

ATTACHMENT A

Following the BravoSolution General Terms and Conditions are specific terms for BravoSolution Subscription Software, Support, Professional Services, Hosting Services and Hosting Service Levels.

GENERAL TERMS AND CONDITIONS.

1. RESERVED.

2. PROPRIETARY RIGHTS.

2.1 Proprietary Rights. Contractor owns all right, title and interest (including but not limited to all copyrights, patents, trademarks, trade names and trade secrets and other proprietary rights) in and to the Licensed Software and Documentation, but excluding Content. Ordering Activity agrees to reproduce and not to remove the copyright, trademark and other proprietary notices contained on or in the Licensed Software and Documentation as delivered to Ordering Activity on all copies of such Licensed Software. Ordering Activity shall not take any action to jeopardize, limit or interfere with such ownership of and rights with respect to the Licensed Software and Documentation. Contractor reserves all rights not explicitly granted in the Agreement. Ordering Activity shall not sublicense, sell or otherwise transfer the Licensed Software without the express written permission of Contractor.

2.2 Ownership of Inventions. The parties do not anticipate that they will undertake any development work under this Agreement, and any such development work shall be the subject of a separate written agreement between the parties. Notwithstanding the foregoing, and except as expressly set forth in an applicable written agreement, Contractor owns all right, title and interest (including but not limited to all copyrights, patents, trademarks, trade names and trade secrets and other proprietary rights) in and to all Inventions and all components or any reproductions thereof, in whole and in part. No Intellectual Property Rights in or to any Inventions is conveyed to Ordering Activity under this Agreement other than any limited grants of access rights or licenses specifically granted herein. Ordering Activity agrees not to remove any copyright, trademark or other proprietary notice contained on or in the Inventions as delivered to Ordering Activity. Contractor shall own all modifications to the Licensed Software and Documentation made by Contractor pursuant to any Services provided hereunder. Subject to the foregoing, and except as set forth in a Statement of Work, Ordering Activity shall be the sole owner of, and shall have the sole and exclusive right, title and interest in the deliverables, specifications, programs, records or other data or materials specifically developed by Contractor, its employees, agents or subcontractors in the course of Contractor's performance of this Agreement (hereinafter and hereinbefore, "Work Product").

2.3 Other Property of the Parties. Subject to Schedule I, Section 2.2, each party acknowledges and agrees that all software, information and related materials (including all Intellectual Property Rights thereto) owned by a party prior to this Agreement shall remain the sole and exclusive property of such party. Each party further agrees and acknowledges that such party or its employees, representatives or agents, have not acquired or will not acquire any proprietary interest in or right to, such materials. Notwithstanding the foregoing, Ordering Activity acknowledges and agrees that Contractor may use (including, without limitation, in future products) without restriction all ideas, suggestions, feedback, improvements, data, reports or the like concerning the Licensed Software or Services that may be communicated to Contractor or BravoSolution by Ordering Activity, as defined in GSA Order ADM4800.2H and revised from time to time.

3. RESERVED.

4. RESERVED.

5. RESERVED.

6. RESERVED.

7. RESERVED.

8. RESERVED.

9. GENERAL

9.1 Survival. Section 2 ("Proprietary Rights"), Section 9 ("General") and Section 10 ("Definitions") shall survive the termination or expiration of this Agreement.

9.2 Reserved.

9.3 Reserved.

9.4 Reserved.

9.5 Reserved.

9.6 Compliance with Applicable Laws. Ordering Activity, at its own expense, will comply with all applicable laws and regulations regarding its activities and obligations related to this Agreement.

9.7 Compliance with U.S. Export Laws. Ordering Activity acknowledges that the laws and regulations of the United States, including, without limitation, the United States Export Administration Act of 1979, as amended, may restrict the export and re-export of commodities and technical data of United States origin, including the Licensed Software in any medium. Ordering Activity agrees that it will not export or re-export the Licensed Software in any form without the appropriate United States and foreign government licenses. Additionally, use of the Licensed Software may include the routing of Content to one or more countries other than the United States; therefore Ordering Activity must ensure that the Content does not contain any data that is subject to export restrictions by the U.S. or other applicable governments.

