



MASTER AGREEMENT
for
Software License
and/or
Software Maintenance, Enhancements, and Support (ME&S)
(Version Date: October 24, 2015)

This Agreement is entered into on the “**Effective Date**” by and between:

Effective Date: _____

Red Cedar Technology, Inc.

Business Address: 4572 S. Hagadorn Rd., Suite 3-A, East Lansing, MI 48823
 (“**Licensor**”),

and

Business Address: _____
 (“**Licensee**”),

This Agreement applies to the license and support of Red Cedar Technology, Inc. Software products. The “**Licensee**” customer, by signing a Schedule for the supply of Red Cedar Technology, Inc. Software products and/or Software Maintenance, Enhancements, and Support, or by using the Software, agrees to the terms and conditions under this Agreement and any special terms and conditions contained in the applicable Schedule.

1. Definitions.

“**Authorized Site(s)**” means the physical location(s) of the Licensee where the Software is licensed and permitted by Licensor to be used by Licensee, as identified in the Schedule.

“**Authorized Users**” means Licensee’s employees, and third party consultants, subcontractors, IT or similar service providers engaged to perform work for Licensee at Licensee’s Authorized Site(s) from the Licensed Server. For purposes of Academic licenses, “Authorized Users” will mean Licensee faculty, staff members, students, graduate assistants.

“**Channel Sales Representative**” means a third party representative who under agreement with Licensor may supply Red Cedar Software products and/or provide support services.

“**Designated Affiliate**” means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with Licensor, where “control” is the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

“**Documentation**” means the user manual and/or other written materials published by Licensor that describe the Software functionalities and use instructions.

“**LAN**” means local area network use of the Software by an Authorized Site from a Licensed Server 1) located at the Authorized Site or 2) located within a 25 mile radius (40km) from that Authorized Site and within the same country.

“**Lease License**” means Software that is licensed for use for a specified Term limited in duration; the standard Lease License is for an annual period.

“**Licensed Server**” means the machine location identified in the Schedule where the License Key is installed

“**Licensee**” means the customer identified in the Schedule.

“**License Key**” means a software license management tool or other device used to activate use of the Software for a specified time in accordance with the Term.

“**Term**” means the period of time that the Software is licensed to be used and/or ME&S is to be provided under a Schedule or any extension or renewal thereof, which starts and ends on the dates specified in the License Key.

“**Licensor**” means Red Cedar Technology, Inc., 4572 South Hagadorn Road, Suite 3A, East Lansing, MI 48823, a CD-adapco company.

“**Maintenance Enhancements**” means corrections, improvements, or new features to the Software as they become available by Licensor and are not separately priced or marketed.

“**ME&S**” means maintenance of the Software by way of Maintenance, Enhancements, and Support.

“**Paid-up License**” means Software that is licensed for use for a perpetual duration.

“**Schedule**” means the form of agreement signed by Licensee and Licensor that incorporates this Master Agreement for Software License and Software Maintenance, Enhancements and Support, and identifies the Licensee, Software license configuration, ME&S if applicable, Authorized Site(s), Licensed Server, fees, and any special terms and conditions that are specific to the order transaction.

“**Software**” means the object code version of computer programs identified in the Schedule and any related Maintenance Enhancements and accompanying Documentation downloaded by or delivered to Licensee.

“**Support**” means technical assistance and guidance in the installation and operation of the Software by way of e-mail, telephone or other method made available and offered for the customer support.

