# **Apporto Subscription Agreement**

THIS MASTER SERVICE AGREEMENT/SUBSCRIPTION AGREEMENT (the "Agreement") is effective as of the date set forth in the Purchase Order, Statement of Work, or similar document (the "Effective Date"), by and between Apporto, Inc., a California corporation with offices located at 3558 Round Barn Boulevard, Suite 200 #7678, Santa Rosa, California 95403 ("Apporto," the "Service Provider," "We", "Us," and "Our"), and the Ordering Activity under GSA Schedule contracts identified in the Order (the "Customer," "You" or "Your"), with offices located at \_\_\_\_\_\_ (each also referred to herein as a "Party" and collectively as the "Parties").

You are acquiring a subscription to services, which are hybrid services where some or all of Our software will be on the cloud and some of Our software will be installed on Your hardware, including on premises You own, lease or otherwise control, and as further described below, being the "Apporto Hybrid Services" or the "Services." This Agreement contains the terms and conditions that govern Your access to and use of the Services. Apporto is an express beneficiary of this Agreement, and in acquiring a subscription to the Services, You expressly acknowledge and agree that Apporto shall have the right to enforce this Agreement and that this Agreement constitutes the entire agreement and supersedes any and all prior agreements between You and Apporto with regard to Your subscription to the Services.

### **RECITALS**

WHEREAS, Apporto provides the Services; and

WHEREAS, the Customer wishes to receive the Services;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual obligations set forth in this Agreement, the Parties hereto agree as follows:

## **TERMS AND CONDITIONS**

# 1. **DEFINITIONS**

- **1.1 "Affiliate"** means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**," for purposes of this definition, means direct or indirect ownership or actual or legal ability to control greater than fifty percent (50%) of the voting interests of the subject entity.
- **1.2** "Order Form" means the documents for placing orders hereunder, including any and all addenda and supplements thereto, that are entered into between You and Us from time to time, which have the legal effect of contracts and are binding on the Parties and Affiliates of Parties. Any and all Order Forms shall be deemed incorporated herein by reference.
- **1.3** "Services" means the hybrid services defined in the preamble of this Agreement, and, any and all products or services that You or Your Affiliates purchase, as identified in an Order Form, including any associated software applications that We may make available.
- **1.4 "Users"** means individuals who are authorized by You to use Our Services and for whom or on whose behalf You have ordered the Services. Users may include Your employees, contractors, representatives, and affiliates.
- **1.4.1** "Concurrent Users" means Users identified by a valid e-mail address who may be concurrently logged into the software which is part of the Services at any given time.
- **1.5** "**Your Data**" means all electronic data or information submitted by You to, through, or in connection with the Services, and includes any Uploaded Software (defined below).

### 2. SERVICES

- **2.1. Provision of Services.** We shall make the Services available to You pursuant to the terms and conditions of the Agreement and any relevant Order Forms.
- **2.2. User Subscriptions.** Unless otherwise specified in the applicable Order Form(s), Services are purchased for use by an agreed-upon number of Users; and no more than the aggregate total number of Users for whom or on whose behalf You have purchased the Services may be supported at a given time.
- 2.3. Upload of Software. The Services permit You to upload and virtualize software that You may then make available to Users (the "Uploaded Software"). You hereby represent and warrant that You have the necessary rights and licenses to upload the Uploaded Software to the Services for use in the manner contemplated herein. Alternatively, You may request Us to upload and virtualize the software on Your behalf. In all cases, You are solely responsible for: (i) the selection, licensing, installation, accuracy, maintenance, testing and support of the Uploaded Software; and (ii) the selection of any controls on the access to and use of Uploaded Software.