9.8 Notice that there are third party licensors of software products embedded in, deployed or bundled with the Licensed Software.

9.9 Reserved.

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10. DEFINITIONS.

10.1 "Agreement" means the terms and conditions herein.

10.2 "Content" means any all Ordering Activity sourcing materials and proposal components, data, files, and information collected, received, transmitted, interpreted or created by or through the Licensed Software, including, but not limited to, Ordering Activity designs, trademarks, logos, text, images, graphics, clips, and other material.

10.3 "Commencement Date" means the date on which the Licensed Software is first accessible by the Ordering Activity.

10.4 "Confidential Information" means any and all proprietary or non-public information disclosed by one party (the "Discloser") to the other party (the "Recipient") pursuant to this Agreement, which is in written, graphic, machine readable or other tangible forms, or oral, perceived or intangible information, which the Discloser designates as being confidential or proprietary or which, under the circumstances surrounding

disclosure, the Recipient knows or has reason to know should be treated as confidential, including without limitation, the terms and conditions of this Agreement.

10.5 "Documentation" means standard manuals, data models, flow charts and other materials regarding the use of the Licensed Software and generally supplied by Contractor to Ordering Activity, whether in printed or electronic format, as well as complete or partial copies of the foregoing.

10.6 "Error" means a reproducible programming error or bug in the Licensed Software that results in the failure of the Licensed Software to comply substantially with the Documentation, including any known computer viruses, Trojan horses, worms, trap doors, time bombs, or other code designed to be harmful.

10.7 "Hosting Services" shall have the meaning set forth under the section with the heading Hosting Services.

10.8 "Hosting Term" means the period of time that Contractor through BravoSolution shall provide Hosting Services to Ordering Activity, which shall commence upon the Commencement Date and continue for the period set forth on the applicable Order Form.

10.9 "Intellectual Property" means any and all trade secrets, patents, copyrights, trademarks, service marks, trade names, domain names, trade dress, URLs, brand features, know-how and similar rights of any type under the laws of any applicable governmental authority, including, without limitation, all applications and registrations relating to any of the foregoing.

10.10 "Intellectual Property Rights" means all rights in and to Intellectual Property.

10.11 "Inventions" means, collectively and without limitation, any and all inventions (of any type), ideas, discoveries, software, methods, developments, concepts, processes, improvements, and all other works of authorship, in whole or in part, whether or not patentable or copyrightable, conceived or made by BravoSolution or BravoSolution personnel pursuant to any this Agreement, any SOW or in the course of BravoSolution's performance of any Services provided hereunder regardless of any participation, assistance or cooperation by Ordering Activity or its personnel in connection therewith; provided, however, that Inventions shall exclude (i) the Licensed Software and other pre-existing BravoSolution Intellectual Property, (ii) any pre-existing intellectual property owned by Ordering Activity, and (iii) Ordering Activity's Confidential Information.

10.12 "Licensed Software" means (i) the proprietary software product which is developed and owned or licensed by Contractor (including any Third Party Software incorporated therein) identified on an applicable Order Form (ii) any Documentation for the Licensed Software, and (iii) any Updates delivered to Ordering Activity pursuant to this Agreement.

10.13 "License Term" means the period of time the license of the Licensed Software granted hereby shall be in effect which shall commence upon the Commencement Date and continue for the period set forth on an applicable Order Form.

10.14 "Maintenance Services" shall have the meaning set forth in Section 3.1 hereof under the heading Support Terms below.

10.15 "Maintenance Term" shall mean the period of time Contractor shall render the Maintenance Services to Ordering Activity, which shall commence upon the Commencement Date and continue for the period set forth on the applicable Order Form.

10.16 "Order Form" means one or more documents that are executed by the parties in connection with this Agreement.

