

SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS SOFTWARE LICENSE AND SERVICES AGREEMENT (this “**Agreement**”) is entered into as of [_____, 20__] (the “**Effective Date**”), by and between Integrated Solutions Consulting, an Illinois corporation (“**ISC**”), and [CUSTOMER NAME], a [STATE OF ORGANIZATION] [ENTITY TYPE] (“**Licensee**”). ISC and Licensee are referred to collectively as the “**Parties**” or individually as a “**Party**”).

For and in consideration of the mutual covenants described below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the following meanings:

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.

“**Authorized User**” means an employee or Permitted Contractor of Licensee that Licensee permits to access and use the Software and/or Documentation pursuant to Licensee’s license hereunder.

“**Documentation**” means ISC’s user manuals, handbooks, and installation guides relating to the Software provided by ISC to Licensee either electronically or in hard copy form and end user documentation relating to the Software available at ISC’s website.

“**Feedback**” means any communications or materials sent or transmitted by Licensee or any of its employees or contractors to ISC by mail, email, telephone, or otherwise suggesting or recommending changes to the Software or Documentation, including but not limited to new features or functionality relating thereto, or any comments, questions, suggestions, or the like.

“**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“**Permitted Contractor**” means an outside contractor approved in writing by ISC, which contractor (a) may not be a competitor of ISC or a person or entity that provides or services that are similar to the products or services provided by ISC, and (b) shall have executed a written agreement with ISC, binding such contractor to terms consistent with the terms of this Agreement with regard to use of the Software.

“**Software**” means the Odysseus™ product, and all software, computer programming code, binary machine-executable code, object files, libraries, executable programs, scripts, web scripting code, any and all forms of markup language code, human-readable code, annotations, flow-charts, use cases, formulas, algorithms, logic, functionality, research and development techniques, and/or processes related thereto and all derivative works of the Odysseus™ product. Nothing in this Agreement shall be construed to transfer, assign, or otherwise grant any right, title, or interest in the Odysseus™ product to Licensee.

2. **Grant of License.** Subject to and conditioned on Licensee’s payment of Fees and compliance with all other terms and conditions of this Agreement, ISC grants to Licensee a worldwide, revocable, non-exclusive, non-transferable, non-sublicensable license during the Term (as defined below) to install and use the Software solely for Licensee’s internal business purposes up to the number of Authorized Users, all as set forth on Exhibit A (the “**Order Form**”), as updated, replaced or supplemented by additional Order Forms from time to time. The total number of Authorized Users will not exceed the number set forth on the Order Form, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the license fees payable hereunder. Licensee may make one copy of the Software solely for back-up, disaster recovery, and testing purposes. Any such copy of the Software: (a) remains ISC’s exclusive property; (b) is subject to the terms and conditions of this Agreement; and (c) must include all copyright or other proprietary rights notices contained in the original.

3. **Support and Services.** ISC shall provide Licensee with the support services for the Software (the “**Support Services**”) described on the Order Form, as updated, replaced or supplemented by additional Order Forms from time to time. In addition to the Support Services, upon agreement of the Parties, ISC may provide professional services, including but not limited to consulting services (the “**Additional Professional Services**”). ISC will provide the Additional Professional Services as set forth in one or more statements of work in the form set forth on Exhibit B (each, an “**SOW**”), which shall be incorporated into and governed by the terms of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any SOW, the terms of such SOW will control solely with respect to the Additional Professional Services covered under such SOW. ISC may, in its sole and absolute discretion, use

subcontractors or any other third party to perform any Services (which may include processing Licensee's Confidential Information and/or other data).

4. Term and Termination.

(a) *Term.* The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect for the period set forth on the Order Form (the "**Initial Term**"). This Agreement will automatically renew for additional successive one-year terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least 60 days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"). The Additional Professional Services, as applicable, will commence on the date set forth in an SOW and continue thereafter as set forth in such SOW, unless otherwise terminated earlier in accordance with the terms and conditions of such SOW or this Agreement. In no event shall this Agreement expire if there is an existing SOW in place.

(b) *Termination.* In addition to any other express termination right set forth in this Agreement:

(i) ISC may terminate this Agreement upon written notice to Licensee if Licensee breaches any duty of confidentiality or uses the Software or Documentation in an unauthorized manner. ISC retains the right to exercise any other remedy for breach.

(ii) Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach.

