

Inquisite Standard Upgrade Assurance Agreement

IMPORTANT - READ CAREFULLY

This constitutes a legal agreement ("Agreement") between you ("Licensee", "You", "Your") and Inquisite Inc. ("Inquisite") regarding Standard Upgrade Assurance of the Inquisite Software product ("Software"). BY EXERCISING ANY OF THE RIGHTS GRANTED BELOW, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, YOU MUST NOTIFY INQUISITE IMMEDIATELY OF INTENT TO TERMINATE THIS AGREEMENT

This Agreement is intended to be supplementary to the Inquisite Software License Agreement ("License Agreement") previously made between You and Inquisite. The terms and conditions of that License Agreement and all amendments thereto are hereby acknowledged and reaffirmed. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the License Agreement.

The parties agree as follows:

1. DEFINITIONS

"Standard Support" - The diagnosis and resolution of Support Issues associated with normal use of the Software. The Resolution may involve a reasonable work around. Standard support does not include support of any supplemental custom software created by You, Inquisite's services group or any third party acting on Your behalf.

"Minor Maintenance Updates" - Updates in the Software to cure one or more defects or enhancement to the Software that Inquisite deems minor. Any such modifications shall become part of the Software for all purposes of this Agreement.

"Major Upgrade" – Enhancements to the Software that Inquisite deems 'major'. This Upgrade is often accompanied by a change in the Version number (for example 4.x to 5.x). Any such modifications shall become part of the Software for all purposes of this Agreement.

"Authorized Support Contact" - A User appointed by You who is authorized to contact the Inquisite support team on behalf of any or all of Your Users. If You have purchased a multi-user License of Inquisite, then Two (2) Authorized Support Contacts are granted under this Support Agreement, additional Authorized Support Contacts can be purchased separately.

2. TERM AND RENEWAL

The term of this Agreement shall be annual. This Agreement shall be considered by both parties to be automatically renewed for an additional term upon receipt by Inquisite of Your payment of the latest annual renewal fee associated with the term for which You are renewing.

3. SUPPORT

During the term of this Agreement, Inquisite agrees to provide You with email and telephone access to our Inquisite Support Center during our standard support hours of Monday – Friday, 8:30 AM – 5:00 PM (Central Standard Time) except for standard U.S. Business Holidays. If your organization/company has more than one Inquisite

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login, You agree to appoint two (2) Authorized Support Contacts who will contact the Inquisite Support Team directly on behalf of Your other Inquisite users. You may purchase additional Authorized Support Contacts for an additional fee.

4. MAINTENANCE UPDATES

Inquisite agrees to provide Your Authorized Support Contact(s) with access to both Major Upgrades and Minor Maintenance Updates to the Software that are made by Inquisite during the term of this Agreement. Inquisite's policy is to utilize the Internet for software distribution. Access to updates may require a password provided by Inquisite. Users requiring physical media will be responsible for fees associated with the time and materials used in creating the media as well as any shipping costs.

5. TIMELY PAYMENT

5.1 Except as otherwise agreed in writing and signed by an authorized officer of both parties, all payments due to Inquisite for Software shall be due and payable in full within thirty (30) days of receipt by You of a proper invoice.

5.2 All past due payments will accrue interest due at a rate of one and one-half percent (1.5%) per month on the unpaid balance from the due date until paid in full.

5.3 Inquisite may, at its option and where permissible by law, elect to terminate this Agreement and restrict Your access to the our support and update areas for failure to pay any fees associated with use of this software that are past due by more than ninety (90) days.

6. BETA SOFTWARE

During the Agreement Term, You may be given access to software marked as 'BETA' for the primary purpose of soliciting your comments and suggestions regarding future releases of the Software. You acknowledge that You have been given notice that Inquisite 'BETA' Software has not been thoroughly tested by Inquisite and is not suitable for Use in Your production environment. BETA software is not supported under this Agreement. You are under no obligation to test BETA software nor any obligation to provide Inquisite with feedback regarding its BETA Software.

7. TERMINATION

You may cancel this Agreement at any time upon thirty (30) days notice and will receive a pro-rated refund of any fees paid by You for the current Agreement Term. Inquisite may terminate this Agreement, upon notice to You, if you breach any of your obligations regarding this Agreement. All disclaimers of warranties and limitations of liability shall survive any termination of this License Agreement.

8. FORCE MAJEURE

Neither Party shall be liable to the other for non-performance or delay in performance caused by anything beyond its reasonable control, including without limitation, 'acts of God', acts or omissions of the other, acts of government, war or embargoes.

9. APPLICABLE LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Texas. The federal and state courts of Texas shall have exclusive jurisdiction

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and venue to adjudicate any dispute arising out of this Agreement, and you expressly consent to (i) the personal jurisdiction of the state and federal courts of Texas, and (ii) service of process being effected upon You by registered mail.

11. LIMIT OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INQUISITE OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION) AS A RESULT OF ANY ADVICE, ASSISTANCE OR ANY OTHER ACTIVITY OR INACTIVITY BY INQUISITE WITH REGARD TO THIS AGREEMENT - EVEN IF INQUISITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, INQUISITE'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE FEE ACTUALLY PAID BY YOU FOR THIS AGREEMENT.

12. ASSIGNMENT

Either party may assign the Agreement to any entity which has or maintains a controlling interest of 51% or more providing the assignee agrees to abide by the terms and conditions of the Agreement. Notwithstanding, neither party may assign the Agreement to a direct competitor of the other party.

13. WAIVER AND SEVERABILITY

13.1 The waiver by either party of any default or breach under this Agreement shall not constitute a waiver of any subsequent default or breach of the same or of a different kind.

13.2 In the event that one or more of the provisions of this Agreement shall be found illegal or unenforceable, then such provisions shall be deemed struck and other provisions of this Agreement shall remain in full force and effect.

14. ENTIRE AGREEMENT

This Agreement supersedes any prior oral or written statements, agreements, or representations and can be changed only by an amendment designated as such and signed by an authorized officer of both parties.