10.17 "Services" means the software implementation, consulting and other professional services that may be provided by Contractor to Ordering Activity under this Agreement as described in one or more SOWs.

10.18 "Source Code" means the source code version of the Licensed Software.

10.19 "SOW" means a Statement of Work that is executed by the parties in connection with this Agreement. Each fully executed SOW shall be deemed an attachment to the Agreement and incorporated by reference hereto.

10.20 "Term" shall mean the period of time this Agreement shall be in effect, which shall commence upon the Effective Date and continue until the end date listed on the Order Form.

10.21 "Third Party Software" means certain software licensed by Contractor and included or embedded in the Licensed Software.

10.22 "Update" means (a) subsequent releases of the Licensed Software (not including any Third Party Software) that (i) add new features, functionality, and/or improved performance or, (ii) operate on new or other databases, operating systems, or client or server platforms; and (b) Error fixes, patches, workarounds, and maintenance releases; provided, however that Updates shall not include new or separate products. Contractor shall not provide any Updates to Third Party Software.

SUBSCRIPTION SOFTWARE LICENSE TERMS AND CONDITIONS

1. LICENSE.

1.1 Grant of Rights. Subject to all of these terms and conditions, Contractor grants to Ordering Activity a limited term, worldwide, non-exclusive, non-transferable, license (i) to access, use, display and perform the Licensed Software in object code form solely in accordance with the Documentation; (ii) for any web based functionality provided within the Licensed Software, to allow authorized participants to use the Licensed Software for the purpose of accessing and using the Licensed Software via a standard Internet Explorer web browser in the manner and to the extent provided for by the Documentation; and (iii) to use the Documentation solely for the purposes of supporting Ordering Activity's use of the Licensed Software in accordance with the terms of the Documentation. All rights not specifically granted shall be reserved to Contractor.

1.2 Restrictions. Ordering Activity shall not directly or indirectly (i) download, use or otherwise copy all or any portion of the Licensed Software or Documentation, except as stated in these terms; (ii) cause or permit the reverse engineering, modification, disassembly or decompilation of the Licensed Software or any portion thereof; (iii) modify or change the Licensed Software (except to configure the Licensed Software by means of the user-enabled features of the Licensed Software); (iv) create any derivative works of the Licensed Software or Documentation; (v) sublicense, rent, loan, lease, transfer, grant access to or otherwise distribute the Licensed Software to any other person or entity, except as stated otherwise in these terms; or (vi) use the Licensed Software or Documentation to provide services to third parties in a time-sharing, service bureau or application service provider arrangement.

2 LICENSED SOFTWARE WARRANTY.

2.1 Scope of Warranty. Contractor warrants that during the License Term the Licensed Software will be substantially free from Errors. In the event that the Ordering Activity discovers that the Licensed Software contains Errors during any such period, then Ordering Activity shall promptly report such Errors to Contractor in writing. Ordering activity shall report such Errors in the form reasonably requested by Contractor so as to enable Contractor to reproduce, verify, diagnose and correct each Error. Contractor's sole obligation and Ordering Activity's sole and exclusive remedy for Errors will be that Contractor will use commercially reasonable efforts to provide a correction or workaround for each Error in the Licensed Software reported by Ordering Activity to Contractor during the License Term.

2.2 Exclusion. Contractor will have no obligation under this Agreement with respect to Errors caused by (i) a malfunction of computer hardware or software other than the Licensed Software, (ii) any modification of or change to the Licensed Software that is made by Ordering Activity, or (iii) any combination, operation or use of the Licensed Software with systems or other software other than those described herein or the Documentation, or that may otherwise be approved by Contractor.

