



UNIVERSAL SaaS LICENSE AGREEMENT

Pragma Edge Inc.
10201 Centurion Pkwy N. Suite 501
Jacksonville, FL 32256

This Universal SaaS Agreement between Pragma Edge, Inc. ("Pragma Edge") and the legal entity above specified ("Customer") sets forth the terms and conditions applicable to any SaaS products (collectively, "SaaS") licensed provided by Pragma Edge. This Universal SaaS Agreement may be supplemented by separate QUOTE's identifying particular SaaS that the parties agree will be licensed or otherwise provided by Pragma Edge to Customer ("QUOTE"). This Universal SaaS License Agreement and each QUOTE (collectively, the "Agreement") are subject to acceptance by both Pragma Edge and Customer. Pragma Edge will have no obligation to provide, and Customer will have no obligation to pay for and no license or other rights with respect to, any SaaS other than SaaS identified in a QUOTE accepted by both parties. If there is a conflict between the terms and conditions of this Universal SaaS License Agreement and a QUOTE, the terms and conditions of the QUOTE will prevail but only with respect to the SaaS subject to the QUOTE.

GENERAL TERMS AND CONDITIONS

1. Grant Of License.

(a) Any SaaS provided by Pragma Edge to Customer will be set forth in a QUOTE and will be subject to the terms and conditions of this Agreement, including the applicable QUOTE. Each license of SaaS will (i) be nonexclusive, nontransferable, and perpetual, and (ii) except as otherwise provided in the QUOTE, entitle Customer to use one (1) copy of the object code version of the SaaS listed on the QUOTE and one copy of the related user documentation, in each case as such SaaS and user documentation are made generally available by Pragma Edge. "SaaS," as defined above, includes all corrections, updates, enhancements, new releases, and other modifications provided by Pragma Edge to Customer (subject to Section 4).

(b) Customer may use the SaaS for internal use in connection with its own business requirements, including transmitting information to and receiving information from those entities with which Customer exchanges information in the normal course of its business. Customer may also use the SaaS as part of providing services to its parent corporation or wholly owned subsidiaries for the internal use of such entities, provided that such entities' personnel do not have access to the SaaS. Customer may not charge, or allow others to charge, any party (including such entities). Customer has no right to (and will not) use the SaaS, in whole or in part, except as specifically authorized in this paragraph.

2. Payment.

(a) All fees are stated and are due and payable, in U.S. dollars, within thirty days (30) from the date of Pragma Edge's applicable invoice. Such invoices shall be issued after the acceptance of a QUOTE, and Customer agrees to be liable for fees applicable to the SaaS set forth in the QUOTE. The fees identified on the QUOTE are exclusive of shipping and handling charges (if applicable), customs duties, and taxes. In addition, past-due amounts are subject to a late charge equal to one and one-half percent (1 ½%) per month or the maximum amount allowed by law, whichever is less.

(b) Pragma Edge may, with thirty days' (30) notice, audit Customer's use of the SaaS to verify Customer's compliance with this Agreement, including the applicable QUOTE. Customer also agrees to respond to semi-annual audit letters confirming the use of the SaaS. Customer will keep and maintain complete and accurate records of any copies of the SaaS, including the location thereof.

3. Taxes

(a) The amounts to be paid by Customer to Pragma Edge herein do not include any foreign, U.S. federal, state, local, municipal or other governmental taxes, duties, levies, fees, excises or tariffs, (all such amounts, together with any penalties, interest or any additions thereto, collectively "Taxes") arising as a result of or in connection with the transactions contemplated under this Agreement. Pragma Edge can collect all such Taxes from Customer to the extent that Pragma Edge is expressly required or permitted by ordinance, statute, regulation or administrative pronouncement to collect the Taxes from Customer and to the extent that all such Taxes are stated as separate items on a timely invoice that shall comply with the requirements of the applicable law.

