

Concorn Commercial Supplier Agreement

This Commercial Supplier Agreement and Software License Agreement and Services (“Agreement”) is between the Customer, as defined below, having its principal place of business at [insert] as set forth in a Purchase Order, Annex, Statement of Work, or similar document, and the GSA Multiple Award Schedule (MAS) Contractor acting on behalf of Concorn, LLC (“Supplier”) with its principal place of business at [REDACTED]. This Agreement governs the Customer’s use of the Concorn software (the “Licensed Software”) and the Concorn documentation made available for use with such software. “You” and “Customer” mean the Government Customer (Agency) who, under the GSA MAS Program, is the “Ordering Activity,” defined as an “entity authorized to order under GSA Schedule Contracts” as defined in GSA Order [Insert] (“GSA Order”), as such order may be revised from time to time.

1. DEFINITIONS for Concorn, LLC

1.1 “Add on” means any development that adds new and independent functionality but does not modify existing CONCORD, LLC functionality and is developed using CONCORD, LLC application programming interfaces or other CONCORD, LLC code that allows other software products to communicate with or call on the Software.

1.2 “Affiliate” means any legal entity in the Territory in which the Licensee, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights. Any such legal entity shall be considered an Affiliate for only such time as such interest is maintained.

1.3 “Associated Company” means any legal entity of which a person or company has direct or indirect Control and only as long as a person or company maintains direct or indirect Control.

1.4 “Agreement” means the EULA Acceptance Form, this EULA and the Software Use Rights Schedule.

1.5 “Business Partner” means a legal entity or individual that requires access to the Software in connection with Licensee’s internal business operations, such as customers, distributors and/or suppliers of Licensee.

1.6 “Confidential Information” means with respect to Licensee: Licensee’s marketing and business plans and/or financial information and with respect to SAP: (a) the Software Documentation and other CONCORD, LLC Materials, including without limitation the following information regarding the Software: (i) computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in the Software; (ii) benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications, file formats; and (iii) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to the Software; (b) the research and development or investigations of SAP; and (c) product offerings, content partners, product pricing, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, knowhow, improvements, inventions (whether patentable or not), marketing plans, forecasts and strategies. In addition, Confidential Information of either CONCORD, LLC or Licensee (the party disclosing such information being the “Disclosing Party”) includes information which the Disclosing Party protects against

unrestricted disclosure to others that (i) the Disclosing Party or its representatives identifies as confidential at the time of disclosure; or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure; including, without limitation, information from, about or concerning any third party that is disclosed under this Agreement.

1.7 “Control” means the power to direct or cause the direction of the affairs of an entity whether by means of direct or indirect ownership of fifty per cent (50%) or more of the voting rights or similar rights of ownership or by means of having the power to direct the management or directors whether conferred by constitutional documents, shareholder agreement or other document regulating the affairs of an entity.

1.8 “Designated Unit” means information technology devices (e.g. hard disks or central processing units) identified by End User or Partner pursuant to or in connection with this Agreement that has been previously approved by CONCORN, LLC or otherwise officially made known to the public as appropriate for Use or interoperation with the Software.

1.9 “Distributor” means the person or entity to which CONCORN, LLC markets and distributes certain Software and from which the Partner bought or will buy the Software in case Partner has not or will not buy the Software from CONCORN, LLC directly.

1.10 “Documentation” means Concorn’s then current technical and/or functional documentation which is delivered or made available by CONCORN, LLC either indirectly via Distributor and/or Partner or directly to Licensee with the Software.

1.11 “Effective Date” means the effective date set out in the GSA Order as “Effective Date”.

1.12 “EULA Acceptance Form” means the “Acceptance Form for End User License Agreement (for CONCORN, LLC Subscription based software as well as any On-Premise indirect sales)” concluded between CONCORN, LLC and Licensee.

1.13. 1.13 Intentionally left Blank

1.14 “Export Law” means all constitutions, laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits restrictive measures, trade sanctions, embargos and other legally binding requirements of all federal, country, international, state and local governmental authorities relating to export, re-export or import.