# 3. USE OF THE SERVICES

- **3.1. Our Responsibilities.** We shall: (i) provide support for the Services to You at no additional cost; and (ii) make the Services available as set forth in **Schedule B**.
- **3.2. Our Protection of Your Data.** We shall maintain administrative, physical, and technical safeguards providing appropriate protection in terms of the security, confidentiality and integrity of Your Data. We will not: (i) modify Your Data; (ii) disclose Your Data, except as compelled by law in accordance with Section 6.3 (Compelled Disclosure) or as expressly permitted in writing by You; or (iii) access Your Data, except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.
- **3.3. Your Responsibilities.** You shall use the Services only in accordance with all applicable laws and governmental rules and regulations. You shall not: (i) sell, resell, rent or lease the Services; (ii) use the Services to store, transmit or upload any material which is infringing, libelous, tortious, unlawful or otherwise objectionable in our sole discretion; (iii) use the Services to store or transmit material in violation of any third party's privacy rights; (iv) interfere with or disrupt the integrity or performance of the Services or any third-party data contained therein; (v) use the Services in a manner that violates or to further the violation of, the intellectual property rights of any third party, or for illegal purposes; or (vi) store, transmit or upload viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs.
- **3.4. Suspension of Services.** We have the right at our sole discretion to investigate any potential violations of Your Responsibilities in connection with the Services as set forth herein. In the event that We find that You have made use of the Services in a manner prohibited herein, We may in accordance with the Contract Disputes Act: (i) restrict Your access to the Services; or (ii) remove or require removal of any of Your Data. Except in an emergency or as may otherwise be required by law, before undertaking the actions described in this Section 3.4, We will attempt to notify You by any reasonably practical means under the circumstances, such as, without limitation, by telephone or e-mail.

#### 4. FEES AND PAYMENT FOR PURCHASED SERVICES

4.1. Fees. You shall pay all fees specified in all Order Forms hereunder in accordance with the GSA Schedule Pricelist ("Fees") to the Party identified on the Order Forms. Except as otherwise specified herein or in an Order Form, Fees are based on Services purchased and not actual usage. "Subscription Fees" are a type of Fee that is based on yearly periods (each a "Yearly Subscription Period"). Subscription Fees are subject to renewal at the beginning of each next

Yearly Subscription Period, unless You provide Us prior written notice of your intent to terminate Services in conformance with the Notice provisions provided below

- **4.2. Taxes.** We shall state separately on invoices taxes excluded from the fees, and You agree either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable based on Our income, property and employees; and You are responsible for and shall pay any sales, use, VAT, excise, export or other taxes, duties or other charges of any kind or nature, that are levied or imposed by any governmental authority in relation to the transfer, delivery, possession, use or license of the Services.
- **4.3. Invoicing and Payment.** Unless otherwise stated in an Order Form, invoiced charges are due net thirty (30) days from the invoice receipt date (such date being the "**Due Date**").
- **4.4. Overdue Payments.** If any payments are not received from You by the Due Date, then at Our discretion, the charges may accrue late interest at the the interest rate established by the Secretary of the Treasury as provided in <u>41 U.S.C. 7109</u>, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

#### 4.5. Reserved.

**4.6. Payment Disputes.** We shall not exercise Our rights under Sections 4.4 (Overdue Payments) or 4.5 (Suspension of Service) if You are, in our discretion, disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

### 5. PROPRIETARY RIGHTS

- **5.1. Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth in this Agreement.
- **5.2. Restrictions.** You shall not: (i) create derivative works based on the Services except as authorized herein; (ii) reverse engineer the Services; or (iii) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions, graphics or other content related to the Services.
- **5.3. Your Data.** Subject to the limited rights granted by You in this Agreement, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

### 6. CONFIDENTIALITY

6.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a Party to this Agreement (the "Disclosing Party") to the other Party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each Party shall include marketing plans, technology and technical information, product plans and designs, and business processes disclosed by the Disclosing Party. Provided, however, Confidential Information (other than Your Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known by the Receiving Party prior to its

disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

- **6.2. Protection of Confidential Information.** The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.
- **6.3. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure We recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor
- **6.4. Return/Destruction of Confidential Information.** Upon the termination of this Agreement or at the reasonable request of the Disclosing Party, which request shall include with reasonable specificity an identification of the subject document or information, the Receiving Party shall either: (i) promptly return Confidential Information to the Disclosing Party; or (ii) promptly destroy, and provide a certification to the destruction of, such Confidential Information.
- **6.5. Survival:** The provisions of this Section 6 shall survive the termination of this Agreement.

