

MASTER SOFTWARE LICENSE and MAINTENANCE AGREEMENT

Effective Date May 1, 2015

1. The Parties

In consideration for the mutual promises contained herein, the sufficiency of which is hereby acknowledged, this Master Software License and Maintenance Agreement, including any applicable product schedule, attachment, addendum, or amendment each signed by the parties hereto, (hereinafter "Agreement") is made and entered into by and between Proplanner Inc, with a principal place of business at 2321 North Loop Drive, Ames, Iowa 50010 and "Licensee" identified immediately below:

Licensee Name _____
Address _____
City, State, Zip _____
Telephone _____
Facsimile _____

Proplanner, hereinafter known as "Supplier" has the right to license certain software ("Licensed Product") and Licensee desires to obtain and use each Licensed Product in its global operations.

2. Definitions

2.1. "Affiliate" shall mean any present or future, worldwide (1) entity directly or indirectly controlling, controlled by, or under common control with any Licensee, or (2) Subsidiary of any Licensee, or (3) joint venture of any Licensee, or (4) partnership of any Licensee.

2.2. "Binary Version" shall mean the same as Object Code defined herein.

2.3. "Computer Platform" shall mean the type, kind, or classification of computer hardware on which the Licensed Product can be executed in Object Code form.

2.4. "Concurrent Users" shall mean the maximum number of Users, if specified in the Product Schedule, that at any one time are in active session with the Licensed Product. Active session means that two computers are ready to transmit data between each other as soon as data is presented for transmission by User.

2.5. "Data Processing Facility" shall mean a physical location for preparing, storing, or manipulating information with one or more computers and/or peripheral equipment.

2.6. "Documentation" shall mean detailed specifications for operation and use of Licensed Product, manuals, handbooks, on-line help, and other materials for use with Licensed Product, whether in electronic or other formats.

2.7. "Enhancements" shall mean changes or additions to the Object Code and the related Documentation of Supplier and/or a Third Party, including all updates, modifications, code corrections, new versions, and new releases that improve functions, add new functions, and/or improve performances and any Replacement Product.

2.8. "Licensed Product" shall mean software of Proplanner, such software being specified in the Product Schedule, and all Enhancements thereto, provided to Licensee pursuant to the terms of this Agreement, and the Documentation with respect to Licensed Product.

2.9. "Licensee" shall mean _____, Inc., with its principal place of business located at _____ any Parent., any Affiliate, including any Affiliate of Parent, and their assignees or successors, all hereby bound by this Agreement.

2.10. "Maintenance" shall mean phone support, web-based support, and future product enhancements as described in this agreement and supplied by Supplier.

2.11. "Object Code" shall mean the machine-readable instructions created by a compiler or interpreter from Source Code, or by a human.

2.12. "Operating System" shall mean a control program in a local and/or remote computer system which provides the interface to computer hardware and which controls the allocation and usage of hardware resources, such as memory, processor, input/output, and peripheral and security resources.

2.13. "Outside User" shall mean Outsourcing Firms, or Contractors of a Licensee, or Contractors of Outsourcing Firms, using Licensed Product for the benefit of Licensee.

2.14. "Product Schedule" shall mean a schedule or exhibit to this Agreement, each of which is signed by both parties and each of which incorporates all of the terms and conditions of this Agreement.

2.15. "Replacement Product" shall mean a functionally similar product of any Licensed Product licensed to Licensee pursuant to the terms of this Agreement.

2.16. "Restrictive Device" shall mean any key, node lock, time-out, time bomb, or other function, whether implemented by electronic, mechanical, or other means, which restricts or may restrict exercise of any License granted under this Agreement.

2.17. "Source Code" shall mean the human-readable form of computer programming instructions from which Object Code can be created which the computer can execute, and its related documentation, including all comments and procedural code, such as compiler language.

2.18. "Supplier" shall mean Proplanner, Inc., an Iowa corporation, with its principal place of business located at the address specified above, including, without limitation, any of its worldwide affiliates, and their assignees and successors, all hereby bound by this Agreement.

