ADDENDUM
By and Between
Levels Beyond, Inc.
&
Texas A&M University

This addendum ("Addendum") amends and supplements the Master Service Agreement ("Agreement") between Levels Beyond, Inc ("Levels Beyond"), and Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas ("Customer or TAMU"). All terms used herein and not otherwise defined shall have the meaning as in the Agreement. In the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control. Both parties agree that the Agreement is hereby amended and supplemented as follows:

1. For clarification, Texas A&M University is entering into this Agreement as a member of The Texas A&M University System, an agency of the State of Texas.
2. In section 5.3, the following is added: ""Payment from TAMU will be due thirty (30) days from the date TAMU receives the invoice. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code."
3. In section 5.4, the following is added: "As an agency of the State of Texas, TAMU is tax exempt."
4. In section 6.2 (b) the following is added: "In no event shall such termination by TAMU as provided for under this Section give rise to any liability on the part of TAMU, but not limited to, claims of Levels Beyond for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. TAMU's sole obligation hereunder it to pay Levels Beyond for products and/or services ordered and received prior to the date of termination."
5. In section 7, the following is added: "Levels Beyond acknowledges that TAMU is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon TAMU's written request, Levels Beyond will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to -TAMU in a non-proprietary format acceptable to TAMU. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which TAMU has a right of access. Levels Beyond acknowledges that TAMU may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code."
6. Section 10 is deleted in its entirety.
7. In section 11.1(b) the following is added: "if approved by the Texas State Attorney General..."
8. Section 11.3 is revised to read as follows: "Notwithstanding the foregoing, Levels Beyond will have no obligation under this Section 11 or otherwise to the extent any claim is based on: (a) a combination of Software with Customer Materials where the Software alone would not be infringing, except where such combination is reasonably anticipated in the Documentation or Levels Beyond's marketing materials; (b) use for a..."
9. Section 12.10 is deleted in its entirety and replaced with the following: "The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against TAMU shall be in Brazos County, Texas."
10. The following language is incorporated into the Agreement:

State Contracting Requirements:
Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds

under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the Levels Beyond or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Levels Beyond agrees that any payments owing to Levels Beyond under this Agreement may be applied directly toward certain debts or delinquencies that Levels Beyond owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

Prohibited Bids and Agreements. A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The *Texas Government Code* requires the following statement: "Under Section 2155.004, *Texas Government Code*, the Levels Beyond certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Dispute Resolution. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMU and Levels Beyond to attempt to resolve any claim for breach of contract made by Levels Beyond that cannot be resolved in the ordinary course of business. Levels Beyond shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Texas A&M University, who shall examine Levels Beyond's claim and any counterclaim and negotiate with Levels Beyond in an effort to resolve the claim.

Access by Individuals with Disabilities
Levels Beyond represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Customer under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code). To the extent Levels Beyond becomes aware that the EIRs, or any portion thereof, do not comply then Levels Beyond represents and warrants that it will, at no cost to Customer, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs.

Franchise Tax Certification. If Levels Beyond is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Levels Beyond certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Levels Beyond is exempt from the payment of franchise (margin) taxes.

Products and Materials Produced in Texas. Levels Beyond agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under this Agreement, Levels Beyond will purchase products and materials produced in Texas when such products and materials are available at a price and time comparable to products and materials produced outside of Texas.

Loss of Funding. Performance by TAMU under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, TAMU will issue written notice to Levels Beyond and TAMU may terminate this Agreement without further duty or obligation hereunder. Levels Beyond acknowledges that appropriation of funds is beyond the control of TAMU.

State Auditor's Office. Levels Beyond understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Levels Beyond agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Levels Beyond will include this provision in all contracts with permitted subcontractors.

Non-Waiver. Levels Beyond expressly acknowledges that TAMU is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMU of its right to claim such exemptions, privileges, and immunities as may be provided by law.

Levels Beyond Certification regarding Boycotting Israel. Pursuant to Chapter 2270, *Texas Government Code*, Levels Beyond certifies Levels Beyond (1) does not currently boycott Israel; and (b) will not boycott Israel during the Term of this Agreement. Levels Beyond acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Levels Beyond Certification regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Levels Beyond certifies Levels Beyond (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Levels Beyond acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Conflict of Interest. By executing and/or accepting this Agreement, Levels Beyond and each person signing on behalf of Levels Beyond certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System ("TAMUS") or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by TAMU or TAMUS, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonably means and will be effective when actually received. TAMU and Levels Beyond can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

TAMU: Address: *1228 TAMU*
Athletics Dept TAMU
College Station, TX 77843-1228
Attention: *Seth Dorsey*
Phone: (*979*) *862-5380*
Fax: ( ) _____
E-mail: *sdorsey@athletics.tamu.edu*

Levels Beyond: Address: *1660 Lincoln St*
Suite 2400
Denver, Co 80264
Attention: *Bill Forsinne*
Phone: ( ) *720-459-3004*
Fax: ( ) _____

E-mail: _Bill@Levelsbeyond.com_

ACCEPTED & AGREED:

Levels Beyond, Inc.

Texas A&M University

Signature

William S. Ferguson. Director

Name & Title

_7/17/19_

Date

Signature **ROBERT C. BOUNDS**
  DIRECTOR, PROCUREMENT SERVICES

Name & Title

18 Jul 2019

Date

LEVELS BEYOND

SOFTWARE LICENSE AGREEMENT

This Levels Beyond Software License Agreement ("Agreement") is entered into as of the date the last party to sign below (the "Effective Date") between Levels Beyond, Inc. a Delaware corporation ("Levels Beyond") and **[insert customer name]**, a **[insert state]** corporation ("Customer"). The parties agree that the following terms and conditions shall apply to Customer's acquisition of licenses to software from Levels Beyond.

