END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (this "**Agreement**") is made and entered into by and between Northcraft Analytics LLC, a Delaware limited liability company with a principal office located at Five Concourse Parkway, Suite 3000, Atlanta, GA 30328 ("**Northcraft Analytics**") and the undersigned customer ("**Customer**") effective as of the date this Agreement is signed by both Parties (the "**Effective Date**"). Northcraft Analytics and Customer are each, a "**Party**," and are, collectively, the "**Parties**" to this Agreement.

WHEREAS, Customer desires to license Northcraft Analytics' proprietary data analytics and reporting software subject to this Agreement.

NOW, **THEREFORE**, for and in consideration of the premises, the mutual promises in this Agreement, and all other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereby agree that the above recitals are incorporated in this Agreement and further agree as follows:

1. **License.** Northcraft Analytics hereby grants Customer a limited, non-transferable, non-exclusive site right and license (the "**License**") to use, operate, access, display and integrate Northcraft Analytics' proprietary data analytics and reporting software (the "**Software**") to connect to one (1) production instance of the data source (the "**System**"), two (2) test instances of the System, and one (1) development instance of the System. Additionally, Customer may retain one (1) copy of the Software for use in disaster recovery of the production instance as long as Software users connect with only one instance of the Software at a time. The Software includes, without limitation, the computer programs, any and all executable object code and the source code associated with the computer programs, and any and all related printed, electronic and online use guides, successor products, new versions, new releases, derivative works, documentation and releases, versions, patches, upgrades, updates, enhancements, fixes, and any other files that may accompany the Software. Customer may use the Software solely for purposes of reporting and analyzing data relating to the performance of the information technology management function only for Customer's internal business use. Customer may not use the Software for resale or distribution, or for the benefit or on behalf of any other party. The License and this Agreement do not entitle Customer to support services, maintenance services, upgrades or any other services, as any such services, if any, will be provided by Northcraft Analytics in respect of the Software pursuant to separate and distinct agreement(s) by and between Customer and Northcraft Analytics (collectively, the "**Software Maintenance Agreements**").

2. **Payment and Billing.** In consideration for the License, Customer shall pay Northcraft Analytics the license fee amounts set forth in Customer's purchase order that has been accepted by Northcraft Analytics (the "**Purchase Order**") within thirty (30) days of delivery of Northcraft Analytics' invoice for such amounts (the "**License Fees**"). Customer shall pay and reimburse Northcraft Analytics for all taxes associated with the License, excluding only Northcraft Analytics' income taxes. The payment obligations of Customer are absolute and non-cancellable upon execution of this Agreement and shall survive any termination of this Agreement. All payments are non-refundable. Time is of the essence with respect to all payments being made hereunder. Customer agrees to pay interest on late payments at the lower of: (i) the rate of 1.5% per month, or (ii) the maximum rate permitted by applicable law.

3. **Term & Termination of Agreement.** The term of this Agreement shall commence on the Effective Date and continue into perpetuity, provided however, that Northcraft Analytics may terminate this Agreement and the License immediately in the event of Customer's breach of this Agreement that

Customer fails to cure within thirty (30) days of notice of the same or as otherwise expressly set forth in this Agreement (collectively, the "**Term**"). Upon termination of this Agreement for any reason, Customer shall immediately stop using the Software, and, upon written request of Northcraft Analytics, return or destroy the Software in its possession. During the ten (10) calendar days immediately following any termination of this Agreement, Customer may remove any Customer Data (defined below) and any Confidential Information (defined below) of Customer contained in or copied to the Software. In addition, Sections 3 through 14 of this Agreement will survive the termination of this Agreement as well as any other provisions that should logically survive termination.

4. **Ownership of Software**. Customer agrees that Northcraft Analytics owns and shall retain all right, title, and interest in and to all the Software. All discoveries, improvements, inventions, enhancements, error corrections, updates, and trade secrets, made or conceived by Northcraft Analytics, Customer, or any third party, arising out of or relating to the Software, shall be the sole and exclusive property of Northcraft Analytics and Northcraft Analytics shall retain any and all rights therein, including, without limitation, the right to file any patent or copyright applications thereon. Customer agrees to execute and deliver all documents and provide all testimony reasonably requested by Northcraft Analytics to register and enforce intellectual property rights in the Software solely in the name of Northcraft Analytics. Customer irrevocably designates and appoints Northcraft Analytics as its agent and attorney-in-fact to act for and on its behalf to execute, register and file any applications, and to do all other lawfully permitted acts, to further the registration, prosecution, issuance and enforcements of the intellectual property rights in the Software with the same legal force and effect as if executed, registered and filed by Northcraft Analytics. All rights not expressly granted to Customer are reserved to Northcraft Analytics and no rights or licenses shall be deemed granted by implication, estoppel or otherwise.