2.19. "Third Party" shall mean a party, other than Supplier, who develops, manufactures and/or supplies software through Supplier.

2.20. "Upgrade" shall mean an increase in the number of licenses.

2.21. "User" shall mean Licensee or an Outside User.

2.22. "Site" shall mean a location or locations that are primarily responsible for the operation of one (1) of Licensee's manufacturing facilities.

3. Grant of License

3.1. Subject to the payment of the license fee(s) as shown on the applicable Product Schedules, Supplier hereby grants and Licensee hereby accepts a world-wide, non-exclusive license (the "License") for itself and Outside Users to use and copy, as provided in Section 4, each Licensed Product, including Documentation, as provided in this Agreement and each applicable Product Schedule, unless a License is terminated as provided herein.

3.2. Supplier will furnish to Licensee such copy or copies of Licensed Product, as specified in the Product Schedule, and will authorize one copy of the Documentation for each copy of Licensed Product, or as otherwise specified in the applicable Product Schedule. If requested by Licensee, Supplier will provide software installation at a cost pre-approved by Licensee and specified in the Product Schedule.

4. Use

4.1. Any User may use Licensed Product by whatever method generally available for the benefit of Licensee, provided Licensed Product in use does not exceed the limitations set forth in the applicable Product Schedule and this Agreement.

4.2. At no additional cost or penalty, User shall have the right to copy or otherwise reproduce, in whole or in part, and use the Licensed Product for testing, archival, relocation, transfer and disaster recovery purposes, provided that Supplier upon written request shall be notified of such copying activity, the number of copies created, the purpose for creating the copies and the date of destruction or deletion of such copies.

4.3. In the event the Licensed Product is provided hereunder in the form of a master copy, or other similar form, then User shall have the right to copy and distribute Licensed Product as set forth in the applicable Product Schedule and pursuant to this Agreement.

4.4. User shall have the right to relocate, at no additional cost or penalty, any Data Processing Facility and its associated Licensed Product to any location deemed appropriate by User, without any effect on the License granted hereunder by notifying Supplier in writing within thirty (30) days of said occurrence. During the relocation process, User may desire and is hereby granted the right to use at no additional charge Licensed Product at both Data Processing Facility locations for a reasonable transition period.

4.5. User has the right to transfer any Licensed Product from one computer to another at no additional cost or penalty. Upon satisfactory completion of such transfer, User agrees to delete the Licensed Product from the old computer.

4.6. User shall have the right to use the Licensed Product in conjunction with its Disaster Recovery facility for both the purposes of testing its disaster recovery plan and for processing in the event of an actual disaster.

4.7. User shall have the right to use the Licensed Product on a test system to support evaluation of new releases, development of interfaces, and other activities involved in preparing and validating changes to the production implementation, prior to deploying those changes to the production system(s).

5. Upgrades

5.1. User has the right to Upgrade the Licensed Product at the rates set forth in the applicable Product Schedule.

6. Ownership, Intellectual Property Rights

6.1. Supplier hereby warrants that it has the right to license Licensed Product and Documentation to fulfill its obligations under this Agreement. User acknowledges it acquires no right to Licensed Product or Documentation other than those specifically described in this Agreement.

6.2. User shall not alter or remove any copyright, patent, trademark, proprietary or legal notice contained on or in copies of Licensed Product. User shall reproduce all such notices on or in all copies of Licensed Product as made under this Agreement.

6.3. User shall not decompile, disassemble, decode, or reverse engineer the Object Code of the Licensed Product.

6.4. Supplier may utilize third party components in the Licensed Product and/or require the user separately license third party products that are necessary for proper installation and operation of the Licensed Product. The user is responsible for any license fees or per end-user royalty costs associated with these products or components.

7. Warranties Representations

7.1. As of the date of delivery of each Licensed Product Supplier warrants that each Licensed Product does not infringe any patent, copyright, trademark, intellectual or industrial right and does not incorporate any unlicensed trade secrets of others. Supplier warrants that it has the right to license the Licensed Product.

7.2. As of the date of delivery of each Licensed Product Supplier warrants no lawsuit or claim concerning each Licensed Product is currently pending.