(b) Alternatively, if the applicable law permits, Customer shall provide Pragma Edge with a certificate evidencing Customer's exemption from payment of, or liability for, the above Taxes as authorized or required by statute or regulation of the jurisdiction providing said exemption. Customer represents and warrants that it will claim a reseller or any other tax exemption in connection with any transactions hereunder only if and to the extent it is qualified for such exemption and will pay all applicable taxes as a result of such transactions. Customer represents and warrants that it will claim such exemption only by providing evidence of such exemption to Pragma Edge prior to the acceptance of the applicable QUOTE. Customer will indemnify and hold harmless Pragma Edge from and against any loss, cost, damage, liability, or expense (including reasonable attorneys' fees) arising from or relating to Customer's breach of any of the foregoing representations and warranties or failure to pay such taxes.

(c) If Customer is required to withhold taxes on payment to Pragma Edge as required by a foreign government, then Customer will immediately supply Pragma Edge with the original income tax receipt or a duly certified or authenticated copy. The receipt should have (1) Pragma Edge as the company paying the tax (Customer is just remitting the tax payment to the proper tax authorities on behalf of Pragma Edge); (2) the amount subject to income tax withholding; (3) the amount of income tax withholding (4) the date of the income tax payment.

(d) If any taxing or other government authority advises Pragma Edge that it intends to audit Pragma Edge with respect to any taxes or fees for which the Customer is obligated to reimburse Pragma Edge under this Agreement, Pragma Edge shall: (1) promptly so notify Customer, (2) afford Customer an opportunity to participate on an equal basis with Pragma Edge in such audit with respect to

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such taxes and (3) keep Customer fully informed as to the progress of such audit. Each party shall bear its own expenses with respect to any such audit, and the responsibility for any additional tax, penalty or interest resulting from such audit shall be determined in accordance with the applicable provisions of this Section. If a taxing authority or other governmental entity audits either party, the other party agrees to reasonably cooperate with the party being audited in order to respond to any audit inquiries in an appropriate and timely manner, so that the audit and any resulting controversy may be resolved expeditiously.

4. Maintenance.

(a) Subject to the terms and conditions of this Agreement, Pragma Edge will provide maintenance and technical support services ("Maintenance") for the SaaS to Customer from the effective date of the applicable QUOTE ("Service Offering Period") if Customer pays the applicable Service fees ("Service Fees"). Customer may renew Service in Two (2) year increments as long as (i) Customer uses the SaaS and (ii) Customer pays the applicable, then-current Service Fees.

(b) Pragma Edge will provide Maintenance during the then-current hours established by the office of the Pragma Edge Customer Support Organization ("Customer Support"), excluding Pragma Edge holidays. Customer may submit questions, issues, or problems to Customer Support via the Customer Support website or via email at any time, during the business hours established by the local office of Customer Support. Pragma Edge will respond to all such questions, issues, and problems during the business hours established by the local office of Customer Support.

(c) Pragma Edge will provide Maintenance only to the specified named individuals whom Customer selects to represent it and to receive Maintenance for the SaaS, each of whom must have technical and other qualifications to operate and maintain the SaaS. Customer may designate and name up to three (3) such individuals. Only these individuals may contact Customer Support and receive Maintenance. If Customer fails to identify the three (3) individuals to Customer Support, the first three individuals who contact Customer Support will automatically be considered to be the three individuals. Customer may change the individuals at any time by providing written notice to Customer Support.

(d) Maintenance consists of: (i) addressing questions raised by Customer regarding the functionality of the SaaS, via e-mail, the web, or telephone; (ii) correcting errors that cause the SaaS not to be in material conformance with the functionality requirements for the SaaS in the applicable user documentation; and (iii) providing corrections, updates, enhancements, new releases, and other modifications that Pragma Edge provides, at no additional charge, to its general customer base. Maintenance include (i) assembly, set-up, installation/re-installation, archiving, tuning, or configuration of any hardware or Software (ii) error correction (iii) customized code, hardware, or documents, templates or processes, Code, Artifacts, maps, trading partner profiles, and communication scripts. Pragma Edge may provide certain of these services to Customer, as billable professional services or support services, if Customer agrees to pay for such services in accordance with Pragma Edge's.