1.15 “Intellectual Property Rights” means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

1.16 “Licensee” means the end user who is further identified in the EULA Acceptance Form as “End User”.

1.17 "Modification" means (i) a change to the delivered source code or metadata; or (ii) any development, other than a change to the delivered source code or metadata, that customizes, enhances, or changes existing functionality of the Software including, but not limited to, the creation of any new application program interfaces alternative user interfaces or the extension of CONCORN, LLC data structures; or (iii) any other change to the Software (other than an Add-on) utilizing or incorporating any CONCORN, LLC Materials.

1.18 "Partner" means the partner which is further identified in the EULA Acceptance Form as "Partner".

1.19 "Concorn, LLC" means the CONCORN, LLC entity which is further identified in the EULA Acceptance Form as "Concorn". "CONCORN, LLC Delivered Support" means Concorn's support offering to directly provide support to End Users subject to the terms and conditions set out in the EULA. One year of maintenance and 90 days of warranty are included in all subscription license sales.

1.21 "Concorn, LLC" means CONCORN, LLC Parent and any of its Associated Companies.

1.22 "CONCORN, LLC Materials" means any software, programs, tools, systems, data or other materials made available to Licensee directly by CONCORN, LLC or via Partner prior to or after the Effective Date including, but not limited to, the Software and Documentation.

1.23 Concorn, LLC, located: 14115 Montclair, Rancho Cucamonga, California 91739.

1.24 "Software" means (i) any and all software products licensed to Licensee under this Agreement as specified in the EULA Acceptance Form, all as developed by or for the Concorn, LLC and delivered by Concorn, LLC, either indirectly via Distributor and /or Partner or directly to Licensee ; (ii) any new releases, updates or versions thereof, made available through unrestricted shipment pursuant to CONCORN, LLC support or warranty obligation; and (iii) any complete or partial copies of any of the foregoing.

1.25 "Software Use Rights Schedule" means the Software Use Rights Schedule current at the Effective Date of the EULA.

1.26 "Territory" means the territory stated in the EULA Acceptance Form.

1.27 "Third Party Software" means (i) any and all software products licensed to Licensee under this Agreement as specified in the EULA Acceptance Form, all as developed by or for companies other than the Concorn, LLC and delivered by CONCORN, LLC either indirectly via Distributor and/or Partner or directly to Licensee; (ii) any new releases, updates or versions thereof made available through unrestricted shipment pursuant to CONCORN, LLC support or warranty obligation; and (iii) any complete or partial copies of any of the foregoing

1.28 "Use" means to activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities.

2. LICENSE GRANT

End User License Agreement (Subscription Based)

1. LICENSE. Subject to the terms and conditions of this End User License Agreement and the MAS Contract (this "Agreement") and subject to the payment of the applicable license fees (the "Subscription Fee"), Concorn, LLC Software, Inc., (Concorn, LLC), grants to you a limited, non-exclusive and non-transferable license, for your internal business purposes only, for the accompanying software and documentation provided by Concorn, LLC (collectively, the "Software") during the set subscription period (the "Subscription Period") for the number of users for which the corresponding fee has been paid (the "Permitted Number"). This Agreement will also govern any upgrades to the Software provided by Concorn, LLC that replace and/or supplement the original Software, unless such upgrades are accompanied by a separate license, in which case the terms of that license will govern.

1.1. Subscription Period. The Subscription Period for the Software will begin on the day you order the Software and end one year thereafter. You agree to pay the Subscription Fee for the Subscription Period. Concorn, LLC reserves the right to change the Subscription Fee for any renewal Subscription Periods. Each new Subscription Period will be subject to the same terms and conditions set forth in this Agreement, which may be updated by Concorn, LLC from time to time with agreement of the Contracting Officer. Updates to the terms of this Agreement can be found on your customer portal.