# 7. WARRANTIES AND DISCLAIMERS

- **7.1. Our Warranties.** We warrant that We have validly entered into this Agreement and have the legal power to do so.
- **7.2. Your Warranties.** You warrant that You have validly entered into this Agreement and have the legal power to do so.
- 7.3. Disclaimer. WE WARRANT THAT THE SERVICES WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SERVICES WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE THAT THE SERVICES ARE PROVIDED "AS-IS" AND "WITH ALL FAULTS" AS THOSE TERMS ARE COMMONLY UNDERSTOOD.
- 7.4. Non-GA Services. From time to time, We may invite You to try, at no additional cost to You, certain of Our products or services that are not generally available to Our customers ("Non-GA Services"). You may accept or decline any such trial in Your sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes only and are not for production use, are not supported, may contain bugs or errors,

and may be subject to additional terms, conditions, restrictions and limitations. NON-GA SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AS THOSE TERMS ARE COMMONLY UNDERSTOOD, WITH NO EXPRESS OR IMPLIED WARRANTIES. We may discontinue Non-GA Services at any time in Our sole discretion and may determine to never make them generally available at Our sole discretion.

#### 8. INDEMNIFICATION

8.1. Indemnification by Us. We shall have the right to intervene to defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and We shall indemnify You for any damages, attorneys' fees and costs finally awarded against You as a result of, and for amounts paid, by You under a court-approved settlement of, a Claim Against You; provided that: (i) You (a) promptly provide Us written notice of the Claim Against You; (b) grant Us, in writing, sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); (c) provide to Us all reasonable assistance, at Our expense; and (ii) such Claim Against You does not arise from or relate to Your User Data. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. In the event of a Claim Against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You: (i) modify the Services so that they no longer infringe or misappropriate, without being in breach of this Agreement; (ii) obtain a license for Your continued use of the Services in accordance with this Agreement; or (iii) terminate Your subscriptions for such Services upon thirty (30) days' written notice and refund to You of any prepaid fees covering the remainder of the term of such subscriptions after the effective date of termination.

# 8.2. Reserved.

**8.3. Exclusive Remedy.** This Section 8 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described herein.

### 9. LIMITATION OF LIABILITY

- **9.1. Limitation of Liability.** EXCEPT FOR OUR OBLIGATIONS OF INDEMNIFICATION, OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIMED INCIDENT.
- 9.2. Exclusion of Consequential and Related Damages. EXCEPT FOR OUR OBLIGATIONS OF INDEMNIFICATION, IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

### **10. TERM AND TERMINATION**

**10.1.** Term of Agreement. This Agreement commences on the date You accept it and continues

until all subscriptions granted in accordance with this Agreement have expired or been terminated.

- **10.2. Term of Purchased Subscriptions.** Subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all subscriptions may berenewed for additional periods equal to the expiring subscription term or one (1) year (whichever is shorter)by executing a written order for the successive term.
- **10.3. Termination for Cause.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, We shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

#### 10.4 Reserved.

- **10.5 Refund or Payment upon Termination.** Upon any termination, We shall refund You any prepaid Fees covering the remainder of the term of all subscriptions after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any Fees payable to Us for the period prior to the effective date of termination.
- 10.6 Return of Your Data. Upon request by You made within sixty (60) days after the effective date of termination of a Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format for thirty (30) days. After such thirty (30) day period (maximum ninety (90) days total), We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.
- **10.7 Surviving Provisions.** Sections 4 (Fees and Payment for Purchased Services), 5 (Proprietary Rights), 6 (Confidentiality), 7.3 (Disclaimer), 8 (Indemnification), 9 (Limitation of Liability), and 10.6 (Return of Your Data)) shall survive any termination or expiration of this Agreement in addition to any other provisions whose survival is necessary in order for the parties to achieve the full benefit of the rights and obligations herein.

#### 11. NOTICES, GOVERNING LAW AND JURISDICTION

- **11.1. Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the first business day after sending by e-mail (provided e-mail shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.
- **11.2. Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the Federal laws of theUnited States.

#### 12. GENERAL PROVISIONS

- **12.1. Relationship of the Parties.** The Parties are independent contractors of one another. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.
- **12.2. No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**12.3. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect.