(e) Pragma Edge's obligation to provide Maintenance is contingent upon proper use of the SaaS. Moreover, Pragma Edge is under no obligation to provide Maintenance (i) if there has been a modification or attempted modification of the SaaS (other than modifications made by Pragma Edge or its designee and delivered as part of the SaaS) (ii) to the extent the problems or issues with respect to the SaaS are external to the SaaS (including problems or issues that result from or relate to use of the SaaS with external SaaS

Integration, data or other materials not provided by Pragma Edge) or are beyond Pragma Edge's reasonable control.

(f) If Customer fails to pay the applicable Service Fees in accordance with this Section 4 and Section 2, Pragma Edge may terminate Maintenance without notice. Such termination will affect the use rights granted under Section 1 above with respect to SaaS previously delivered by Pragma Edge to Customer. Customer may reinstate Services by paying Pragma Edge reinstatement fee.

5. Limited Warranty.

(a) Pragma Edge warrants, for a period of Fourteen (14) days from the effective date of the applicable QUOTE, that the SaaS of Pragma Edge will provide, in all material respects, the functionality set forth for the SaaS in the applicable user documentation. If, at any time within such Fourteen (14) days period, Customer notifies Pragma Edge that the SaaS has substantially failed to provide such functionality, and such failure is replicable and exists in a current unaltered release of the SaaS, Pragma Edge will, at its own cost and expense, either correct such failure or provide Customer with an acceptable plan to correct the failure, including an estimated QUOTE for carrying out the plan. If Pragma Edge is unable to, or fails to, correct the failure in all material respects in accordance with such QUOTE, Customer may, as Pragma Edge's sole liability and Customer's sole remedy, either (i) terminate the subscription to the deficient SaaS, and receive a refund of all fees paid by Customer for such SaaS for the month

(b) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 5(a), ALL OTHER WARRANTIES ARE DISCLAIMED. PRAGMA EDGE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR USE OR PURPOSE.

6. Termination.

As per the terms in the SOW.

7. Limitations Of Liabilities, Remedies.

NEITHER PRAGMA EDGE NOR ANY THIRD PARTY VENDOR WILL BE LIABLE (UNDER ANY LEGAL THEORY) FOR DAMAGES OR OTHER AMOUNTS THAT EXCEED THE AMOUNT OF THE SERVICES OR PAYABLE BY CUSTOMER FOR THE SAAS GIVING RISE TO SUCH LIABILITY, OR IF NOT SAAS RELATED. IN ANY EVENT, PRAGMA EDGE AND THE THIRD PARTY VENDORS ARE NOT LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR LOST PROFITS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY AND DISCLAIMERS OF DAMAGES APPLY REGARDLESS OF THE FORM IN WHICH AN ACTION (LEGAL, EQUITABLE OR OTHERWISE) MAY BE BROUGHT, WHETHER IN CONTRACT, TORT, OR OTHERWISE. THE LIMITATIONS OF LIABILITIES, DISCLAIMERS OF WARRANTIES, EXCLUSIVITY OF REMEDIES AND OTHER LIMITATIONS SET FORTH HEREIN ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES (WITHOUT WHICH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WOULD NOT OCCUR) AND WILL APPLY EVEN IF A REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

8. General.

(a) Titles and section and paragraph headings are for convenient reference and are not a part of this Agreement. This Agreement (including the QUOTES) (i) supersedes in full all prior proposals, discussions, and agreements between the parties relating to the subject matter hereof, and (ii) constitutes the entire agreement between the parties with respect to the subject matter hereof, including the SaaS. The parties may modify or supplement the Agreement only by a written document signed by an authorized

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representative of each party. Each party acknowledges and agrees that there are no covenants, conditions, or other understandings or agreements, oral, written or otherwise, relating to the subject matter of this Agreement, other than as set forth herein, and that (in entering into this Agreement, including any QUOTE) each party is not (and will not be) relying on any representation or warranty made by or on behalf of the other party (or any representative thereof) other than as expressly set forth in this Agreement, including the applicable QUOTE. If Customer issues, in connection with this Agreement, a purchase order or other ordering document, the terms and conditions of which are in addition to or inconsistent with the terms and conditions of this Agreement, the terms and conditions of such purchase order or other ordering document will not be binding on Pragma Edge and will not modify this Agreement.