3 MAINTENANCE SERVICES.

- 3.1 Subject to Ordering Activity's payment of any Maintenance Fees set forth on the Order Form, during a Maintenance Term Contractor will provide the following Maintenance Services:
- 3.2 Updates for the Licensed Software as such Updates are made generally available by Contractor to Ordering Activity
- 3.3 Commercially reasonable efforts to effectuate prompt resolution of Errors in the Licensed Software in accordance with generally accepted industry standards ("Software Support") see the specific terms in the section below entitled Software Support. Contractor will communicate the problem status regularly to Ordering Activity. Similarly, Ordering Activity will communicate with Contractor regarding any change in problem status, and will be available to Contractor for ongoing clarifications.
- 3.4 Reserved.
- 3.5 Excluded Services. Except as otherwise provided herein, the Maintenance Services do not apply to or include: (i) Software Support required as a result of use or maintenance of Licensed Software other than in accordance with these terms herein; (ii) Software Support required as a result of database errors, content or other inputs; (iii) user education and training, except as described herein; (iv) correction of or assistance regarding problems caused by operator errors, including but not limited to the entry of incorrect data and improper procedures; (v) hardware problems experienced by Ordering Activity; or (vi) correction of errors attributable to software other than the Licensed Software (collectively "Excluded Services").
- 3.6 Reserved.
- 3.7 Contact Person(s). Ordering Activity shall appoint one (1) person as the principal point of contact for the communication of Errors to Contractor and for the receipt of Error fixes, work-arounds, patches and Updates, if any. Additionally, Ordering Activity may appoint another person as a back up for the principal contact. Contractor will provide an account manager who will service Ordering Activity and will monitor Ordering Activity's support needs.

4 DISCLAIMER.

- 4.1 WITH THE EXCEPTION OF THE EXPRESS WARRANTY PROVIDED IN SECTION 2.1 ("SCOPE OF WARRANTY"), AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED SOFTWARE IS LICENSED TO ORDERING ACTIVITY ORDERING ACTIVITY "AS IS," AND CONTRACTOR AND ITS LICENSORS SPECIFICALLY DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS RELATING TO THE LICENSED SOFTWARE AND ANY SERVICES FURNISHED OR OTHERWISE PROVIDED HEREUNDER, IF ANY. IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.
- 4.2 LIMITED WARRANTY FOR MAINTENANCE SERVICES.
- 4.3 CONTRACTOR WARRANTS THAT THE MAINTENANCE SERVICES WILL BE (I) PERFORMED IN COMPLIANCE WITH ALL APPLICABLE LAWS, REGULATIONS AND RULES; (II) PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH GENERALLY ACCEPTED INDUSTRY STANDARDS AND (III) PERFORMED BY PERSONNEL QUALIFIED TO PERFORM THE TASKS NECESSARY FOR PROVIDING THE MAINTENANCE SERVICES. . CONTRACTOR'S SOLE OBLIGATION, AND ORDERING ACTIVITY ORDERING ACTIVITY'S SOLE AND EXCLUSIVE REMEDY IN THE CASE OF A BREACH OF SUCH WARRANTIES WILL BE FOR CONTRACTOR TO RE-PERFORM SUCH MAINTENANCE SERVICES IN CONFORMANCE WITH SUCH APPLICABLE LAWS, GENERALLY ACCEPTED INDUSTRY STANDARDS OR USING QUALIFIED PERSONNEL, AS APPLICABLE. EXCEPT AS SET FORTH HEREIN, CONTRACTOR EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR

A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS RELATING TO THE MAINTENANCE SERVICES FURNISHED OR OTHERWISE PROVIDED HEREUNDER.

SOFTWARE SUPPORT TERMS

Contractor provides thorough 24x7x365 global Software Support, capable of handling all functional and technical problems. Software Support is available to all users, buyers and suppliers.

Software Support contact information:

Domestic / Toll Free Phone: 1-877-528-2947
International / Toll Free Phone: +00-800-2255-4626
Email: support@bravosolution.com

Software Support Hours of Operation (Staffed):

24x5 staffed support: Sundays 2100 hours thru Fridays 2000 hours Eastern Prevailing Time

After Hours Support:

For urgent assistance after staffed support hours, support specialists carry cellular phones and will return calls within one hour of receipt.