7.3. As of the date of delivery of each Licensed Product, or if installed by Supplier, as of the date of installation, Supplier warrants that each Licensed Product shall be free of any viruses.

7.4. During the existence of this Agreement Supplier warrants the media on which each Licensed Product, and any electronic Documentation, is provided shall be free of defects in material and if found defective Supplier will provide Licensee with replacement media.

7.5. During the existence of this Agreement Supplier warrants each Licensed Product does not and will not contain any "Active Restrictive Devices". Restrictive Devices will refer to hardware locks only.

8. Delivery

- 8.1. All deliveries under this Agreement shall be F.O.B. origin.
- 8.2. Supplier shall furnish replacement copies of Licensed Products if Licensee's copies are lost or damaged at no charge except for shipping charges..

9. Maintenance

- 9.1. Maintenance shall be provided for each perpetual License and each Subscription License as described in this Section 9 as follows:

Perpetual Licenses: For those Licensed Products licensed perpetually, beginning with the Effective Date on the Product Schedule and ending one year from such date, Supplier will provide Maintenance for a fee defined in the project schedule. Thereafter, when Licensee elects annual Maintenance, Supplier will provide Maintenance for the fee specified in the Product Schedule, including any increases in maintenance fees. Maintenance may be acquired at the sole option of Licensee.

Subscription Licenses: For those Licensed Products licensed as Subscription Licenses, beginning with the start date of the subscription, and ending at the subscription expiration date (as determined when the user suspends payment on the subscription fees, and is therefore, beyond the term of the paid subscription), and thereafter for each License renewal period, Supplier will provide Maintenance as part of the Subscription License fee.

Supplier is not obligated to correct failures or errors that are (i) in a Licensed Product which is not Current; or (ii) caused by unauthorized modification of Licensed Product by Licensee; or (iii) caused by negligent use of Licensed Product by Licensee. In addition, Licensee may request that Supplier perform certain services which Supplier is not otherwise required to perform under the terms of this Agreement. If the request is accepted by Supplier, Licensee shall pay to Supplier an amount agreed to by the parties prior to performance of such services.

- 9.2 **Phone Support:** User may call or contact Supplier support with questions or requests for information and Supplier will provide appropriate answers and information in a timely manner. Phone Support shall be available during Supplier's normal business hours.

- 9.3 **Web and e-mail Support:** User may contact Supplier support via e-mail with questions or requests for information and Supplier provide appropriate answers and information in a timely manner. Supplier may also provide web-based interactive technical support using a secure web meeting service such as Live Meeting. E-mail and web based support shall be available during Supplier's normal business hours.

- 9.4 **Enhancements:** From time to time Supplier may provide Enhancements and software version updates. Supplier will provide Licensee with one (1) complete copy of such Enhancements and one (1) copy of the Documentation updates, for each Licensed Product specified in the Product Schedule. Enhancements shall be issued to Licensee while Licensee is current in maintenance payments. If Supplier makes available new software, which is substantially different from Licensed Product and which is not within the definition of Enhancements, and if Supplier is not generally making this new software available at low cost or no cost to its other customers who have Licensed Product, and if Supplier continues to offer Maintenance to Licensee for Licensed Product, then Supplier is not obligated to provide the new software to Licensee at no cost. Supplier may upon occasion change the name of, re-bundle, or re-package the Licensed Product. If Licensee is current with maintenance for Licensed Product, Supplier will provide the newly named, re-bundled, or re-packaged version of the Licensed Product at no additional charge even though the Licensed Product is being marketed under a different name or even if the Licensed Product has more functionality.

- 9.5 **Maintenance Renewal** Licensee may, at its option, renew annually Maintenance, or the Subscription License which includes Maintenance, and Licensee shall pay the amount specified in the Product Schedule. If a License is perpetual, Licensee shall have the option to discontinue Maintenance and continue use of the Licensed Product at no charge. If the Licensee discontinues maintenance for any period of time, there will be an upgrade charge to return to maintenance.