1.   **Definitions.**

1.1   "Affiliate" means, with respect to a party, an entity that is directly or indirectly controlled by or is under common control with such party, where "control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the relevant entity (but only as long as such person or entity meets these requirements).

1.2   "Customer Materials" means the software or other information or materials of Customer or Customer's suppliers provided by Customer to Levels Beyond under this Agreement.

1.3   "Documentation" means that documentation that is generally provided to Customer by Levels Beyond with the Software, as revised by Levels Beyond from time to time, and which may include end user manuals, operating instructions, installation guides, release notes, and on-line help files regarding the use of the Software.

1.4   "Intellectual Property Rights" means all worldwide intellectual property rights, including without limitation, copyrights, trademarks, service marks, trade secrets, know how, inventions, patents, patent applications, moral rights and all other proprietary rights, whether registered or unregistered.

1.5   "License" is defined in Section 3.1

1.6   "License Term" means the term of the License as specified in the applicable Order.

1.7   "License Type" means the type of license applicable to the Software, as more fully described in Exhibit A.

1.8   "Open Source Software" or "OSS" means any free or open source software components that are licensed and distributed under an open source or freeware license and are delivered to Customer with Software or as releases and patches to open source software as part of a service.

1.9   "Order" means an ordering document agreed to by the parties as set forth in Section 2.
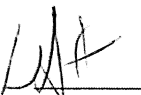
1.10   "Proposal" means a quotation, proposal or offer from Levels Beyond to Customer for Software.

1.11   "Software" means the Levels Beyond computer programs listed in an Order issued pursuant to this Agreement, and includes any Updates that Levels Beyond may provide to Customer as part of Support Services.

1.12   "Specifications" means, as applicable, (a) the functionality described in the then-current user guides delivered at installation of any Software; and (b) the API documents located at http://docs.reachengineapi.apiary.io/.

1.13   "Statement of Work" or "SOW" means a document that specifies mutually agreed upon Software that are to be provided by Levels Beyond to Customer, as well as additional mutually agreed upon terms that may include, but not be limited to, pricing, payment and delivery schedules.

1.14   "Support Services" means the support and maintenance services described in Exhibit B for any Software licensed under an Order for Software.

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1.15 "Third Party Software" means software from third parties to use with the Software which may include OSS.

1.16 "Undisputed" means an amount, fee or expense that a Customer (i) has not disputed and has accepted, or (ii) has disputed by notifying Levels Beyond in writing of the reason for the dispute along with the amount ("Notification Date"), but has not been resolved between the parties for greater than thirty (30) calendar days after the Notification Date. For clarification, if a Customer disputes an amount, fee or expense, and Levels Beyond and Customer have not mutually agreed on how the disputed amount, fee or expense needs to be addressed within thirty (30) calendar days such that it would become undisputed, it will automatically become an undisputed amount, fee or expense.

1.17 "Updates" are defined in Exhibit B.

1.18 "Versions" are defined in Exhibit B.

2.   Orders.

2.1   Orders. All Orders for Software are subject to this Agreement. No purchase orders issued by Customer are binding on Levels Beyond until accepted by Levels Beyond in writing. Levels Beyond shall provide all Software set forth in an Order. Once accepted, such Order together with this Agreement will be the complete and exclusive agreement of the parties with regard to the Software ordered. The initial Order is attached to this Agreement as Exhibit A.

2.2   Additional Software. If any new or additional Software products are to be provided by Levels Beyond under this Agreement, the parties shall promptly refer to an existing Order or attach a new Order to this Agreement substantially in the form of Exhibit A. Each such new Order shall be numbered sequentially (as "Exhibit A-1", "Exhibit A-2", "Exhibit A-3", etc.) and shall include a listing of the applicable new or additional Software products, as well as the corresponding License fees, as well as other relevant information. The terms of this Agreement shall apply to each new Order attached hereto pursuant to this Section 2.2, and each reference in this Agreement to an "Order" or "Exhibit A" shall also be deemed to refer to each such new Order.

2.3   Modifications; Interpretation. Any modifications proposed by either party and any terms and conditions in any Customer purchase order or Levels Beyond order acknowledgement are expressly rejected and will not become part of the agreement in the absence of each party's written acceptance. This Agreement will take precedence in the event of any conflict with an Order, except to the extent that the Order specifies otherwise. A SOW or Proposal may be attached to an Order for Software.

3.   License and Restrictions.

3.1   Scope of License. Subject to the terms and conditions of this Agreement, Levels Beyond grants to Customer, during the License Term, a nonexclusive, nontransferable (except as permitted by this Agreement) license to use the Software in executable code form only for Customer's internal operations in accordance with: (a) the Documentation; (b) the License Type for which Customer has paid the applicable fees, (c) other applicable limitations set forth in Order and (d) the terms and conditions of this Agreement ("License"). The License to the Software is limited to the terms specified in each applicable Order.

3.2   Open Source Software. Notwithstanding anything herein to the contrary, OSS is licensed to Customer under such OSS's own applicable license terms, which can be found in the open source licenses provided by the Open Source supplier, the Documentation as applicable, or the corresponding source files for the Software provided by the Open Source supplier. These OSS license terms are consistent with the license granted in Section 2, and may contain additional rights benefiting Customer. The OSS license terms shall take precedence over this Agreement to the extent that this Agreement imposes greater restrictions on Customer than the applicable OSS license terms.