(iii) Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) *Effect of Termination or Expiration.* Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate, and Licensee's right to any Services shall immediately cease, and Licensee shall cease using and delete, destroy, or return all copies of the Software and Documentation and certify in writing to the ISC that the Software and Documentation has been deleted or destroyed. No expiration or termination will affect Licensee's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Licensee to any refund.

5. Use Restrictions. Licensee shall not use the Software or Documentation for any purposes beyond the scope of the grant of the license set forth herein. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement or with the express written permission of the ISC, Licensee shall not at any time, directly or indirectly: (a) bypass, breach or otherwise work around any security device or protection or technical limitations used for or contained in the Software or Documentation; (b) reverse engineer, disassemble, decompile, decode, or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (c) copy, modify, or create derivative works or improvements of the Software or the Documentation, in whole or in part; (d) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software to any person; (e) remove any proprietary notices from the Software or the Documentation; (f) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (g) use the Software for purposes of: (i) benchmarking or competitive analysis of the Software; (ii) developing, using, or providing a competing software product or service; or (iii) any other purpose that is to ISC's detriment or commercial disadvantage. Licensee acknowledges and agrees that a breach or threatened breach of any of its obligations under this Section would cause ISC irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, ISC will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

6. Fees and Payment; Taxes. The Licensee shall pay to ISC the fees (the "**Fees**") in accordance with the Order Form and any SOW and this Section. Licensee shall reimburse ISC for any out-of-pocket expenses incurred by ISC in performing the Additional Professional Services. For each Renewal Term, Licensee shall pay the then-current standard fees that ISC charges for the Software and for Services during such Renewal Term. Licensee shall make all payments hereunder in US dollars on or before the due date set forth

on the Order Form (and in any case, within 30 days of the date of any invoice issued by ISC). All Fees and other amounts payable by Licensee under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Licensee is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Licensee hereunder, other than any taxes imposed on ISC's income. If Licensee fails to make any payment when due then, in addition to all other remedies that may be available to ISC: (a) ISC may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law; (b) Licensee shall reimburse ISC for all reasonable costs incurred by ISC in collecting any late payment of amounts due or related interest, including attorneys' fees, court costs, and collection agency fees; and (c) if such failure continues for 60 days following written notice thereof, ISC may prohibit access to the Software until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Licensee or any other person by reason of such prohibition of access to the Software.

7. Intellectual Property Ownership. Licensee acknowledges and agrees that (a) the Software and Documentation are licensed, not sold, to Licensee by ISC and Licensee does not have under or in connection with this Agreement any ownership interest in the Software or Documentation, or in any related Intellectual Property Rights; and (b) ISC is the sole and exclusive owner of all rights, title and interest in and to the Software (including all enhancements and modifications) and Documentation, all Intellectual Property Rights relating thereto, subject only to the limited license granted to Licensee under this Agreement. Licensee hereby unconditionally and irrevocably assigns to ISC on Licensee's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and ISC may use, without any attribution or compensation to any party, any Intellectual Property Rights that Licensee may now or hereafter have in or relating to the Software or Documentation (including any rights in any Feedback, derivative works or patent improvements relating to either of them), whether held or acquired by operation of law, contract, assignment or otherwise, regardless of whether such works were jointly developed, modified or otherwise created.

8. Licensee Responsibilities. Licensee is responsible and liable for all uses of the Software and Documentation resulting from access provided by Licensee, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Licensee is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Licensee will be deemed a breach of this Agreement by Licensee. Licensee shall take reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Software, and shall cause Authorized Users to comply with such provisions. Licensee shall, during the Term: (a) safeguard the Software and Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access; (b) at ISC's expense, take all such steps as ISC may reasonably require to assist ISC in maintaining the validity, enforceability and ISC's ownership of the Intellectual Property Rights in the Software and Documentation; (c) immediately notify ISC in writing if Licensee becomes aware of: (i) any actual or suspected infringement, misappropriation or other violation of ISC's Intellectual Property Rights in or relating to the Software or Documentation; or (ii) any claim that the Software or Documentation, including any production, use, marketing, sale or other disposition of the Software or Documentation, in whole or in part, infringes, misappropriates or otherwise violates the Intellectual Property Rights or other rights of any Person; and (d) at ISC's expense, fully cooperate with and assist ISC in all reasonable ways in the conduct of any Action by ISC to prevent or abate any actual or threatened infringement, misappropriation or violation of ISC's rights in, and to attempt to resolve any Actions relating to, the Software or Documentation, including having Licensee's employees testify when requested and making available for discovery or trial relevant records, papers, information, samples, specimens and the like.

9. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under

applicable law. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under this Section would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

10. Warranties; Disclaimer.

(a) *Mutual Representations and Warranties.* Each Party represents, warrants, and covenants to the other Party that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (ii) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, and authorizations it grants and is required to grant under this Agreement; (iii) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and (iv) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

(b) *ISC's Limited Warranties.* ISC warrants that: (i) it is the lawful owner of the Software and/or that it has the authority to grant the License specified herein, and (ii) the Software will perform materially as described in the Documentation for a period of 90 days following the Effective Date. Licensee must report any material deficiencies in the Software to ISC in writing within 90 days of the Effective Date of this Agreement. The warranties set forth in this Section do not apply and become null and void if Licensee breaches any material provision of this Agreement, or if Licensee, any Authorized User, or any other person provided access to the Software by Licensee or any Authorized User, whether or not in violation of this Agreement: (i) installs or uses the Software on or in connection with any hardware or software not specified in the Documentation or expressly authorized by ISC in writing; (ii) modifies or damages the Software; (iii) has not promptly installed all updates and/or maintenance releases to the Software that ISC previously made available to Licensee; or (iv) misuses the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by ISC in writing. Licensee's exclusive remedy of the breach of the above Software warranty will be the correction of the material deficiency within a commercially reasonable time. ISC warrants that the Additional Professional Services (if any) will be performed in a good and workmanlike manner in accordance with applicable industry standards and practices. Licensee's sole and exclusive remedy for any breach of the above warranty for the Additional Professional Services (if any) shall be for ISC to re-perform such Additional Professional Services at no cost to Licensee. This sole and exclusive remedy is available only if ISC is promptly notified in writing within 30 days after the performance of such Additional Professional Services that do not conform to the warranty set forth above.

(c) *Disclaimer.* EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND ISC HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. ISC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN, ISC MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE AND DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET LICENSEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

11. Compliance with Laws; Export Regulation. Licensee shall, and shall cause its Authorized Users and other employees and contractors, to comply with applicable laws. The Software may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Licensee shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the United States.

12. Indemnification.

(a) *ISC Indemnification.* ISC shall indemnify, defend, and hold harmless Licensee from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) ("**Losses**") incurred by Licensee resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Software or Documentation, or any use of the Software or Documentation in accordance with this Agreement, infringes or misappropriates such third party's Intellectual Property Rights, provided that Licensee promptly notifies ISC in writing of the claim, cooperates with ISC, and allows ISC sole authority to control the defense

and settlement of such claim. If such a claim is made or appears possible, Licensee agrees to permit ISC, at ISC's sole discretion, to (i) modify or replace the Software or Documentation, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Licensee to continue use. If ISC determines that none of these alternatives is reasonably available, ISC may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Licensee. This Section will not apply to the extent that the alleged infringement arises from: (x) use of the Software in combination with data, software, hardware, equipment, or technology not provided by ISC or authorized by ISC in writing; (y) modifications to the Software not made by ISC; or (z) use of any version other than the most current version of the Software or Documentation delivered to Licensee.

(b) *Licensee Indemnification.* Licensee shall indemnify, hold harmless, and, at ISC's option, defend ISC from and against any Losses resulting from any Third-Party Claim based on Licensee's, or any Authorized User's: (i) negligence or willful misconduct; (ii) use of the Software or Documentation in a manner not authorized or contemplated by this Agreement; (iii) use of the Software in combination with data, software, hardware, equipment or technology not provided by ISC or authorized by ISC in writing; (iv) modifications to the Software not made by ISC; or (v) use of any version other than the most current version of the Software or Documentation delivered to Licensee, provided that Licensee may not settle any Third-Party Claim against ISC unless such settlement completely and forever releases ISC from all liability with respect to such Third-Party Claim or unless ISC consents to such settlement, and further provided that ISC will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) *Sole Remedy.* This Section sets forth Licensee's sole remedies and ISC's sole liability and obligation for any actual, threatened, or alleged claims that the software or documentation infringes, misappropriates, or otherwise violates any intellectual property rights of any third party.