Severity

Priority	Severity	Description
Urgent	1	Time Critical system problem. BravoSolution production environment is inoperative and business is being impacted and no work can be done. No work around exists and use of Licensed Software functionality is materially compromised.
High	2	Time Critical system problem. BravoSolution production environment is adversely affected or is inoperative. Productivity is being compromised; work can be done but not at full capacity. The problem is time critical and affecting more than 1 user.
Medium	3	Non-time critical system problem. BravoSolution production environment has encountered a non-critical problem or defect and / or questions have arisen on the use of the system. Affects at least 1 user. (Issues involving a single user where they are not able to use whole or part of the system).
Low	4	Non-time critical system problem. Low priority request with no system impact, such as enhancements, feature request or other non-critical problem. Non-time critical system problem affecting only one user.

Escalation

Severity Level	Initial Response	Follow-up Response	Service Level/Resolution
Urgent Incident (Severity 1)	30 Minutes	1 Hour	The Error will be routed to BravoSolution development resources within 30 minutes of Ordering Activity support notification and resolution efforts will be on going until the Error is resolved. The target time-to-resolution is 24 hours from the time Ordering Activity support notifies development of the Error.

High Incident (Severity 2)	1 Hour	1 Hour	The Error will be routed to BravoSolution development resources within 1 hour of Ordering Activity support notification and resolution efforts will be scheduled according to priorities set by Ordering Activity Support, Product Management and Development. The target time-to-resolution is 1 business day from the time Ordering Activity support and development is notified of the Error.
Medium Incident (Severity 3)	1 Hour	24 Hours	The Error will be routed to development within 24 hours of Ordering Activity support notification and resolution efforts will be scheduled according to priorities set by Ordering Activity Support, Product Management and Development. The repair may be scheduled for the next product release and is determined by Ordering Activity Support, Product Management and Development collectively.
Low Incident (Severity 4)	N/A		Used for Documentation Errors, Enhancement Requests, and other minor issues or concerns.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

1. SERVICES.

1.1 Subject to these terms and conditions, Ordering Activity hereby engages Contractor to provide the Services. Unless otherwise specified in a SOW, the Services shall be performed at the facilities and location designated by Contractor. The parties shall each designate an account director or project manager who shall work together to manage the timely and successful implementation of the Services. Subject to these terms and the applicable SOW Contractor may subcontract some or all of the Services to be performed hereunder. In performing the Services, Contractor shall use commercially reasonable efforts to adhere to any timetables set forth in an SOW.

1.2 Reserved.

1.3 Ordering activity shall assist Contractor in the performance of the Services by making available to Contractor on a timely basis all equipment, software, documentation, information, office and working space, Internet connectivity and personnel reasonably requested by Contractor from time to time. Ordering Activity shall also ensure that the Ordering Activity personnel so made available to Contractor are familiar with Ordering Activity requirements and have the expertise and capabilities necessary to so assist Contractor.

1.4 Performance Generally. Ordering Activity acknowledges and agrees that Contractor's obligations and commitments, and in particular any timetables or prices, are subject to Ordering Activity's performance of its obligations and the performance by third parties of their respective obligations, as well as the realization of any assumptions that are stated in the applicable SOW or in another document executed by Contractor and Ordering Activity.

2. RESERVED.

3. RESERVED.

4. SERVICES WARRANTY.

4.1 Contractor warrants that the Services to be provided hereunder will be provided when and as required by this Agreement and shall be performed in a professional and workmanlike manner, in accordance with prevailing standards in the industry. BRAVOSOLUTION MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY. THIS CLAUSE DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(o). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

HOSTING TERMS AND CONDITIONS

1. HOSTING SERVICES.

1.1 In consideration for Ordering Activity's payment of the Hosting Fee(s) set forth in the Order Form and commencing as of the date Contractor begins hosting the Licensed Software on BravoSolution controlled servers, Contractor shall provide the Hosting Services to Ordering Activity as specified herein.