- 9.6 **Computer Platform Exchange.** As long as Licensee is current in Maintenance payments for Licensed Product, User has the right to exchange the Binary Version of any Licensed Product for another Binary Version of a

Licensed Product available from Supplier and capable of executing on a different Computer Platform. In the event such exchange requires Supplier to provide a new Binary Version for the Computer Platform, Supplier shall ship the new Binary Version at a replacement cost. Licensee has the right to deploy the new Binary Version at no additional cost pursuant to the Agreement except for replacement costs shall include the cost of manuals, cd's and shipping.

9.7 **Operating System Exchange.** As long as Licensee is current in Maintenance payments for Licensed Product, User has the right to exchange the Binary Version of any Licensed Product for another Binary Version of Licensed Product available from Supplier and capable of executing on a different Operating System. In the event such exchange requires Supplier to provide a new Binary Version for the Operating System, Supplier shall ship the new Binary Version at a replacement cost. Licensee has the right to deploy the new Binary Version at no additional cost pursuant to the Agreement except for replacement costs shall include the cost of manuals, cd's and shipping

9.8 **Database Software Exchange.** As long as Licensee is current in Maintenance payments for Licensed Product, User has the right to exchange the Binary Version of any Licensed Product for another Binary Version of Licensed Product available from Supplier and capable of executing on different database software. In the event such exchange requires Supplier to provide a new Binary Version for the database software, Supplier shall ship the new Binary Version at a replacement cost. Licensee has the right to deploy the new Binary Version at no additional cost pursuant to the Agreement except for replacement costs shall include the cost of manuals, cd's and shipping

9.9 **Service Expenses:** Licensee will reimburse Supplier for reasonable expenses when pre-approved by Licensee for on-site services requested by Licensee as well as for software development services that are not part of normal maintenance support.

9.10. **Replacement Product.** If Supplier provides notice of its intention to terminate Maintenance for the Licensed Product, and provided Licensee is current in Maintenance payments for Licensed Product. Licensee shall have the right to exchange Licensed Product for Supplier's Replacement Product.

10. Limitation of Liability

10.1. Neither party shall be liable to the other for indirect, incidental, special or consequential damages arising out of this Agreement for the existence, furnishing, functioning, or use of the Licensed Product.

11. License Term

11.1. Each License granted under this Agreement shall be in effect from the Effective Date specified in the applicable Product Schedule and shall remain in effect for the term specified in the applicable Product Schedule. In the event a Licensed Product is licensed hereunder as a perpetual license, perpetual is not tied into payment of Maintenance fees. An annual license shall continue for one (1) year from the Effective Date specified in the Product Schedule, and shall automatically be renewed for successive one year terms on its anniversary date ("Annual License") unless (a) Licensee provides notice of non-renewal to Supplier prior to the next Annual License renewal date, or (b) the Agreement is terminated as provided for herein.

12. Assignment

12.1. Licensee may assign this Agreement at no additional charge, together with all the rights and obligations contained herein, due to merger, acquisition, or reorganization. Licensee will notify Supplier within thirty (30) days of assignment. Under no circumstances shall the Licenses granted and accepted hereunder be separated from the powers, privileges, rights and obligations granted herein.

12.2. Supplier may assign this Agreement, together with all the rights and obligations contained herein, as long as the assignee accepts all the terms and conditions of this Agreement. Supplier will notify Licensee within thirty (30) days of assignment. Under no circumstances shall the Licenses granted and accepted hereunder be separated from the powers, privileges, rights and obligations granted herein. In the event Supplier is acquired or assigns this Agreement, Licensee has the sole option to elect to continue this Agreement with the Supplier's assignee (or successor) retaining all Licensing rights, as described hereunder, of Licensed Product or, at any time, to discontinue this Agreement and associated fees. In the event Licensee elects to continue this Agreement, Supplier's assignee (or successor) will be bound by all terms and conditions of this Agreement.

