsoft to access such products on Your behalf. Service Offerings provided may be related to Your license to use Programs owned or distributed by FYIsoft which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Programs.

## **6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES**

- 6.1. FYIsoft warrants that a Program licensed to You will operate in all material respects as described in the applicable Program Documentation for a period of one year after delivery (i.e., via physical shipment or electronic download). You must notify FYIsoft of any Program warranty deficiency within one year after delivery. FYIsoft also warrants that technical support services and Program-related Service Offerings (as referenced in section 6 above) ordered and provided under this Schedule P will be provided in a professional manner consistent with industry standards. You must notify FYIsoft of any technical support service or Program-related Service Offerings warranty deficiencies within sixty (60) days from performance of the deficient technical support service or Program-related Service Offerings
- 6.2. **FYISOFT DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT FYISOFT WILL CORRECT ALL PROGRAM ERRORS.**
- 6.3. **FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND FYISOFT'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF FYISOFT CANNOT SUBSTANTIALLY CORRECT THE ERRORS OF THE APPLICABLE PROGRAM LICENSE IN A COMMERCIALY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES YOU PAID TO FYISOFT FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT PROGRAM RELATED SERVICE OFFERINGS; OR, IF FYISOFT CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO FYISOFT FOR THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS.**

6.4. **TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

7. **AUDIT**

7.1. Upon forty-five (45) days written notice, FYIsoft may audit Your use of the Programs. You agree to cooperate with FYIsoft's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within thirty (30) days of written notification any fees applicable to Your use of the Programs in excess of Your license rights. If You do not pay, FYIsoft can end (a) Program-related Service Offerings (including technical support), (b) Program licenses ordered under this Schedule P and related agreements and/or (c) the Master Agreement. You agree that FYIsoft shall not be responsible for any of Your costs incurred in cooperating with the audit.

8. **ORDER LOGISTICS**

8.1. **Delivery and Installation**

8.1.1. You are responsible for installation of the Programs unless the Programs have been pre-installed by FYIsoft on the Hardware You are purchasing under the order or unless You purchase installation services from FYIsoft for those Programs.

8.2. **Territory**

8.2.1. The Programs shall be used in the country/countries specified in the order. The United States is the country for the order if no country is specified in the order.

8.3. **Pricing, Invoicing and Payment Obligation**

8.3.1. In entering into payment obligations under an order, You agree and acknowledge that You have not relied on the future availability of any Program or updates. However, (a) if You order technical support, the preceding sentence does not relieve FYIsoft of its obligation to provide such technical support under the Master Agreement, if and when available, in accordance with FYIsoft's then current technical support policies, and (b) the preceding sentence does not change the rights granted to You under an order and the Master Agreement.

8.3.2. Program fees are invoiced as of the Commencement Date.

8.3.3. Program-related Service Offering fees are invoiced in advance of the Program-related Service Offering performance; specifically, technical support fees are invoiced annually in advance. The period of performance for all Program-related Service Offerings is effective upon the Commencement Date.

8.3.4. In addition to the prices listed on the order, FYIsoft will invoice You for any applicable shipping charges or applicable taxes and You will be responsible for such charges and taxes.