3.3   Restrictions. Other than as expressly set forth in this Agreement, Customer shall not, and shall

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not allow any third party to: (a) reverse assemble, reverse engineer, decompile or otherwise attempt to derive source code from the Software or any component thereof; (b) copy, reproduce, modify, create a derivative work, sell, lease, sub-license, market or commercially exploit in any way the Software or any component thereof (including the further distribution or blank forms or templates); (c) use, or permit the use of, the Software except for Customer's internal operations; (d) disclose or grant access to an access code to the Software or any component thereof to any third party; (e) access or use the Software to circumvent or exceed limitations or requirements described in the Agreement or the Order; or (f) use the Software for the purpose of building a similar or competitive product or service. Customer shall not provide access to or perform services for third parties using the Software including, but not limited to, any service bureau, time-sharing, reskinning, framing, white-labeling, lease, distribution or re-sale, rental, application service provider arrangement, or any other arrangement.

3.4   Audit Rights. Customer shall permit Levels Beyond or its representatives to review Customer's relevant records contained with the Reach Engine platform ("Audit") to verify Customer's compliance with this Agreement and all associated Orders. Requests for an Audit will typically occur no more than once per month. Levels Beyond will give Customer at least five (5) business days notice of any such inspection and will conduct the same during normal business hours in a manner that does not unreasonably interfere with Customer's normal operations. An Audit usually involves the execution of a script that reports Customer's usage of the Software. In the case of a subscription license, the audit results will be used to determine any adjustments that would be necessary per the rate card associated with the Order(s). In the case of an Upfront license, if the audit reveals that Customer has materially breached any provision of this Agreement, in which case Customer will, at Levels Beyond's discretion, pay additional Fees to Levels Beyond for any use of the Software outside the license scope. The rights described in this Section shall be in addition to any other remedies available at law or in equity.

3.5   Protection of Proprietary Rights. Customer shall not remove any proprietary, copyright, patent, trademark, design right, trade secret, or any other proprietary rights legends from Software.

4.   Support and Maintenance. Provided that Customer is current in its payment of Undisputed fees under this Agreement, Levels Beyond shall provide to Customer the Support Services as noted on the Order.

5.   Fees and Taxes.

5.1   Fees. All fees for the Software shall be agreed upon by the parties and set forth in the Order. Customer shall pay all such agreed upon fees in accordance with this Agreement. All fees due hereunder are non-refundable and are not contingent on any additional products to be provided. During the Initial Term, the fees are as set forth in the Order unless additional Licenses are added during the Initial Term. For any Renewal Term, Customer agrees that Levels Beyond may condition renewal at any time upon Customer and Levels Beyond executing a new Order or agreeing to new pricing.

5.2   Purchase Orders. If Customer requires issuance of purchase orders, Customer shall promptly issue such purchase orders with respect to the Software purchased by Customer pursuant to the applicable Order.

5.3   Payment. Unless the applicable Order provides otherwise, Customer shall pay correctly invoiced and Undisputed fees within 30 days after Customer's receipt of the applicable invoice for such Software. All payments will be made in United States dollars. Any Undisputed amounts not paid according to invoice shall be subject to a late payment at a rate of 1.5% per month payable monthly, on the amounts outstanding from the time such amount becomes due until payment is received by Levels Beyond.

5.4   Excluded. Fees do not include, and as between Levels Beyond and Customer, Customer shall be responsible for payment of all taxes, fees, duties, and other governmental charges arising from the payment of any fees or any amounts owed to Levels Beyond under this Agreement (excluding any taxes arising from Levels Beyond's income or any employment taxes) ("Taxes"). To the extent required by the applicable

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taxing jurisdiction to which Levels Beyond is subject, Levels Beyond shall add such Taxes to the applicable invoice and Customer agrees to pay such Taxes.

6.   Term and Termination.

6.1   Term. This Agreement commences on the Effective Date and continues until all Orders have expired or have been terminated (the "Term"). The term of each Order shall be set forth in such Order.

6.2   Termination.

(a)   For Cause. Either party may terminate this Agreement and all Orders if the other party breaches any material provision of this Agreement and does not cure such breach (provided that such breach is capable of cure) within 30 days after being provided with written notice thereof. If Customer terminates this Agreement and all Orders for Levels Beyond's uncured breach in accordance with the terms of this Section, promptly after the effective date of such termination, Levels Beyond shall refund a pro-rata portion of the License fees paid by Customer under the applicable Order for the remainder of the Order Term for which Customer paid. Unless Customer terminates this Agreement for Levels Beyond's uncured breach in accordance with this Section, Customer shall not be entitled any refund of prepaid Fees.

(b)   For Convenience. Customer may terminate this Agreement and any Orders for any reason upon written notice to Levels Beyond, which termination shall be effective no earlier than 30 days after Levels Beyond's receipt of such notice and, upon such termination: (i) Customer will not be entitled to a refund of fees pre-paid prior to such termination for the then-current Order term; and (ii) Customer shall remain obligated to pay to Levels Beyond any Software fees that remain unpaid for the then-current Order Term.

(c)   For Payment Default. Levels Beyond may terminate the Agreement and all uncompleted SOWs or Proposals immediately upon written notice in the event Customer fails to pay any Undisputed amounts payable hereunder within ten (10) business days after receiving written notice from Levels Beyond that payment is due.

(d)   Individual Order, SOW or Proposal Termination.   The termination or expiration of a single Statement of Work shall not cause the automatic termination of any other Statement of Work.

6.3   Effects of Termination. Upon expiration or termination of this Agreement for any reason: (a) any Undisputed amounts owed to Levels Beyond under an Order before such termination or expiration will be immediately due and payable, (b) all rights granted in this Agreement will immediately cease, (c) Customer must promptly discontinue all access and use of the Software and return or destroy, all copies of the Documentation in Customer's possession or control, and (d) each party shall promptly return, destroy or erase all Confidential Information of the other party. Sections labeled Definitions, Fees & Taxes, Effects of Termination, Confidential Information, Ownership, Limit of Liability, Intellectual Property Indemnification, Governing Law and General Interpretation shall survive termination of this Agreement for any reason.