2. **License Grant.** Subject to these terms and conditions and payment of applicable fees, Licensor grants Licensee a non-exclusive, non-transferable license during the Term to use the Software configuration from the Licensed Server at the Authorized Site(s) by Authorized Users. This license grant is limited to LAN use of the Software only at the Authorized Site(s). Wide area network or WAN usage of the Software is not authorized under the terms of this Agreement. Upon request, Licensee agrees to provide records identifying location usage of the Software.
3. **License to Government / Quasi-Governmental Entities.** The Software and Documentation is developed at private expense and is commercial computer software of the type defined under U.S. Federal Acquisition Regulations FAR 2.101. These terms and conditions will govern to the maximum extent not inconsistent with applicable government procurement laws.
4. **Changes in Licensed Server or Authorized Site(s).** Changes in the Licensed Server or Authorized Site(s) require Licensor’s prior consent, and if applicable, delivery of new License Keys and payment of fees attributable to these changes.
5. **License Restrictions.** Except as otherwise permitted under this Agreement, Licensee may not do any of the following without the prior written consent of Licensor:
 - a) Copy the Software or Documentation, except one copy as necessary for Licensee’s back up, disaster recovery;
 - b) Remove any copyright or other proprietary rights notices contained in the Software and Documentation;
 - c) Use the Software other than on the Licensed Server and Authorized Site(s);
 - d) Transfer or sublicense the Software to third parties; or
 - e) Alter, reverse-engineer, reverse-assemble, decompile, modify, adapt or translate the Software. If to the extent these activities are expressly permitted by applicable law necessary to achieve Software interoperability with other computer programs used by Licensee, Licensee will not perform these activities without first notifying and requesting the necessary information from Licensor.
6. **Conditions on License Types.** These conditions apply to license types as identified in the Schedule:
 - a) **Lease License.** Lease Licenses renew automatically unless Licensee or Licensor notify the other party of their intention not to renew the Lease License. Any extension of a Lease License pending procurement of a Purchase Order or Invoice shall be subject to the terms and conditions of this Agreement. Any such extensions are at Licensor’s sole discretion.
 - b) **Paid-up License.** Paid-up Licenses that are covered by annual ME&S contracts are delivered under annual License Keys to allow availability to the most current Software Maintenance Enhancements.
 - c) **Academic License.** If a Software license is identified as an academic license, the Licensee represents it is an academic institution or other non-profit organization. Licensee’s permitted use of the academic Software license is for purposes of teaching, degree-granting programs, and/or research that are part of the instructional processes performed by Licensee. Academic licenses are not intended for use in commercial processing or for-profit purposes. For that reason, Licensee agrees that results obtained from using the Software may be publicly shared or published. Licensee agrees to cite the use of Red Cedar’s Software in all related scientific academic publications and provide Licensor with copies of such published materials. Materials referencing Licensor’s trade name, trademarks or logos will be subject to Licensor’s policies governing such use.

d) **Trial Evaluation License.** Trial Evaluation licenses are granted for trial or evaluation purposes and the permitted use of the Software is for the purpose of evaluating the Software in a test environment and not intended for long-term use. THE SOFTWARE UNDER TRIAL EVALUATION LICENSES IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. **Delivery and Installation.** License Keys will be delivered under a signed Schedule and receipt of corresponding Purchase Order(s) or Invoice(s). Licensee is responsible for download and installation of the Software. Temporary License Keys may be issued until fees due are paid in full at which time a full License Key for the remainder of the Term will be delivered.

8. **Maintenance, Enhancements, and Support (ME&S).**

a) Support within reasonable levels will be provided by Licensor or its designee to Licensee's Authorized Users during regular business hours of Licensor's regional support locations applicable to the Authorized Site(s). Licensor may designate Support to be provided by a Designated Affiliate or Channel Sales Representative. Support does not include training in the use of the Software, which is subject to separate training terms and conditions.

b) Maintenance Enhancements are provided as they become commercially available by Licensor.

c) Lease Licenses include ME&S.

d) Paid-up Licenses include ME&S for the first twelve (12) months of its perpetual license term. After the first twelve (12) months, Paid-up Licenses require the purchase of ME&S under a Schedule. ME&S contracts under a Schedule renew automatically unless Licensee or Licensor notify the other party of their intention not to renew the annual ME&S contract. Any extension of ME&S pending procurement of a Purchase Order or Invoice shall be subject to the terms and conditions of this Agreement. Any such extensions are at Licensor's sole discretion.

e) Annual ME&S must be purchased in annual consecutive periods without lapse. Licensor or its designee will be under no obligation to re-instate lapsed ME&S contracts. Re-instatement of lapsed ME&S contracts is at the sole discretion of Licensor and will be subject to payment of current and lapsed ME&S fees and re-instatement fees to bring the Paid-up License configuration current. There is no guarantee, nor any obligation, to provide ME&S contracts for a Paid-up License if the Software is discontinued or no longer supported by Licensor.

f) Licensor's or its designee's responsibility under ME&S will be to use commercially reasonable efforts to provide corrections to Software that does not perform substantially to its most current Documentation. Licensee's sole remedy will be for Licensor or its designee, at their option, to: 1) provide corrections to the Software within a reasonable time which may include a separate fix or a workaround solution, or a correction included in the next available Maintenance Enhancement of the Software, or 2) permit Licensee to terminate the then-current ME&S contract and refund Licensee for the unused portion of the ME&S fee paid calculated from the date of termination. THE REMEDY UNDER THIS SECTION IS LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR LICENSOR'S, DESIGNATED AFFILIATE'S, OR CHANNEL SALES REPRESENTATIVE'S BREACH OF ME&S OBLIGATIONS.