12.3. In addition, if the Supplier's assignee (or successor) does not support Licensed Product to at least the same level that Supplier supported Licensed Product because, for example, Supplier's assignee chooses to support other

products with similar functions, Licensee, at its sole option, may elect to transfer the License, without cost or penalty, to another similar product within Supplier's assignee's product offering. The assignee, by taking benefit (including acceptance of any payment under this Agreement) ratifies this Agreement and applicable Product Schedules. All terms and conditions of this Agreement shall continue in full force and effect for the Replacement Product. In addition, the following terms and conditions shall apply if Licensee elects to transfer this License to a Replacement Product:

- (a) Any prepaid Maintenance shall transfer in full force and effect for the balance of the Replacement Product's Maintenance term (or equivalent service) at no additional cost. If the prepaid moneys are greater than the Replacement Product's Maintenance fee for the same term, the credit balance will be applied to future Maintenance fees or returned to Licensee, at Licensee's option.
- (b) Any and all modules or add-ons offered separately, and needed to match the original Licensed Product's level of functionality, shall be supplied by Supplier's assignee or successor without additional cost or penalty, and shall not affect the calculation of any Maintenance fee.
- (c) Licensee shall receive reasonable Supplier-provided training for Users, for purposes of learning the Replacement Product. Training shall be provided at a mutually agreeable reasonable cost to Users.
- (d) All License terms and conditions shall remain as granted herein with no additional fees imposed on Licensee.
- (e) The definition of Licensed Product shall then mean the Replacement Product.

13. Source Code

13.1. Licensee shall have the right to have access and use of the Source Code in the event (a) Supplier ceases to maintain and support Licensed Product for reasons other than for Licensee's failure to pay for, or election not to receive, Supplier's Maintenance services, and (b) no other qualified entity has assumed the obligation to maintain and support Licensed Product. In the event of 13.1(a) and (b), Supplier agrees to furnish to Licensee Source Code, required by Licensee for the use, maintenance, support, modification or correction as permitted by this Agreement of the Current version of Licensed Product or a previous version required by User. Should use of the Source Code as provided in this Section 13 involve the practice of any patent, copyright, trade secret, trademark or other proprietary information in which Supplier has an interest, Supplier, its assignee, or successors, agree not to assert a claim for patent, copyright, trade secret, trademark or other proprietary information infringement against User provided use of Licensed Product and Source Code is limited to the use of same for Licensee's benefit.

13.2. Licensee shall take reasonable steps not to disclose, in whole or in part, to any third party (other than Users) the marked Confidential information of Supplier contained in the Source Code. Licensee shall use reasonable efforts to limit use of and access to those who need to know and who are directly involved in the utilization of Source Code. Licensee shall take reasonable steps to safeguard Confidential information of Source Code and shall take reasonable steps to ensure that no unauthorized persons have access to Source Code and shall take reasonable steps to ensure that no person authorized to have such access shall take any action which would be a violation of this Agreement.

13.3. Notwithstanding the foregoing, Source Code shall not be deemed to include the following information: (a) Information that becomes generally known to the public prior to disclosure in connection with this Agreement or that subsequently becomes generally known to the public other than for breach of this Agreement; and (b) Information that was in possession free of any obligation of secrecy prior to disclosure hereunder; and (c) Information that was disclosed by a third party which User reasonably believes has no obligations of secrecy with respect thereto; and (d) Information that was developed independently of and without reference to Licensed Product.

13.4. Licensee, at its option and at its expense, has the right to enter into an escrow agreement with the Supplier and an escrow agent of Licensee's choosing to ensure possession and use of the Licensed Product, including Source Code.

14. Licensee Data

14.1 The licensee data entered into the application and stored within the SQL database and/or corresponding data files and reports is owned by the client during, and after, the time period for which software maintenance and software use is in effect. Licensees have full rights to read, write, modify, and delete any of the data in the application provided

by the licensee and affiliates at any time. Licensees may access and interface to the SQL database, and associated data files at any time, but Proplanner does not warrant, or support, issues that may arise out of such direct licensee access during, or after, the time when the maintenance agreement is in effect.

15. Change of Structure

15.1. If Licensee is acquired by a third party or is merged into or with a third party, such third party and its affiliates may at no additional cost be a permitted User under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

Accepted by
Proplanner, Inc.

Accepted by
_____, Inc.

Signature

Signature

Print Name

Print Name

Title

Title