1.2 Hosting on BravoSolution Servers. BravoSolution shall make available one or more BravoSolution controlled servers for purposes of hosting the Licensed Software and the Content in accordance with the details set forth on an applicable Order Form. Contractor shall be responsible for installing the Licensed Software on such servers. At all times, BravoSolution or its subcontractor shall retain ownership of the BravoSolution servers, together with any associated equipment, hardware, software and other infrastructure components utilized by BravoSolution in providing services to Ordering Activity hereunder.

2. DISCLAIMER.

2.1 By performing the Hosting Services, Contractor through BravoSolution is providing Ordering Activity with access to the Licensed Software via the Internet. Ordering Activity hereby acknowledges that (i) the Internet is not owned, operated, managed by or in any way affiliated with Contractor or BravoSolution or any of its Affiliates; (ii) the Internet is a separate network of computers independent of Contractor and BravoSolution; (iii) Ordering Activity's use of the Internet is solely at Ordering Activity's own risk and is subject to all applicable laws, rules and regulations; and (iv) access to the Internet and the Licensed Software may be dependent on numerous factors, technologies and systems, many of which are beyond Contractor's authority and control and for which Contractor and BravoSolution shall not be liable hereunder. Ordering Activity agrees that Contractor shall not be held responsible in any way for outages or downtime resulting from causes beyond the control of Contractor or BravoSolution (e.g., telecommunications disturbances, packet loss un-attributable to a specific cause, or other internet outages of any kind).

2.2 THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 USC 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75—PRICE REDUCTIONS, CLAUSE 52.212-4(H)—PATENT INDEMNIFICATION, AND GSAR 552.215-72—PRICE ADJUSTMENT—FAILURE TO PROVIDE ACCURATE INFORMATION.

3. USAGE OF THE LICENSED SOFTWARE.

3.1 Contractor reserves the right to, from time to time, monitor the Licensed Software hosted on its servers only for the purposes of providing the services. Ordering Activity hereby acknowledges and agrees that Contractor and BravoSolution exercises no control whatsoever over the material transmitted or received on or through the Licensed Software by Ordering Activity. Ordering Activity shall ensure that all materials that transmitted or received on or through the Licensed Software comply with all applicable laws, rules and regulations. Without limiting the foregoing sentence, Ordering Activity hereby acknowledges that it will not violate any of the following policies respecting usage of the Licensed Software:

3.1.1 The transmission of spam (unsolicited commercial messages or communications in any form) on or through the Licensed Software is prohibited;

3.1.2 The transmission of any material on or through the Licensed Software in violation of any applicable laws or regulations is prohibited. This includes, but is not limited to, unauthorized transmission of copyrighted material, material protected by trade secret, or material that is otherwise deemed to be proprietary, as well as transmission of material that is legally judged to be threatening or obscene or that, in Contractor's reasonable business discretion, is deemed inappropriate or improper;

3.1.3 Intentionally omitting, deleting, forging or misrepresenting transmission information (including, without limitation, headers, return addressing information and Internet Protocol addresses) or taking any other actions intended to misrepresent or hide Ordering Activity's or any user's identity or contact information is prohibited.

3.2 Reserved.

4. SECURITY.

4.1 Contractor represents and warrants that BravoSolution has implemented and maintains the Hosting Services at reputable third party Internet service providers and hosting facilities and that it shall use commercially reasonable technical, physical and procedural controls at least as rigorous as accepted industry practices to protect Ordering Activity's Content and Confidential Information against destruction, loss, alteration, unauthorized disclosure to third parties or unauthorized access by employees or contractors to Ordering Activity's systems and Content, whether by accident or otherwise. The parties acknowledge, however, that Contractor and BravoSolution cannot, given the nature of current computer systems and networks, guarantee absolute security of the Licensed Software, or any activity occurring on or through it.

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5. PERFORMANCE

5.1 Manner of Performance. Contractor may subcontract with third parties for the purpose of performance of the Hosting Services; provided, however, that Contractor shall remain responsible for ensuring its subcontractors comply with the terms and conditions of this Agreement. BravoSolution shall have the right to relocate the Licensed Software, the BravoSolution controlled servers or any of BravoSolution's operations at any time.