g) Academic Lease Licenses include Maintenance Enhancements. Support is at the sole discretion of Licensor or its designee.

h) Trial Evaluation licenses include Maintenance Enhancements. Support is at the sole discretion of Licensor or its designee.

i) There will be no obligation to extend ME&S to Software: 1) altered or modified by or on behalf of Licensee, 2) if Licensee fails to implement other than the two most recent commercially available releases of the Software provided that a current release is not required to correct the Software problem, 3) problems due to a failure or error of the Licensed Server or operating systems, 4) problems or errors caused by use in combination with hardware not supported by the Software, 5) problems or errors caused by use in combination with other software, including, but not limited to, user subroutines, applications, models or other customizations, 6) used other than in accordance with this Agreement or applicable Software Documentation, or 7) problems caused by Licensee's negligent acts or omissions.

j) The provision of ME&S does not include training in the use of Red Cedar software, software customization, engineering analysis and consulting services. Additional services beyond the scope of ME&S are subject to separate agreements and fees.

9. **Software Warranty.**

a) Licensor warrants that the Software under normal use will conform substantially to its most current Documentation for ninety (90) days from the effective date of the Term, and during the period of ME&S coverage. This warranty does not apply to Trial Evaluation Software licenses which are provided without warranty.

b) In the event the Software fails to perform as warranted in Section a) above, Licensor's sole obligation, at Licensor's option, will be to: 1) correct the non-conforming Software within a reasonable time so that it conforms to the warranty, or 2) if the Documentation is in error, modify the Documentation to accurately reflect the Software's intended functionality without substantially compromising its

principal function, or 3) permit Licensee to terminate the non-conforming Software license and refund to Licensee a pro-rata amount of the license fee paid for the Software. For a Paid-up License, the pro-rata license fee refund will be calculated on a straight-line depreciation over a 30-month period from the effective date of its perpetual license term.

- c) This warranty does not apply to Software: 1) altered or modified by or on behalf of Licensee, 2) if Licensee fails to implement other than the two most recent commercially available releases of the Software provided that a current release is not required to correct the Software problem, 3) problems due to a failure or error of the Licensed Server or operating systems, 4) problems or errors caused by use in combination with hardware not supported by the Software, 5) problems or errors caused by use in combination with other software, including, but not limited to, user subroutines, applications, models or other customizations, 6) used other than in accordance with this Agreement or applicable Software Documentation, or 7) problems caused by Licensee's negligent acts or omissions.
- d) EXCEPT FOR THIS EXPRESS WARRANTY, THE SOFTWARE IS PROVIDED "AS IS", INCLUDING WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR, ITS DESIGNATED AFFILIATES, CHANNEL SALES REPRESENTATIVES OR THIRD PARTY SOFTWARE SUPPLIERS DO NOT WARRANT THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS (WHETHER OR NOT THEY KNOW, SHOULD HAVE KNOWN OR BECOME AWARE), OR THAT THE SOFTWARE OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. LICENSOR, ITS DESIGNATED AFFILIATES, CHANNEL SALES REPRESENTATIVES AND THIRD PARTY SOFTWARE SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING THAT THE SOFTWARE IS NON-INFRINGEMENT. REMEDY FOR INFRINGEMENT IS PROVIDED FOR UNDER THE INFRINGEMENT SECTION. Some states and jurisdictions do not allow limitations on implied warranties and in such case the preceding limitation may not apply to Licensee. In that event, such warranties are limited to the minimum warranty scope and period allowed by applicable law.
- e) THE REMEDIES UNDER THIS SECTION ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF SOFTWARE WARRANTY.