7.   Confidential Information.

7.1   Definition. "Confidential Information" means information or materials provided by one party ("Discloser") to the other party ("Recipient") which are in tangible form and labeled "confidential" or the like, or, information which a reasonable person knew or should have known to be confidential. The following information shall be considered Confidential Information, whether or not marked or identified as such: (a) Software license keys; (b) information regarding Levels Beyond business operations, customer lists, Software pricing, product roadmaps and strategic marketing plans; (c) Discloser's (i) information regarding business plans (strategic and tactical) and operations (including performance); (ii) information regarding administrative, financial, or marketing activities; (iii) pricing information; and (iv) personnel information; and (vi) products and/or services offerings (including specifications and designs); and (d) non-public materials relating to the Software.

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7.2   Protection. Recipient will not use any Confidential Information of Discloser for any purpose not expressly permitted by the Agreement, and will disclose the Confidential Information of Discloser only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of the Agreement and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature but with no less than reasonable care.

7.3   Exceptions. Recipient's obligations under Section 7.2 with respect to any Confidential Information will terminate if such information: (a) was already known to Recipient at the time of disclosure by Discloser; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to, or use of, Discloser's Information. In addition, Recipient will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

7.4   Permitted Disclosure. Notwithstanding anything to the contrary herein, neither party shall disclose the terms and conditions of this Agreement to any third party, without the prior written consent of the other party. Notwithstanding the foregoing each party may disclose the terms and conditions of this Agreement without the prior written consent of the other party: (a) as required by any court or other governmental body; (b) as otherwise required by law; (c) to legal counsel of the parties; (d) in confidence, to accountants, banks, and financing sources and their advisors; (e) in connection with the enforcement of this Agreement or rights under this Agreement; or (f) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction.

7.5   Submissions. Any information, materials, suggestions, ideas, comments or other information communicated by Customer to Levels Beyond regarding the Software ("Submission") will not be treated as confidential, proprietary or trade secret information. Submissions are typically, not part of the contracted, core work between Customer and Levels Beyond. Levels Beyond will not be required to treat any Submission as confidential, proprietary or trade secret unless specifically agreed to in writing by Customer and Levels Beyond. Levels Beyond may use any Submission in its business without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future Levels Beyond operations.

7.6   Return of Confidential Information. Upon the termination of this Agreement for any reason whatsoever, each party may request of the other that all documents, information, data and/or software however recorded, which contain any of the other's Confidential Information be returned, provided that the party shall be entitled to charge a reasonable fees and materials charge for doing so. If no request is received for the return of Confidential Information within thirty (30) days of the termination of this Agreement, the Confidential Information shall be destroyed within a reasonable time thereafter and shall not be used for any purpose whatsoever.

8.   Ownership.

8.1   Materials. All Customer Materials, all copies and portions thereof, and all improvements, enhancements, modifications and derivative works thereof, and all Intellectual Property Rights therein, are and shall remain the sole and exclusive property of Customer and its licensors and suppliers. Levels Beyond's rights to use the Customer Materials shall be limited to those expressly granted in this Agreement and any applicable Order. No other rights with respect to the Customer Materials or any related Intellectual Property Rights are implied. Levels Beyond is not authorized to use (and shall not permit any third party to use) the Customer Materials or any portion thereof except as expressly authorized by this Agreement or

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the applicable Order.

8.2 Software. The Software and Documentation, all copies and portions thereof, and all improvements, enhancements, modifications and derivative works thereof, and all Intellectual Property Rights therein, are and shall remain the sole and exclusive property of Levels Beyond and its licensors. Customer's rights to use the Software and Documentation shall be limited to those expressly granted in this Agreement and any applicable Order. No other rights with respect to the Software or any related Intellectual Property Rights are implied. Customer is not authorized to use (and shall not permit any third party to use) the Software, Documentation or any portion thereof except as expressly authorized by this Agreement or the applicable Order.

8.3 Levels Beyond Property. Notwithstanding the foregoing in this Section 8, as between the parties, Levels Beyond shall own all Intellectual Property Rights in any and all tools, routines, programs, designs, technology, ideas, know-how, processes, formulas, techniques, improvements, inventions and works of authorship which are made, developed, conceived or reduced to practice by Levels Beyond or its consultants either separately or jointly with Customer in connection with any workflows or APIs produced under this Agreement or such programming related to the Software which has general applicability to Levels Beyond customers (collectively, the "Levels Beyond Property"). Upon completion, Levels Beyond Property is hereby licensed to Customer pursuant as either an Upfront License or a Subscription License for the Order Term.

9. Limited Warranty; Disclaimer.

9.1 Software. Levels Beyond warrants to Customer that the Software will, for the Term after Acceptance ("Warranty Period"), substantially conform to the applicable Documentation and Specifications, provided that: the Software (a) has been properly installed and used at all times in accordance with the applicable Documentation and (b) has not been modified to by persons other than Levels Beyond or Levels Beyond's authorized representative. Levels Beyond will, at its own expense and as its sole obligation and Customer's exclusive remedy for any breach of the foregoing warranty, either replace the applicable Software or correct any reproducible error in the Software reported to Levels Beyond by Customer in writing during the Warranty Period. If Levels Beyond determines that it is unable to correct the error or replace the Software, Levels Beyond will refund to Customer all Software License fees actually paid by Customer in a pro-rated manner as of the effective date that such Software did not conform, in which case the License for the applicable Software and Customer's right to use such Software will terminate.

9.2 Disclaimer. THE EXPRESS WARRANTIES IN THIS SECTION ARE IN LIEU OF AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND LEVELS BEYOND AND ITS LICENSORS DISCLAIM, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE) REGARDING OR RELATING TO THE SOFTWARE, THE DOCUMENTATION, OR ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. LEVELS BEYOND AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM DEFECTS OR THAT THE SOFTWARE WILL MEET (OR IS DESIGNED TO MEET) CUSTOMER'S BUSINESS REQUIREMENTS.