5. **Ownership of Customer's Data**. Customer is and will be the exclusive owner of all right, title and interest in and to all of Customer's data, metadata, reports and output processed or generated by Customer as a result of its use of the Software (collectively, "**Customer Data**").

6. **Restrictions on the Use of the Software**. Customer shall not, and shall not permit any Customer employees, any Customer personnel, and/or any other third party, to do any of the following: (i) assign, sell, transfer, loan, rent, lease, sublicense, distribute, timeshare, give away, throw away, discard, and/or make copies of the Software; (ii) alter, modify, and/or create derivatives of the Software; (iii) use all or any part of the Software for any purpose other than as expressly permitted by the License and this Agreement, and/or to develop software that competes with the Software; (iv) reverse engineer, decompile, disassemble, and/or otherwise render in human readable form, all or any part of the Software; (v) apply any procedure or process to the Software in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code, source listings, and/or object code for the Software; (vi) use the Software in violation of applicable law, rule, and/or regulation, including the laws of copyright, trademark, obscenity, defamation; (vii) seek to compromise the security of the Software, and/or Northcraft Analytics' and/or its clients' systems or networks by intentionally introducing viruses, worms, Trojan horses or other malicious code, tampering with security mechanisms, and/or other harmful means; (viii) violate the rights of any person through the transmission, storage, and/or display of Customer data; (ix) transmit, use, or process any information or data that is infringing, violates the privacy or other rights of any third party, and/or that is comprised of 'Protected Health Information' subject to and defined by the Health Insurance Portability and Accountability Act ("**HIPAA**"), and/or that would otherwise require the Software to be HIPAA-compliant, (x) knowingly create large bandwidth-consuming transactions and/or put an unusually large load on all or any part of the Software; and/or (xi) remove, cover, and/or alter any of Northcraft Analytics' copyright notices and/or any trademarks, trade names, service marks

and/or service names included in the Software.

7. **Confidential Information.** Each Party (the "**Recipient**") acknowledges that, in connection with this Agreement, the Recipient might be making use of or acquiring the Confidential Information of the other Party (the "**Discloser**"). For purposes of this Agreement, "**Confidential Information**" shall mean (i) the confidential and proprietary information of the Discloser which is of a special and confidential nature and has tangible or intangible value; and/or (ii) the confidential and proprietary information of any other person or entity that the Discloser is obligated to maintain or hold as confidential. Northcraft Analytics' Confidential Information, includes, without limitation, the Software. Notwithstanding the foregoing, Confidential Information shall exclude any information that: (i) is required by any court or government authority with competent jurisdiction; (ii) is generally and freely publicly available through no fault of the Recipient; or (iii) can be shown to have been independently originated by the Recipient. The Recipient acknowledges that the Confidential Information has been and shall continue to be of central importance to the business of the Discloser, and that disclosure of it to, or its use by, others could cause substantial loss to the Discloser. The Recipient agrees that at all times during and after the Term that the Recipient shall not, directly or indirectly, use, divulge or disclose to any person or entity, other than those persons or entities employed or engaged by the Recipient who or which are authorized to receive such information, any of the Confidential Information which was obtained by the Recipient as a result of the performance of this Agreement, and the Recipient shall hold all of the Confidential Information confidential and inviolate and shall not use the Confidential Information for any purpose other than performing its obligations under this Agreement.

8. **Force Majeure Event Delays.** Neither Party shall hold the other Party responsible for damages or delays in performance caused by acts and/or omissions of federal, state and local governmental authorities and regulatory agencies or other events which are beyond the reasonable control of the other Party that could not have been reasonably foreseen or prevented.

9. **Independent Contractor Status.** Each Party shall act as an independent contractor with respect to this Agreement, and not as an employee, agent or representative of the other Party.

10. **Warranties Regarding the Software**. Northcraft Analytics represents and warrants to Customer that (i) Northcraft Analytics either owns all right, title, and interest in and to the Software or has the full legal right to provide Customer with a License to the Software in accordance with this Agreement; and (ii) to Northcraft Analytics' knowledge, the Software does not infringe upon or misappropriate any valid United States patent, copyright, trade secret, trademark or other intellectual property right.

11. **Disclaimer of Warranties. EXCEPT FOR ANY WARRANTIES REGARDING THE SOFTWARE THAT ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NORTHCRAFT ANALYTICS DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR BE UNINTERRUPTED OR ERROR-FREE**.