10. Limit of Liability.

- a) LICENSOR SOFTWARE IS INTENDED TO ASSIST IN COMPUTER-AIDED DESIGN SIMULATIONS AND THE SOFTWARE IS NOT INTENDED TO BE A SUBSTITUTE FOR SOUND PROFESSIONAL ENGINEERING JUDGMENT, INDEPENDENT DESIGN ANALYSIS, OR INDEPENDENT TESTING OF PHYSICAL PROTOTYPES FOR PRODUCT SAFETY AND USE. SUBJECT TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR, ITS DESIGNATED AFFILIATES, CHANNEL SALES REPRESENTATIVES OR THIRD PARTY SOFTWARE SUPPLIERS WILL NOT BE LIABLE IN ANY MANNER FOR THE RESULTS OBTAINED THROUGH THE USE OF THE SOFTWARE, OR THE APPLICATION OR USE OF SUCH RESULTS. IN NO EVENT WILL LICENSOR, ITS DESIGNATED AFFILIATES, CHANNEL SALES REPRESENTATIVES OR THIRD PARTY SOFTWARE SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS, LOST SAVINGS, LOST PRODUCTION, LOST DATA, BUSINESS INTERRUPTION OR COST OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES. Some states and jurisdictions do not allow limitation of liability in certain instances. In that event, portions of the preceding limitations may not apply to Licensee.
- b) THE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO, IN THE CASE OF A PAID-UP LICENSE, THE LICENSE FEE INITIALLY PAID FOR THE PAID-UP LICENSE OR, IN THE CASE OF A LEASE LICENSE, THE LICENSE FEE PAID FOR SUCH LEASE LICENSE DURING THE TWELVE (12) MONTHS PRECEDING A CLAIM.

11. Term / Termination.

- a) This Agreement will apply until the end of the Software License Term(s) and ME&S period under the applicable Schedule and any subsequent Schedule the parties may agree to, until terminated as provided in this Agreement.
- b) Either party may terminate this Agreement at any time upon written notice. Upon such termination for convenience, these terms and conditions shall continue to apply to any outstanding Schedule until the end of the applicable Term.
- c) Except as provided for under the ME&S Section 8 and Warranty Section 9, if Licensee or Licensor materially defaults in the performance of its obligations under this Agreement and does not cure the default within a reasonable time after receipt of written notice, then this Agreement or the Schedule and Software license that is the subject of the default may be terminated by the non-defaulting party immediately upon written notice.
- d) Upon termination Licensee agrees to immediately de-install and cease use of the Software and, if requested, certify in writing cessation of use.
- e) The terms of this Agreement which by their nature are intended to survive termination, will survive.

12. Payment of Fees.

- a) Licensee agrees to pay the applicable Software license and/or ME&S fees to Licensor or its Designated Affiliate or Channel Sales Representative who Licensor has authorized to perform the invoicing and receive payment.
- b) Licensee will be responsible for paying all sales, use, service, excise, value added, consumption taxes, or other similar tax or government charges imposed on the licensing or use of the Software or ME&S. If Licensee claims tax exempt status, Licensee will provide a copy of a valid exemption certificate. If Licensee is required to make any deduction or withholding for any non-refundable tax, duty or other charge imposed by a governmental entity, the fees due will be increased by the amount of such deduction or withholding.
- c) Payment terms are Net 30 days from date of Invoice, unless otherwise agreed upon in the Schedule. For payments directed to a Channel Sales Representative, Invoice payment terms are within the time agreed between Licensee and the Channel Sales Representative.
- d) Overdue payments may be subject to interest at the maximum rate of interest allowed by applicable law.

13. Intellectual Property Rights. The Software is licensed, not sold. Licensee acknowledges that the formulas, algorithms, methodologies, techniques, ideas and concepts contained in the Software and Documentation are proprietary information, trade secrets and confidential information of Licensor or its third party software suppliers. Licensee agrees that it will act consistent with Licensor's and its third party software suppliers' rights to and ownership of all copyright and trade secrets embodied in the Software and Documentation and will not harm their intellectual property rights, or disclose the confidential information contained therein to third parties.

14. Infringement.

- a) If Licensee receives a notice or claim that its use of the Software infringes registered intellectual property rights of a third party, Licensee will inform Licensor as soon as it receives notice of the claim and will fully cooperate in the defense and mitigation of the claim. Licensor will bear all costs in connection with the defense of the claim and for any settlement amounts finally awarded provided that Licensee gives prompt notice and Licensor has sole control to defend and settle the claim. If the Software becomes or, in Licensor's opinion, may become the subject of any injunction preventing its use, Licensor may, at its option 1) obtain for Licensee the right to continue using the Software, or 2) replace or modify the Software so that it becomes non-infringing without substantially compromising its principal functions. If 1) and 2) are not reasonably available, then Licensor may, as Licensee's sole and exclusive remedy, 3) terminate the license upon written notice to Licensee and refund to Licensee a pro-rata amount of the license fee paid for the Software. For a Paid-up license, the pro-rata license fee refund will be calculated on a straight-line depreciation over a 30-month period from the effective date of the perpetual license term, and if applicable a refund under its current paid ME&S contract will be issued for the unused portion of the ME&S fee calculated from the date of termination.
- b) Licensor will have no infringement liability with respect to any claim based upon use of the Software not in accordance with this Agreement, including in cases in which the Software has been altered or modified by or on behalf of Licensee, or used in combination with hardware or software that caused the infringement or any actions or inaction of Licensee.