10. Limit of Liability. IN ADDITION TO CUSTOMER'S DUTIES TO PAY ALL FEES DESCRIBED IN THIS AGREEMENT, CUSTOMER'S, LEVELS BEYOND'S AND ITS LICENSORS' ENTIRE LIABILITY, SHALL IN NO EVENT EXCEED ANNUAL LICENSE FEES PAID TO LEVELS BEYOND BY CUSTOMER PURSUANT TO THIS AGREEMENT IN THE CALENDAR YEAR IN RESPECT OF WHICH THE CAUSE OF ACTION FIRST AROSE. THE PARTIES ACKNOWLEDGE THAT THE PRICES QUOTED HEREIN ARE CONSIDERATION FOR THE STATED LIMITS OF LIABILITY IN THIS PARAGRAPH. IN NO EVENT WILL CUSTOMER'S, LEVELS BEYOND'S AND ITS LICENSORS BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSS OR DAMAGE, LOST BUSINESS REVENUE,

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LOSS OF PROFITS, LOSS OF DATA, LOSS OF COVER, DAMAGES FOR DELAY, PUNITIVE OR EXEMPLARY DAMAGES, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS OR ANY CLAIM AGAINST CUSTOMER BY ANY OTHER PERSON, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES AND EVEN IF THE REMEDY SET FORTH HEREIN SHALL BE DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11.   Intellectual Property Indemnification.

11.1   Defense and Indemnification. Subject to the remainder of this Section 11, Levels Beyond shall defend Customer against any third party claim that the Software infringes any patent, trademark or copyright of such third party, or misappropriates a trade secret (but only to the extent that such misappropriation is not a result of Customer's actions) ("Infringement Claim") and indemnify Customer from the resulting costs and damages finally awarded against Customer to such third party by a court of competent jurisdiction or agreed to in settlement; provided that Customer: (a) promptly provides Levels Beyond with notice of such Infringement Claim; (b) allows Levels Beyond sole control over the defense thereof and related settlement negotiation; and (c) reasonably cooperates in response to Levels Beyond requests for assistance. Customer may not settle or compromise any Infringement Claim without the prior written consent of Levels Beyond.

11.2   Remedies. Should the Software become, or in Levels Beyond's opinion be likely to become, the subject of an Infringement Claim, Levels Beyond will, at Levels Beyond's option and expense either: (a) procure the rights necessary for Customer to make continued use of the affected Software in accordance with this Agreement; (b) replace or modify the affected Software to make it non-infringing while maintaining applicable functionality; or (c) terminate the License to the affected Software, and, upon Customer's certified deletion of the affected Software, refund the prorated fees paid by Customer for the License to the affected Software as of the date of an Infringement Claim.

11.3   Exclusions. Notwithstanding the foregoing, Levels Beyond will have no obligation under this Section 11 or otherwise with respect to any claim based on: (a) a combination of Software with Customer Materials; (b) use for a purpose or in a manner for which the Software was not designed; (c) use of any older version of the Software when use of a newer Levels Beyond revision would have avoided the infringement; (d) any modification to the Software made without Levels Beyond's express written approval; or (e) any claim that relates to OSS or freeware technology or any derivatives or other adaptations thereof. THIS SECTION 11 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND LEVELS BEYOND'S ENTIRE LIABILITY FOR ANY INFRINGEMENT CLAIMS OR ACTIONS.

12.   Miscellaneous.

12.1   Compliance with Laws. Each party shall comply with all laws, rules, and regulations, applicable to that party in connection with this Agreement, including all applicable export and import control laws and regulations in its use of the Software and Appliances and, in particular, neither party shall export or re-export Software or Appliances without all required government licenses and each party agrees to comply with the export laws, restrictions, national security controls and regulations of all applicable foreign agencies or authorities.

12.2   Assignment. Neither party shall have the right to assign or transfer, by operation of law or otherwise, this Agreement or any of its rights under the Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed; except that each party shall have the right to assign this Agreement, without consent, to any successor to all or substantially all its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any attempted assignment or transfer in violation of the foregoing will be null and void. This Agreement is binding upon and inures to the benefit of the parties, and to their permitted successors and assigns.

12.3   Force Majeure. Except for any payment obligations, neither party shall be liable hereunder by

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reason of any failure or delay in the performance of its obligations hereunder for any cause which is beyond the reasonable control of such party.

12.4   Notice. Any notice, approval, request, authorization, direction or other communication under this Agreement will be given in writing and will be deemed to have been delivered and given for all purposes (a) on the delivery date if delivered by confirmed facsimile; (b) on the delivery date if delivered personally to the party to whom the same is directed; (c) one business day after deposit with a commercial overnight carrier, with written verification of receipt; or (d) five business days after the mailing date, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. The contact information in the SOW or Proposal may be used by the parties hereto.

12.5   Independent Contractors. The parties to this Agreement are independent contractors. Neither party is an agent, representative or employee of the other party. Neither party will have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement will not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

12.6   Amendments and Modifications. No amendment, modification, or supplement to this Agreement shall be binding on any of the parties unless it is in writing and signed by the parties in interest at the time of the modification.

12.7   Integration. This Agreement and all Exhibits hereto, as well as agreements and other documents referred to in this Agreement constitute the entire agreement between the parties with regard to the subject matter hereof and thereof. This Agreement supersedes all previous agreements between or among the parties. There are no agreements, representations, or warranties between or among the parties other than those set forth in this Agreement or the documents and agreements referred to in this Agreement. Moreover, if and to the extent that any agreement purports to describe the terms, rights, obligations, or intellectual property interests as between Levels Beyond and any other party, including Customer, this Agreement shall control.

12.8   Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

12.9.   Conflicts. In case of conflict between this Agreement, and an Order, SOW, or Proposal, the following ranking of document priority shall control: (1) the SOW; then, (2) the applicable Proposal; then, (3) the Order; and finally, (4) the Agreement.