12. **Infringement Indemnity by Northcraft Analytics**. Northcraft Analytics agrees to indemnify, hold harmless, and defend Customer from and against any third party claim made or brought against Customer alleging that Customer's use of the Software infringes or otherwise violates such third party's valid United States patent, trade secret, copyright, trademark or other intellectual property

right, provided that Customer provides Northcraft Analytics with: (i) written notice of such claim within ten (10) days of Customer being notified of such claim; (ii) reasonable cooperation with and assistance to Northcraft Analytics in the defense and settlement of such claim; and (iii) sole control over the defense and settlement of such claim (collectively, a "**Northcraft Analytics Infringement Claim**"). In the event of a Northcraft Analytics Infringement Claim or if Northcraft Analytics believes a Northcraft Analytics Infringement Claim is likely, Northcraft Analytics may, at Northcraft Analytics' option and expense and as full and complete satisfaction of Northcraft Analytics' obligation to Customer with respect to such Northcraft Analytics Infringement Claim: (i) modify the infringing or violating portion of the Software so as to make them non-infringing, while maintaining substantially similar functionality; (ii) replace the infringing or violating portion of the Software with a non-infringing and/or non-violating product having substantially similar functionality; (iii) obtain, on economically reasonable terms, the right for Customer to continue using the infringing or violating portion of the Software, or (iv) if the previous resolution are unavailable, terminate the License and this Agreement and refund to Customer the unamortized portion of the License Fees assuming a 5-year amortization of the License Fees (example: if the License was already in place for four (4) years prior to the commencement of the Northcraft Analytics Infringement Claim, then the refunded License Fees would be 20% of the total License Fees paid). Notwithstanding anything in this paragraph to the contrary, Northcraft Analytics shall have no obligation with respect to the Software if such claim results from or arises out of: (i) Customer's continued use of the infringing or violating Software after receipt of written notice from Northcraft Analytics to cease using the Software, or after Customer receives a remedy required to correct the infringing or violating Software; (ii) modifications to the Software without Northcraft Analytics' written approval made by any party other than Northcraft Analytics; (iii) any combination of the Software with any other products, processes, or materials not provided or approved in writing by Northcraft Analytics; (iv) Customer's use of the Software other than in accordance with the terms of this Agreement; and/or (v) any Software developed from or in accordance with specifications or directions provided by Customer. **THIS PARAGRAPH STATES AND SETS FORTH THE ENTIRE LIABILITY OF NORTHCRAFT ANALYTICS, AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER, FOR ANY CLAIM OF INFRINGEMENT WITH RESPECT TO THE SOFTWARE**.

13. **Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT FOR EACH PARTY'S OBLIGATIONS UNDER SECTIONS 2, 4, 5, 6, 7, AND 12 OF THIS AGREEMENT FOR WHICH THERE SHALL BE NO LIMIT TO A PARTY'S LIABILITY UNLESS OTHERWISE EXPRESSLY STATED IN SUCH SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY FOR: ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF CUSTOMER DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID OR PAYABLE BY CUSTOMER TO NORTHCRAFT ANALYTICS UNDER THIS AGREEMENT.**

14. **Miscellaneous.** The exhibits to this Agreement, are hereby incorporated into this Agreement by reference. This Agreement along with any Software Maintenance Agreements, collectively embody the entire agreement between the Parties with respect to the subject matter contained herein, the Parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein, and this Agreement

supersedes all prior or contemporaneous negotiations, understandings and agreements, whether written or oral, between the Parties with respect to the subject matter contained herein. No amendment or addendum to this Agreement, or the terms or conditions of any Purchase Order, shall be binding upon a Party unless it is set forth in a written instrument which is signed and delivered on behalf of such Party. Any Purchase Order must not add any conflicting or additional terms or conditions to those set forth in this Agreement, and such conflicting or additional terms will be null and void and of no force or effect. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors in interest and permitted assigns. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such unenforceable provision were limited or modified, consistent with its general intent, to the extent necessary so that it shall be enforceable. This Agreement shall be controlled, construed and enforced in accordance with the substantive laws of the State of Delaware, without regard to any laws related to choice or conflicts of laws. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. This Agreement may be signed manually or electronically and then transmitted electronically, by email in .pdf format, or by facsimile, and the effectiveness of such signatures shall be the same as an original copy with manual signatures, and shall be binding on all Parties. All notices to a Party should be sent to the mailing address provided on the signature page of this Agreement, or to such other mailing address that such Party has previously provided in writing.

[Signature Page Following]

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

NORTHCRAFT ANALYTICS:	CUSTOMER:
Northcraft Analytics LLC, a Delaware limited liability company	**Customer Name: _____**
By: _____ Print Name: _____ Title: _____	By: _____ Print Name: _____ Title: _____
Date Signed: _____	Date Signed: _____
Address & Phone for Notices & Payments:	Address for Notices:
Northcraft Analytics LLC 2885 Sanford Ave SW #22340 Grandville, Michigan 49418 Phone : 1-800-565-1375	_____ _____ _____ _____