(b) Except for Customer's payment obligations hereunder, neither party will be liable for delays in any of its performance hereunder due to causes beyond its reasonable control, including but not limited to acts of God, strikes, or inability to obtain labor or materials on time.

(c) If any provision of this Agreement is determined to be illegal or otherwise unenforceable, in whole or in part, that provision will be severed or will be enforced only to the extent legally permitted. The remainder of the provision and the Agreement will remain in full force and effect. The waiver of any right or election of any remedy in one instance does not affect any rights or remedies in another instance. A waiver is effective only if made in writing and signed by an authorized representative of the party making the waiver.

(d) Customer may receive a password, key or other identifier ("Password") that may provide Customer access to areas of a Pragma Edge Services, through which SaaS may be licensed. Customer is solely responsible for the security of such Password, and is liable for any access to, or procurement of, SaaS through the use of such Password, regardless of whether such procurement was in fact appropriately authorized within Customer's organization. Customer agrees that Pragma Edge may rely upon a

request for SaaS made with use of a Password as an authorized request by Customer. Customer will notify Pragma Edge immediately if such Password is compromised and will be liable for procurements made through the date Pragma Edge receives such notification.

(e) Customer may not (and has no right to) assign or otherwise transfer (whether voluntarily, by operation of law, or otherwise), in whole or in part, this Agreement or any of its rights or obligations under this Agreement, to any person or entity, without Pragma Edge's prior written consent. Any such prohibited assignment is void.

(f) Customer acknowledges that the SaaS is not designed or intended for use in high-risk activities including, without limiting the generality of the foregoing, on-line control of aircraft, air traffic, aircraft navigation or aircraft communications; or in the design, construction, operation or maintenance of any nuclear facility. Pragma Edge and the Third Party Vendors expressly disclaim any express or implied warranty of fitness for such purposes.

(g) Each party will give notice under this Agreement by addressing the communication to the address set forth on the first page of this Agreement and by sending the notice by certified or registered mail or overnight carrier. Such notices will be considered as given on the date of receipt (or refusal) of delivery of the notice. Notices to Pragma Edge will be sent to the attention of "Contracts Department." Either party may designate a different address for receipt of notices upon written notice to the other party.

(h) The laws of the State of Delaware govern this Agreement, and, when executed by Pragma Edge, this Agreement will be considered accepted by Pragma Edge at its offices. The parties acknowledge and agree that breach of this Agreement would cause irreparable harm for which damages would be insufficient; therefore, subject to the sole and exclusive remedies specified herein, the parties agree that they shall have the right to injunctive or other equitable relief to cure or prevent a material breach hereof in addition to other remedies available under this Agreement or applicable law.

(b) Procedure.

9. Indemnifications and Procedure.

(a) **Indemnification.** Each party agrees to indemnify ("Indemnifying Party") the other and to hold the other, its officers, directors, employees, advisors, agents, and its respective successors and assigns, harmless against all claims, losses, damages, or expenses of whatever form or nature, including attorneys' fees and other costs of legal defense, whether direct or indirect, that they, or any of them, may sustain or incur as a result of any acts or omissions of the other party or any of its directors, officers, employees or agents, including, but not limited to, (a) breach of any of the provisions of this Agreement, (b) negligence or other tortious conduct, (c) representations or statements concerning the other party not specifically authorized by the other party in this Agreement or otherwise in writing, (d) violation of any applicable law, regulation, or order of or by any governmental authority within the United States, (e) infringement or unauthorized use of the Intellectual Property of the other party, (f) bodily injury or death of any person or damage to real and tangible personal property directly caused by the negligence or willful misconduct of the Indemnifying Party, its personnel or agents arising out of the Purpose/Event, (g) any workers' compensation claims that are made by the employees of the Indemnifying Party against the other party, and (h) third party claims resulting from the breach of a party's respective obligations set forth in this Agreement.