12.10   Governing Law. This Agreement is governed by the laws of the State of Colorado, excluding its conflict of law principles. The UN Convention on International Sale of Goods shall not apply. The parties hereby consent to the exclusive jurisdiction of the state and federal courts located in Denver, Colorado.

12.11   General Interpretation. The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under this Agreement. No rule of strict construction will be applied against any person.

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[Signature page follows]

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Customer and Levels Beyond have caused this Agreement to be signed by their duly authorized representatives.

TEXAS A&M UNIVERSITY   LEVELS BEYOND, INC.

Signature: _____   Signature: _____

Printed Name: __ **ROBERT C. BOUNDS**   Printed Name: _William S. Forgings_
                DIRECTOR, PROCUREMENT SERVICES

Title: _____   Title: _DIRECTOR_

Date: __18 Jul 2019__   Date: _7/17/19_

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EXHIBIT A

ORDER NO. 1

This Order No. 1 ("Order") is dated the date the last party signed the Software License Agreement ("Agreement") ("Order Effective Date"). This Order, including all attachments and schedules, constitutes an "Order" as defined in the Agreement and is incorporated into and is a part of the Agreement. This Order includes the Proposal previously provided to Customer that describes the Software licensed by Customer. The parties agree that all fully executed, signed by authorized representatives of both parties, Proposals or SOWs are incorporated by reference as though set forth in full, below. All capitalized terms used and not expressly defined in this Order will have the meanings given to them in the Agreement.

1. **Software.** Levels Beyond owns proprietary software, referred to as Reach Engine™, and documentation that enables end users to manage, edit, transcode and distribute video content. In addition, Levels Beyond owns proprietary application software, referred to as "Reach Engine Cloud Apps," used in connection with Reach Engine and licenses other Third Party Software from third parties to use with Reach Engine. Reach Engine and Reach Engine Cloud Apps are sometimes collectively referred to as Reach Engine unless Reach Engine Cloud Apps is referred to separately. All of the foregoing are sometimes collectively referred to as the "Software".

2. **Licenses.** Reach Engine is installed at Customer's site and offered either: (1) as a traditional lump sum payment perpetual license that includes the current Version only with an annual maintenance agreement ("Upfront License) or (2) as a monthly subscription license for a specific license term ("Subscription License"). For both the Upfront License and Subscription License, if Customer desires any optional Reach Engine Cloud Apps, the Reach Engine Cloud Apps are only available as a Levels Beyond hosted cloud-based subscription and service level described in this Agreement ("Cloud App Hosted License"). Any Third Party Software is licensed or subscribed to dependent upon the Third Party's terms.

2.1 **Upfront License.** If Customer has elected the Upfront License, the License is as follows: Subject to the terms and conditions of this Agreement, including the timely payment of all fees due hereunder, Levels Beyond hereby grants to Customer a perpetual, personal, non-exclusive, non-transferable license (without the right to sublicense), to install and use an instance of Reach Engine at Customer's "Site". Customer's Site is a specific location where Reach Engine is installed and connected to Customer's local infrastructure, shared storage and video processing, quality control and transcoding. This license is restricted to the licenses and scope described in this Order. If Customer elects the Upfront License, Reach Engine is a perpetual license; however, the annual maintenance and any Reach Engine Cloud Apps or Hosted Third Party Software shall be subject to the Initial Order Term stated herein. An "instance" is defined as a Reach Engine server that has a single installation of the Reach Engine code base and is connected to one active PostgreSQL database.

2.2 **Subscription License.** If Customer has elected the Subscription License, the License is as follows: Subject to the terms and conditions of this Agreement, including the timely payment of all fees due hereunder, Levels Beyond hereby grants to Customer, during the Order Term, a personal, non-exclusive, non-transferable license (without the right to sublicense), to install and use one or more instances of Reach Engine at Customer's premises, which include, but is not limited to, local infrastructure or remote locations such as co-location facilities or cloud hosting services. This license is restricted to the licenses and scope described in this Order.

2.3 **Cloud App Hosted License.** Once Customer has decided to obtain either an Upfront License or a Subscription License, if Customer also elects to license optional Reach Engine Cloud Apps, the license for the Reach Engine Cloud Apps is as follows: Subject to the terms and conditions of this Agreement, including the timely payment of all fees due hereunder, Levels Beyond hereby grants to Customer, during the Order Term, a personal, non-exclusive, non-transferable license (without the right to sublicense), to

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remotely access and use the Reach Engine Cloud Apps over the Internet. If Customer has elected an Upfront License, it must also purchase an annual Maintenance and Support Agreement if it also elects to license the Reach Engine Cloud Apps. For any Reach Engine Cloud Apps and Hosted Services purchased from Levels Beyond, fees are indicated on the Proposal. Customer agrees that Levels Beyond may include monthly surcharges or assign and charge customer for a higher bundle at a higher rate if Customer increases its usage limits on the Order. Surcharges are also charged for support or maintenance due to failure by Customer to observe requirements to use certified integrators; certified software; and testing procedures. Prior to Customer engaging system integrators or performing any testing, Levels Beyond recommends that Customer contact its Levels Beyond representative to review current certified integrators and/or current testing protocol.

3. **Basic Installation.** Basic Installation is complete when the following milestones have been completed:

(a)   installation of the Software and Third Party Software;

(b)   configuration of the Software and Third Party Software; and

(c)   validation by Customer of connectivity of the following:

    (i)   databases and ElasticSearch;

    (ii)   proper permission on RE-managed filesystems; and

    (iii)   base functionality of RE UI (ability to launch UI and view proxy) ("Base Installation").