13. Limitations of Liability. IN NO EVENT WILL ISC BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER ISC WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL ISC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO ISC UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS CONTAINED HEREIN SHALL APPLY TO THE MAXIMUM EXTENT PERMISSIBLE BY WRITTEN WAIVER, DISCLAIMER, LIMITATION, AND/OR EXCLUSION UNDER THE GOVERNING LAW, REGARDLESS OF WHETHER OR NOT ISC, ITS AFFILIATES, AGENTS AND/OR REPRESENTATIVES SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. EACH PARTY RECOGNIZES AND AGREES THAT THE WAIVERS, WARRANTY LIMITATIONS, AS WELL AS DISCLAIMERS AND EXCLUSIONS FROM AND LIMITATIONS OF LIABILITY AND/OR REMEDIES IN THE AGREEMENT ARE A MATERIAL AND ESSENTIAL BASIS OF THE AGREEMENT; REFLECT A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES; ARE FAIR, REASONABLE, AND A FUNDAMENTAL PART OF THE AGREEMENT; AND EACH HAS BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THE AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THE AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT ABSENT ANY OF SUCH WAIVERS, DISCLAIMERS, EXCLUSIONS, AND/OR LIMITATIONS OF LIABILITY AND REMEDIES, THE PROVISIONS OF THE AGREEMENT, INCLUDING THE ECONOMIC TERMS, WOULD BE SUBSTANTIALLY DIFFERENT, OR IN THE ALTERNATIVE, THE AGREEMENT WOULD NOT HAVE BEEN CONSUMMATED.

14. Survival. This Section as well as any other provision that by its nature is ongoing, shall survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15. Force Majeure. ISC shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances outside of ISC's reasonable control.

16. Assignment. Licensee may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of ISC. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or

delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

17. US Government Rights. Each of the Documentation and the Software is a “commercial item” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Licensee is an agency of the US Government or any contractor therefor, Licensee only receives those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government licensees and their contractors.

18. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder must be in writing and sent by email to the Parties at the email addresses set forth on the signature page of this Agreement (or to such other email address that may be designated by the Party giving notice from time to time in accordance with this Section).

19. Miscellaneous. This Agreement, including any and all Exhibits, which are incorporated herein by reference, constitutes the entire agreement between the Parties concerning the subject matter of this Agreement. This Agreement supersedes any prior communications, agreements or understandings, whether oral or written, between the Parties relating to the subject matter of this Agreement. Nothing in this Agreement will create or imply an agency relationship between ISC and Licensee, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the internal laws of the State of Illinois without regard to its choice of law principles. The Circuit Court of Cook County, Illinois shall have exclusive jurisdiction to hear any dispute under this Agreement and venue shall be proper there or, if such court is without subject matter jurisdiction, the United States District Court for the Northern District of Illinois shall have exclusive jurisdiction, and venue shall be proper there. The provisions of this Agreement are severable. If any provision is determined to be invalid, illegal, or unenforceable, in whole or in part, the remaining provisions and any partially enforceable provisions shall remain in full force and effect. A Party’s failure to enforce any provision of this Agreement shall not act as a waiver of that or any other provision. A Party’s waiver of any breach of this Agreement shall not act as a waiver of any other breach. This Agreement may not be amended or modified except in writing signed by both Parties. This Agreement may be executed in counterparts and by electronic signature or by delivery of a PDF, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ISC:	Integrated Solutions Consulting	Licensee:	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Email:		Email:	

EXHIBIT A

Order Form

This Order Form is subject to and made a part of that certain Software License and Services Agreement dated as of [_____, 20__] by and between Integrated Solutions Consulting, an Illinois corporation (“ISC”) and the following “Licensee”.

Licensee:	[_____]
Order Form Effective Date:	[_____, 20__]

Implementation

Licensee shall pay a one-time installation and system initiation fee of \$[_____] on or before [_____, 20__].

Subscriptions

Licensee may have up to [_____] Authorized Users.

Select Tool(s)	Term	License Fee
<input checked="" type="checkbox"/> Trial Access	[14] days with no option to renew or extend without ISC written consent.	\$0
<input type="checkbox"/> Odysseus™ Enterprise System	12 months	\$[_____]
<input type="checkbox"/> Grant Management Tool (GMT)	12 months	\$[_____]
<input type="checkbox"/> Knowledge Management System (KMS)	12 months	\$[_____]
<input type="checkbox"/> Compliance & Performance Metrics (CPM)	12 months	\$[_____]
<input type="checkbox"/> Assessment & Analysis System (AAS)	12 months	\$[_____]
<input type="checkbox"/> Computer-Based Training (CBT)	12 months	\$[_____]

Licensee shall pay such License Fees on or before [_____, 20__].

Support Services

Support Service(s)	Term	Support Fee
System Support and Maintenance Fees	12 months	\$[_____]
Programmatic Support Fee	12 months	\$[_____]

Licensee shall pay such Support Fees on or before [_____, 20__].