15. Export Notice.

- a) Licensee acknowledges that the Software distributed by Licensor is subject to the export and re-export regulations of the United States (U.S.) and other countries from which the Software is supplied including jurisdictions in which Licensor and the Licensee are established. Licensee acknowledges that it is responsible to comply with all applicable import, export and re-export control and sanctions laws, regulations and orders, as they may be amended from time to time, including without limitation those of the U.S. and jurisdictions in which Licensee is established and from which items are supplied. Under these laws, Licensee is responsible to not, and not permit its employees to, directly or indirectly, use, transfer, release, export or re-export the Software or technology in its possession and control, in violation of applicable laws, including:
 - 1) to any country, destination or person that is the subject of applicable sanctions or embargo imposed by the U.S. or pursuant to a resolution of the United Nations ("Sanctioned Destinations"), which Sanctioned Destinations currently include without limitation Cuba, Iran, Syria and Sudan;
 - 2) to persons designated by any relevant government as terrorists or any persons on the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons or the Bank of England Consolidated List, or on the U.S. Commerce Department's Denied Parties and Entity Lists, or equivalent lists of other relevant jurisdictions; and
 - 3) to not use, nor permit the use, sale, supply, transfer, export or re-export of any item, including Software or technology, provided by Licensor or its Licensors where Licensee has been informed, is aware or has grounds for suspecting that such items will be used in connection with the design, development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or nuclear explosive devices, or the development, production, maintenance or storage of missiles capable of delivering such weapons, or for prohibited military end-uses.
- b) There will be no obligation to support or transfer Software, including ME&S, if performing such ME&S or transfer of Software is in violation of applicable export regulations.

16. Miscellaneous.

- a) The Schedule and this Agreement are the full and complete statement of agreement for the use of the Software or ME&S and supersedes any previous or contemporaneous agreements, understandings or communications, whether written or oral, relating to the subject matter. No Purchase Order, Invoice, or other document or communications issued by Licensee, even if the purchase order or other document provides that it takes precedence or requires express acknowledgment, will be effective to contradict, modify, delete from or add to the terms and conditions contained herein and in the Schedule. Any express written acknowledgment of a purchase order or other order document required by Licensee will be solely for the purpose of acknowledging its receipt for processing the order.
- b) The unenforceability of any provision of this Agreement will not affect the enforceability of any other provision.
- c) Failure to require performance of any provision of this Agreement will not affect the right to subsequently require performance; nor will a waiver of a breach of this Agreement constitute a waiver of any subsequent breach of this Agreement.
- d) Licensee's assignment of this Agreement requires the prior written consent of Licensor. Licensor may assign this Agreement to a company that succeeds to all or substantially all of its interests or assets and written notice of any such assignment will be given by Licensor or its successor as soon as commercially reasonable. This Agreement will be binding on and inure to the benefit of the successors, representatives, and permitted assigns of Licensee and Licensor.
- e) This Agreement will be governed and interpreted by the laws of the State of New York, U.S.A. without regard to conflicts of law principles, and Licensee agrees to the exclusive jurisdiction of the New York Courts. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sales of Goods and choice of law provisions, the application of which is expressly excluded.
- f) The parties agree that this Agreement be entered into in the English language. If this Agreement is provided in any other language, it is for interpretation purposes only and the English language version will prevail.
- g) The Schedule(s) and this Agreement may be signed in counterparts. Signed copies, including by electronic signature, sent by facsimile or in electronic version, or signed in counterparts, will be deemed binding to the same extent as original documents.

AGREED AND ACCEPTED by Authorized Representatives of:

Licensor: Red Cedar Technology, Inc.

Licensee:

By: _____
Name: _____
Title: _____
Date Signed: _____

By: _____
Name: _____
Title: _____
Date Signed: _____

By: _____
Name: _____
Title: _____
Date Signed: _____