4. **Order Term.** This Order shall begin on the Order Effective Date and continue for an initial term of three (3) years from the date of Customer's Acceptance of the initial installation of the Software, as described in this Order ("Initial Order Term"). Subject to fee increases or agreement changes by Levels Beyond in the Agreement, this Order shall renew for additional one year terms (each, a "Renewal Order Term") unless a party notifies the other party in writing that it will not renew at least sixty (60) days prior to the expiration of the Initial Order Term or then current Renewal Order Term.

5. **Service Level Commitment For Reach Engine.**

6.1   Except for those instances described below, Levels Beyond shall ensure that Reach Engine Cloud Apps or Software where Levels Beyond is providing Managed Services Offering ("MSO") are available 99% of any calendar month. This is not meant to include Software that is supplied as part of Customer's on-premises installation of Reach Engine nor supplied as a part of Customer's cloud installation within their own cloud account where Customer provides their own MSO of Reach Engine. Failure to achieve service availability shall not constitute a material breach of this Agreement.

6.2   As its exclusive remedy, for Cloud Apps or Software where Levels Beyond is providing MSO, in the event the service level availability falls to below 99% for a given month for Customer, Levels Beyond will credit Customer's account as follows: for 95% to 98.9% availability, the credit is ten percent (10%) of the monthly fee; for 90% to 94.9% availability, the credit is thirty percent (30%) of the monthly fee; for 89.9% availability or below the credit is fifty percent (50%) of the monthly fee. This credit will be in the form of partially extending the Term of this Agreement and will not result in a refund of any Customer fees due or previously paid. Notwithstanding the foregoing, Levels Beyond may, at its sole option, elect to refund and Customer agrees to accept as its sole remedy, the amount paid by Customer for availability for a given month.

6.3   For Customer's who provide their own managed services of the Software, Customer agrees to notify Levels Beyond immediately if Customer suspects the service is unavailable due to a fault of Levels Beyond. Customer agrees to provide reasonable information as requested by Levels Beyond for proper diagnosis or repair and for proper calculation of any applicable credit.

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6.4 Credit does not apply as a result of:

(a) Unavailability due to scheduled maintenance.

(b) Periods of unavailability during which Customer's account is not in good financial standing or Customer is in violation of this Agreement.

(c) Circumstances beyond Levels Beyond's control, including, without limitation, acts of any governmental body, war, sabotage, embargo, fire, flood, extended unavailability of Public Utility Service or unavailability or delay in telecommunications, third party Internet Service Providers, co-location sites, or issues related to a vendor's or Customer's business operations, equipment or third party servicers.

(d) Customer's misuse of Reach Engine or any Third Party Software.

(e) Any unavailability of Reach Engine installed at the Customer Site or in their own cloud account where Levels Beyond does not provide MSO.

(f) Unavailability of Reach Engine installed at the Customer Site where Levels Beyond provides MSO that is due to any hardware or external devices that the Software runs on or interfaces with, as resources other than Levels Beyond is responsible for those availability requirements.

7. Hardware and Library Storage. Customer is responsible for acquiring all hardware including hardware for its library, hardware that the Software runs on, and hardware for any external devices that the Software will interface with. Prior to any acquisition, Levels Beyond recommends that Customer contact Levels Beyond to review hardware acquisitions regarding Reach Engine compatibility, load and system specifications.

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EXHIBIT B

STANDARD SUPPORT SERVICES

Software is supported and maintained by Levels Beyond according to the descriptions below. The following support and maintenance plans can be updated by Levels Beyond at any time. "Support" and "Support Services" means all non-programming activities such as email or telephone communication between Levels Beyond and Customer, as well as troubleshooting user or systems issues, up to and including issue resolution. "Maintenance" means all other activities that are related to the production of bug fixes, updates, or new versions of Software, or new development, modifications or validation of workflows.

1. **First-Line Support.** Customer shall provide first-line support to its users. Customer shall appoint up to 3 "Local Administrators" and communicate in writing to Levels Beyond the Local Administrators' names and contact information. In order for Software to function, users must be trained and Customer-specific data must be input into the Software. The Local Administrators shall be responsible for all user training and input of Customer related information user ID information, including but not limited to user locations, and organizational structure. All questions regarding the functioning of Software shall be directed first to Customer's Local Administrators.

2. **System Maintenance.** For Software Cloud Apps, Levels Beyond shall operate and maintain the Software. Levels Beyond shall employ reasonable efforts to ensure the security, confidentiality and integrity of all Customer Materials and other proprietary information transmitted through or stored on the Instance. Levels Beyond shall maintain backup information on all Customer Materials in the Software Cloud Apps on a daily incremental basis during the week and a full basis on the weekend.

3. **Provision of Updates.** Unless otherwise defined within the License purchased by a Customer, Customers who have purchased an UpFront License and Support Services, or a Subscription License prior to January 1, 2017, and are current with all Undisputed fees receive Updates at no extra charge. Unless otherwise defined within the License purchased by a Customer, Customers who have purchased a Subscription License on or after January 1, 2017, and are current with all Undisputed fees receive Updates and Versions at no extra charge.

"Update" means any modifications, updates, enhanced versions, or subsequent releases of the Software that Levels Beyond generally makes available for customers who pay the applicable fees. The term Update shall not include any new Version, option or future product which Levels Beyond licenses separately. "Version" means a major release of the Software, as indicated by the first digit of the Software. For example, Reach Engine 3 is a different Version of the Reach Engine than Reach Engine 2. Levels Beyond exclusively shall determine whether Updates or Versions shall be included in Software provided pursuant to this Agreement. At any time, Levels Beyond may install any Update to provide the Support Services described herein, or to develop new modules for upgraded licenses at an additional cost.