#### 12.4. Reserved.

- **12.5. Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld or delayed). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety (including all Order Forms) in accordance with the provisions set forth at FAR 42.1204, , to its Affiliate(s) or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. A Party's sole remedy for any purported assignment by the other Party in breach of this paragraph shall be, at the non-assigning Party's election, termination of this Agreement upon written notice to the assigning Party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.
- 12.6. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Any terms in any purchase order or other documentation issued by You shall be subject to the terms and conditions of this Agreement. The Parties agree that any conflict between the provisions of a purchase order and the terms contained in this Agreement will be resolved in favor of the terms contained in this Agreement. By entering into this Agreement, You waive any preprinted terms and conditions set forth in Your form documents that may be accepted by us for Your convenience, and as to any non-preprinted terms and conditions, You agree that they apply only if expressly acknowledged and accepted by Us by means of our initialing such terms on your form document itself or in our written acceptance of your form document.

[\*\*\*SIGNATURE PAGE FOLLOWS\*\*\*]

CUSTOMER	Apporto	
By: Name:	By: Name:	_
Title:	Title:	
Date:	Date:	

# Schedule A - Maintenance and Support

**Technical Support**: We will provide technical support to You under this Agreement. Technical support consists of updates to the Services which may be issued from time to time and resolution for problems in the operation of the Services, as such resolutions are reasonably determined by us. Technical support can be obtained using any of the following methods:

E-mail: <a href="mailto:support@apporto.com">support@apporto.com</a>

Website: <a href="https://www.apporto.com/apporto-help-center">https://www.apporto.com/apporto-help-center</a>

Telephone: (877) 751 4081 (available only between 8:00 A.M. and 6:00 P.M. Pacific Time, Monday

through Friday).

A support analyst will review the support request to understand its impact on the Customer's business. The support request is then assigned a severity level as follows:

Severity Level	Description
Level 1 – Critical	Critical production issue affecting all Users, including system unavailability and data integrity issues with no workaround available.
Level 2 – Urgent	Major functionality is impacted, or performance is significantly degraded. Issue is persistent and affects many Users and/or major functionality. No reasonable workaround is available.
Level 3 – High	System performance issue or bug affecting some but not all Users. Short-term workaround is available, but not scalable.
Level 4 – Medium	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround available. Resolution required as soon as reasonably practicable.

<u>Target Initial Response Time</u>. Apporto will use commercially reasonable efforts to respond to each case within the applicable response time described in the table below, depending on the severity level set on the case.

Target Initial Response Time by Case Severity				
Severity Level	Target Initial Response Time			
1	1 business hour <sup>1</sup>			
2	2 business hours <sup>1</sup>			
3	4 business hours <sup>2</sup>			
4	8 business hours <sup>2</sup>			

Severity Level 1 and 2 target initial response times are 24x7, including weekends and holidays.

**Designated Contacts:** "Designated Contacts" are Users Customer identifies as primary liaisons for technical support. You shall identify and maintain at least one (1) Designated Contact. Customer You notify Us whenever Designated Contact responsibilities are transferred to another User

**Reproducing Errors:** We must be able to reproduce errors in order to resolve them. You agree to cooperate and work closely with Us to reproduce errors, including conducting diagnostic or

<sup>2</sup> Severity Level 3 and 4 target initial response times excludes weekends and holidays.

troubleshooting activities as requested and appropriate. Also, subject to Your approval on a case-by-case basis, You may be asked to provide remote access to your environment for troubleshooting purposes.

# Schedule B - Service Levels

**Service Levels:** We will use commercially reasonable efforts to make the Services available 99.9% of the time during a calendar month except for: (i) planned downtime [of which We shall give at least eight (8) hours' notice]; or (ii) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of governments, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, global or national health crises, or Internet service provider failures or delays. A User's inability to make use of the Services due to an error with respect to any software and/or applications shall not be deemed an outage.

**Service Credits:** Credits are calculated as a percentage of the monthly charges paid as follows:

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9% but more than 99.8%	10%
Less than 99.8%	20%

# **Schedule C - Usage Entitlement**

You are entitled to use the Services for an average of one hundred thirty four (134) hours per Concurrent User per month in multi-session environments and up to (25) hours per Named User per month in single session environments.

# **Order Form**

Agreement / Subscription Agreement between [CUSTOMER NAME] ("You") and Apporto ("Us") dated						
Purchased Services:						
Subscription fees						
Payment Terms:						
Start Date:						
End Date:						
CUSTOMER			Apporto			
Ву:		Ву:				
Name:		Name:				
Title:		Title:				
Date:		Date:				