(i) Notice of Claim. Any party making a claim for indemnification under Paragraph (a) above ("Indemnified Party") will notify the Indemnifying Party of the claim in writing promptly after receiving written notice of any claim against it (if by a third party) or discovering the liability, obligation or facts giving rise to such claim for indemnification. Such notice will describe the claim, the amount thereof (to the extent then known and quantifiable), and the basis therefor, in each case to the extent known to the Indemnified Party. The failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of its obligations under this Section 9, except to the extent that such failure actually prejudices the Indemnifying Party.

(ii) Assumption of Defense. With respect to any third party claim which gives rise or is alleged to give rise to a claim for indemnity under Section 9(a) and which involves only the payment of money damages to such third party, the Indemnifying Party, at its option and own expense (subject to the limitations set forth below) will be entitled to assume responsibility for and control the defense of such claim and to appoint a competent and reputable counsel reasonably acceptable to the Indemnified Party to act as lead counsel of such defense. Prior to the Indemnifying Party assuming control of such defense, the Indemnifying Party must first furnish the Indemnified Party with evidence which, in the Indemnified Party's reasonable judgment, establishes that the Indemnifying Party is and will be able to satisfy any such Liability, and a written agreement by the Indemnifying Party agreeing to be liable for all related losses. The

Indemnifying Party will thereafter consult with the Indemnified Party upon the Indemnified Party's reasonable request for such consultation, from time to time, with respect to such Proceeding.

10. Limits of Assumption of Defense.

An Indemnifying Party's rights under Section 9(b) will be subject to the following additional limitations:

(i) With respect to any claim the defense of which the Indemnifying Party has assumed, the Indemnified Party will be entitled to participate in the defense of such claim and to employ counsel of its choice for such purpose, and the fees and expenses of such separate counsel will be borne by the Indemnified Party (except that the reasonable fees and expenses of such separate counsel incurred prior to the date the Indemnifying Party effectively assumes control of such defense will be borne by the Indemnifying Party);

(ii) The Indemnifying Party will not be entitled to assume control of such defense if (a) the claim for indemnification relates to or arises in connection with any criminal proceeding, indictment, allegation or investigation, (b) the Indemnified Party reasonably concludes that, in light of any actual or potential conflict of interest, it would be inappropriate for legal counsel selected by the Indemnifying Party to represent the Indemnified Party, (c) the Indemnified Party reasonably believes that an adverse determination with respect to the proceeding giving rise to such claim for indemnification would be detrimental to or injure the Indemnified Party's reputation or future business prospects, (d) the Indemnifying Party fails to provide sufficient evidence of its financial ability to pay the claim for indemnification, (e) the Indemnified Party reasonably determines that the Indemnifying Party failed or is failing to vigorously prosecute or defend such claim, or (f) the Indemnifying Party does not give prompt notice of its intention to do so;

(iii) If the Indemnifying Party assumes control of the defense of any such claim, then the Indemnifying Party will obtain the prior written consent of the Indemnified Party before entering into any settlement of such claim, if such settlement does not expressly and unconditionally release the Indemnified Party from all liabilities and obligations with respect to such claim, with prejudice; and If the Indemnifying Party assumes control of the defense of any such claim, then the Indemnifying Party and its counsel will proceed diligently and in good faith with respect thereto. If the Indemnifying Party has the right to, but does not, assume control of the defense of any claim in accordance with this Section 9(b), then the Indemnifying Party may nonetheless participate (at its own expense) in the defense of such claim and the Indemnified Party will consult with the Indemnifying Party in respect of such defense. As used in this Section 9, the term "settlement" refers to any settlement, compromise, consent or similar decree, or election to permit default judgment to be entered, in respect of any claim