4. **VPN Access – Deployment, Installation, Configuration.** In order that Levels Beyond can provide deployment, installation and configuration services for the initial installation of the Reach Engine product, direct, onsite access or remote, VPN access to the Customer hardware is a requirement. For Customers that select remote deployment services, Customer must provide VPN credentials at least ten (10) business days prior to the planned installation and will incur additional fees if these are not provided within this timeframe. These fees may include Professional Services, to be billed at the then-current rate, as well as travel, lodging, meal, and other such expenses as Levels Beyond may incur in the performance of the deployment, installation and configuration services.

5. **VPN Access – Post-Installation Maintenance & Support.** In order that Levels Beyond can provide timely resolution to issues and support for support, maintenance and workflow requests, it is important to provide ongoing or as-needed VPN access for Levels Beyond personnel to the Customer instance(s) of Reach Engine. For Customers who fail to provide VPN credentials within ten (10) business days of the Agreement signature and/or maintain VPN access for the duration of the contract, the issue

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resolution times listed below will be negatively impacted and extended with no guarantees as to any resolution until VPN access is provided.

6. **Support.** Reach Engine is supported and maintained by Levels Beyond according to the descriptions below. All Subscription licenses come with Standard Support, and all Upfront / Perpetual licenses when maintenance is also purchased come with Standard Support, while Premium Support is offered for an additional monthly fee per the license type purchased and at the price detailed within an Order, Proposal or SOW.

"Initial Issue Response Time" is the time interval between the Customer email sent to support and when a Levels Beyond support representative responds with an acknowledgement.

a. **Standard Support.**

Customer shall be entitled to email (support@reachengine.com) support from the Levels Beyond technical staff during the normal business hours of 8:00 AM to 6:00 PM Mountain Time, Monday through Friday (excluding holidays).

Initial Issue Response Time for all Urgency Levels: 1 Business Day (8 hours)

Urgency 1:	Temporary Solution: within 24 Hours after initial response	Permanent Solution: 5 Business Days
Urgency 2:	Temporary Solution: within 3 Days after initial response	Permanent Solution: 10 Business Days
Urgency 3:	Temporary Solution: within 30 Days after initial response	Permanent Solution: Next Update/Issue Dependent
Urgency 4:	Temporary Solution: N/A	Permanent Solution: Future Update/Issue Dependent

b. **Premium Support.**

Customer shall be entitled to email (support@reachengine.com) support from the Levels Beyond technical staff during all hours of the day and night for all days of the year, excluding holidays.

Initial Issue Response Time for Urgency Levels 1 & 2: 2 hours

Initial Issue Response Time for Urgency Levels 3 & 4: 8 hours

Urgency 1:	Temporary Solution: within 8 Hours after initial response	Permanent Solution: 3 Business Days
Urgency 2:	Temporary Solution: within 12 Hours after initial response	Permanent Solution: 5 Business Days
Urgency 3:	Temporary Solution: within 30 Days after initial response	Permanent Solution: Next Update/Issue Dependent
Urgency 4:	Temporary Solution: N/A	Permanent Solution: Future Update/Issue Dependent

c. **Issue Priorities / Resolution.**

Accurately prioritizing your technical issue is critical to our mutual success and the following guidelines will assist in determining the appropriate urgency level.

• CRITICAL (Urgency 1) — the problem results in extremely serious interruptions to a production system. It has affected, or could affect, the entire Software user community. Tasks that should be executed

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immediately cannot be executed because of a complete crash of the system or interruptions in main functions of the production system. Data integrity is compromised and the service request requires immediate processing. The customer shall call Levels Beyond Customer Support for all critical urgency 1 issues.

• URGENT (Urgency 2) — the problem results in serious interruptions to normal operations, will negatively impact an enterprise-wide installation, or urgent deadlines are at risk. In a production system, important tasks cannot be performed, but the error does not impair essential operations. Processing can still continue in a restricted manner, and data integrity may be at risk. In a desktop application, meeting urgent project deadlines are at risk. The service request requires timely processing, because the malfunction could cause serious interruptions to critical processes or negatively impact business.

• IMPORTANT (Urgency 3) — the problem causes interruptions in normal operations. It does not prevent operation of a production system, or there could be minor degradation in performance. The error is attributed to malfunctioning or incorrect behavior of the Software. In a desktop application, meeting important project deadlines may be at risk.

• MINOR (Urgency 4) — the problem results in minimal or no interruptions to normal operations (no business impact). The issue consists of "how to" questions including issues related to APIs and integration, installation and configuration inquiries, enhancement requests, or documentation questions.

7. **Support Process.** Customer shall be entitled to email (address: support@reachengine.com) support from the Levels Beyond technical staff during normal business hours 8:00 AM to 5:00 PM Mountain Time Monday through Friday (excluding holidays). This support program authorizes up to three individuals from Customer access to customer support for support during normal business hours.

Maintenance is available only for the current and latest version of Software and Reach Engine Cloud Apps, including the setup, and configuration of the Software Environment. Support is available for Software Versions and Updates which are no more than two calendar quarters out of date. Customer is not required to upgrade to the latest Update or Version of the Software, but if Customer identifies a Software issue which has been fixed in a new Update or Version to the Software, Customer must update to the latest Update or Version to resolve the Software issue. Maintenance and Support is also available for workflows produced by Levels Beyond, produced by certified Levels Beyond Partners, or Validated by Levels Beyond.

During the resolution process, if it is determined that the problem affecting the Software or Reach Engine Environment was caused by changes or updates made by the Customer or a 3rd Party or an integrator not certified by Levels Beyond, and the changes were not validated by Levels Beyond, Levels Beyond reserves the right to bill Customer at Level Beyond's then current hourly consulting rate for the time spent in identifying, reporting, implementing and / or recommending a resolution.

Reach Engine Environment includes Reach Engine Software, IT infrastructure, storage peripherals, other devices and their operating systems, transcoders, network and other appliances, security setups (i.e. firewalls, permissions), databases, utilities and dependencies.

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