5.2 Cooperation and Assistance. Ordering Activity shall provide Contractor with reasonable cooperation and assistance in connection with performance of its obligations hereunder.

6. ORDERING ACTIVITY CONTENT.

6.1 Ownership. Contractor acknowledges and agrees that the Content and any intellectual property rights in or relating thereto are and shall continue to be the sole and exclusive property of Ordering Activity or its third-party licensors. Contractor acknowledges that it shall not, by virtue of this Agreement, acquire any ownership interest in the Content or any intellectual property rights in or relating thereto. Ordering Activity reserves all rights to the Content not expressly granted to Contractor hereunder. Ordering Activity represents and warrants that the Content shall not include any personally identifiable information.

6.2 License Grant. During the Hosting Services term, Ordering Activity hereby grants to BravoSolution through Contractor a non-exclusive, royalty-free, worldwide right and license to use, reproduce, display, perform and transmit the Content solely on or in conjunction with the Licensed Software, as contemplated hereunder, subject to and in accordance with the terms, conditions and provisions of this Agreement.

Backups. Contractor shall make daily, incremental backups five times a week and one complete weekly backup of the Content. Should the need arise, Contractor shall use commercially reasonable efforts to reconstruct the Content from its backup.

HOSTING SERVICE LEVELS

Availability and Maintenance. Contractor shall make the Licensed Software available for access twenty-four (24) hours per day, seven (7) days per week, excluding times for scheduled maintenance to be performed by or on behalf of Contractor ("Scheduled Maintenance"). Scheduled Maintenance shall

take place between 2200 hours Friday and 1600 hours Sunday, Eastern Prevailing Time, or such other time as required.

1. Service Levels.

- A.** Availability. Contractor will provide no less than 98% Total Time of Availability, which will be calculated on a monthly basis, as follows:
 - i. Scheduled Maintenance will not be included as downtime in calculation of monthly availability. When the application is unavailable due to causes beyond Contractor's reasonable control, such as Internet outages, weather, acts of God, Ordering Activity system issues, or utility system outages, such unavailability will not be included as downtime. Unscheduled and emergency maintenance will be included as downtime in monthly availability calculation. The availability of the system is calculated in the following way:
 - ii. $\text{Total Time of Availability} = \text{Total Time (24/7)} - \text{Scheduled Maintenance} - \text{Uncontrollable Outages}$
 - iii. $\% \text{ Availability} = \frac{(\text{Total Time of Availability} - \text{Unscheduled/Emergency Maintenance}) * 100}{\text{Total Time of Availability}}$
- B.** Maintenance Notifications. Contractor will communicate with the Ordering Activity's Designated Company Administrator(s) in the event that unscheduled maintenance or emergency maintenance is required. An email or phone call (including voice mail) will constitute sufficient notification of impending maintenance of any type. Unscheduled and Emergency maintenance windows may involve maintenance/repairs for which advance notification is not possible. Contractor will employ best efforts to notify client of Unscheduled and Emergency maintenance windows at the earliest time possible.
- C.** Maintenance Scheduling and duration. Total Scheduled Maintenance will not exceed 72 hours in any given month.

2. Backups/Recovery Actions.

- A.** redundant RAID for all data storage of Ordering Activity data.
- B.** incremental file system backups nightly and shall perform full file system backups weekly.
- C.** maintain journaling of database transactions.
- D.** perform database exports nightly, prior to scheduled file system backups.
- E.** perform cold database backups at regular intervals.
- F.** transport tapes of file systems and data backups off-site to a secure storage location on a weekly basis.

3. Monitoring.

- A.** Application monitoring. BravoSolution shall employ a transaction monitoring system in order to verify application functionality for uptime reporting purposes and for the purpose of providing notification in the event of failures. BravoSolution shall check the application at least four times per hour for functionality.
- B.** System Level monitoring. BravoSolution shall employ a monitoring system in order to gather system level metrics that relate to utilization and performance.