1.2. End of Subscription Period. You agree that Concorn, LLC may disable the Software, either by operation of the software or by a remote command from Concorn, LLC, at the end of the Subscription Period if you have not paid the Subscription Fee to renew your subscription to the Software. 1.3. Maintenance. Maintenance and support are included with your Subscription Fee. Concorn, LLC will make reasonable efforts to notify you when updates to the software are available in your customer portal. Updates are also available upon request (when applicable). It is your responsibility to download the updates. Support will be provided according to the terms of Concorn, LLC's current Software Maintenance and Services Agreement found on your customer portal which may be modified by Concorn, LLC from time to time with consent of the Contracting Officer.

2. RESTRICTIONS. The Software and any copies that you are authorized by Concorn, LLC to make are the intellectual property of and are owned by Concorn, LLC. You agree and acknowledge that the structure, organization and code of the Software are the valuable trade secrets and confidential information of Concorn, LLC. The Software is protected by copyright, including, without limitation, by United States Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. Any copies that you are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on or in the Software. You agree not to modify, adapt or translate the Software. You also agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software. If it is necessary to decompile in order to achieve operability of the Software with another software program, you must request that Concorn, LLC provide the information necessary to achieve such operability. Concorn, LLC has the right to impose reasonable conditions and to request a reasonable fee before providing such information. Any information supplied by Concorn, LLC or obtained by you, as permitted hereunder, may only be used by you for the purpose described herein and may not be disclosed to any third party or used to create any software that is similar to the Software. The license granted to the Software is personal to you and may not be shared, sublicensed or used on behalf of third parties. Trade names and or trademarks (hereinafter, "Trademarks") shall be used in accordance with accepted trademark practice, including identification of the trademark owners' names. Trademarks can only be used to identify printed output produced by the Software and such use of any trademark does not give you any rights of ownership in

that Trademark. Except as expressly stated herein, this Agreement does not grant you any intellectual property rights in the Software.

3. LIMITED WARRANTY. Concorn, LLC warrants to you that the Software will perform substantially in accordance with the Documentation for the ninety (90) day period following receipt of the Software when used on the recommended hardware configuration. Your exclusive remedy and Concorn, LLC's entire liability under this limited warranty shall be limited, at Concorn, LLC's option, to either the repair or replacement of the Software or the refund of the Subscription Fee for the then current Subscription Period.

3.5 One year of maintenance is included in all subscription-based orders.

4. DISCLAIMER. EXCEPT AS PROVIDED IN SECTION 3 ABOVE, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. TO THE EXTENT PERMISSIBLE BY LOCAL LAW, CONCORN, LLC DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SOFTWARE AND SERVICES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE, OR PERFORMANCE OF THE SOFTWARE OR SERVICES SHALL BE DEEMED A WARRANTY FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF CONCORN, LLC WHATSOEVER. YOU HEREBY ACKNOWLEDGE THAT YOU HAVE RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT.

5. LIMITATION OF LIABILITY. IN NO EVENT WILL CONCORN, LLC BE LIABLE FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF GOODWILL OR LABOR COSTS, OR LOST SAVINGS) EVEN IF A CONCORN, LLC REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY. CONCORN, LLC'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31. U.S.C. §§ 3729-3733.

6. EXPORT RULES. All Software and technical data delivered under this Agreement are subject to United States export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such law and regulations.

7. TERMINATION. This Agreement is effective until terminated or until the end of the Term set forth in a GSA Order. Termination of this agreement or any order under this agreement shall be governed by the MAS contract and GSAR 552.212-4. In addition, You may terminate this Agreement at any time by destroying all copies of the Software. Upon termination, you must cease use of the Software and destroy all copies of the Software. In the event of termination for cause by Concorn, LLC, you will not be entitled to the return of any portion of the Subscription Fee.

8. GOVERNING LAW. This Agreement and the obligations of the parties hereunder will be interpreted, construed and enforced in accordance with the federal laws of the United States of America.

9. SEVERABILITY. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

10. INTEGRATION. This Agreement, together with all Exhibits and Schedules and the MAS Contract, constitutes the entire agreement among the Parties pertaining to its subject matter. This Agreement supersedes any prior oral or written promise or representation, oral or written agreement, or understanding among the Parties with respect to the subject matter of this Agreement, but shall not amend, modify, supersede or in any way affect any other agreement or understanding among the Parties or their Affiliates that do not relate to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.