Subscriptions and support services automatically renew for one-year periods on the anniversary date(s) unless Licensee notifies ISC in writing at least 60 days in advance that it does not wish to renew at the end of the then-current term (each a “Renewal Term”). For each Renewal Term, Licensee shall pay the then-current standard fees that ISC charges for the Software and support services during such Renewal Term.

Tool Descriptions

Odysseus™ Enterprise System: Odysseus™ is a cloud-based suite of tools designed to enhance your organization’s knowledge management process, increase your organization’s operational effectiveness, increase collaboration and understanding, support knowledge transfer and retention through training and education, ensure regulatory compliance, and maximizes funding efficiency.

Grant Management Tool (GMT): The Grant Management Tool (GMT) system provides users with a ready-to-use or customized disaster grant management system to allow your organization to track, administer, and report grant funding and comply to regulatory requirements. The GMT offers organizations with real-time tracking and reporting of grant funding allocations. Track the status of vital community grant funding and measure the performance of project funding. The Odysseus™|GMT allows you to track every dollar from

beginning to end. The GMT offers a large library of grant management tool and be customized for even more. Our library of grant management tools continues to grow. The GMT can be accessed by multiple of users and concise and easy to interpret dashboard reports allows everybody in the need-to-know the status and performance of grant funded programs. The GMT gives users ready access to easy-to-interpret data reporting and graphic analytics or the option to build customize dashboard reports to analyze important metrics to their grant programs. The GMT offers a unique balance of standardization and flexibility, allowing organizations to modify the GMT's workflow to adhere to their programs, processes, and procedures.

Knowledge Management System (KMS): The Knowledge Management System (KMS) is the core of the Odysseus™ platform and the gives planners an online tool dedicated to the development and maintenance of complex plans and program initiatives. The KMS features the unique characteristic of providing standardization and flexibility, while reducing redundancy and increasing version control with your organization's plans and doctrine. The KMS provides secure access, creating a safe and collaborative environment to promote increased participation. Our unique architecture allows for plans or portions of plans to be shared with other systems in a controlled environment. The KMS documents the planning process and tracks planning collaboration among partners and committee members. The KMS allows for the monitoring of planning partners, stakeholders, and committees. Assign tasks or monitor the progress of work activities from the convenience of your desktop.

Compliance & Performance Metrics (CPM): The Compliance & Performance Metrics (CPM) provides data-driven assessments that systematically evaluate the compliance and/or performance to various governmental and industry recognized programs and standards. The CPM provides program analysts and directors with the ability to systematically evaluate the compliance of your program to various mandated, grant-driven requirements and industry standards. The CPM offers a large number of regulatory and industry compliance assessments. Our library of compliance assessment tools continues to grow. The CPM provides users with ready access to easy-to-interpret data reporting and graphic analytics of your organization's compliance and performance.

Assessment & Analysis System (AAS): The Assessment & Analysis System (AAS) provides users with ready access to industry and discipline standard assessment tools that can be used to evaluate, assess, and understand programmatic initiatives and trends. The AAS allows for the creation of customized assessment tools to systematically evaluate your organization's programs and initiatives. The AAS enables assessors to verify results by cross-referencing documented accomplishments across the Odysseus enterprise. The AAS, users can elect to have custom assessments created that are fully integrated across the Odysseus enterprise. The AAS provides users with a standard library of point-and-click reports. Want something specific? Our Technology Support Team is available to build custom reports specific to your organization's needs.

Computer-Based Training (CBT): The Computer-Based Training (CBT) system provides users with ready-to-use or customized computer-based training modules to aid in your organization's knowledge transfer and retention. The CBT plug-in provides organizations with an integrated learning management system that allows administrators to more effectively deliver and measure understanding of organizational strategies, programs, and procedures. The CBT allows users to create computer-based course content out of common formats such as PDF, MS Word, MS PowerPoint, Adobe Products, and many more popular content processing formats. The CBT allows users to deliver and manage customized computer-based training, track course assessments, award certificates upon course completion, and in-depth reporting of learner progress and understanding. The CBT delivers simulated scenarios that allow participants to engage in real-world decision making. Lessons learned and improvements can be easily documented and updated in your organization's plans. The CBT uses cutting edge gaming technologies and innovative media to create engaging scenarios. Our graphics media team can even create a customized simulations for your organization.

IN WITNESS WHEREOF, the Parties have executed this Order Form as of the Order Form Effective Date.

ISC:	Integrated Solutions Consulting	Licensee:	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Email:		Email:	