Software as a Service Agreement (SaaS) (version 082520)

This Software as a Service Agreement is made on start of software as a service use date (the "Effective Date") between Naviteer Inc., whose principal place of business at 17876 W. Pond Ridge Circle, Gurnee, IL 60031 and [Customer] of software as a service based on first payment for product use.

(The capitalized terms used in this agreement, in addition to those above, are defined in section [DEFINITIONS].)

Grant of Subscription to Access and Use Service. Naviteer hereby grants to [Customer], including to all [Customer]'s Authorized Users, a non-exclusive, non-sublicensable, non-assignable, royalty-free, and worldwide subscription to access and use the Naviteer Software (the "Service") solely for [Customer]'s internal business operations, the [DELIVERABLE].

Support Services

Support. Beginning on the Effective Date, Naviteer shall provide [Customer] with telephone or electronic support during Naviteer's normal business hours in order to help [Customer] locate and correct problems with the Service and any related software, and internet-based support system generally available seven days a week, twenty-four hours a day. Schedule A defines response and resolution goals.

Subscription Fees. [Customer] shall pay Naviteer a monthly subscription fee as defined in Schedule B for the [DELIVERABLE] provided under this agreement.

Payment. [Customer] shall pay the Subscription Fee to Naviteer due on an agreed to date each month. (see Schedule B)

Taxes. Payment amounts under this agreement do not include Taxes, and [Customer] shall pay all Taxes applicable to payments between the parties under this agreement if required by Law.

Interest on Late Payments. Any amount not paid when due will bear interest from the due date until paid at a rate equal to 1% per month (12% annually) or the maximum allowed by Law, whichever is less.

Service Levels

Applicable Levels. Naviteer shall provide the Service to [Customer] with a System Availability of at least 98% during each calendar month.

System Maintenance. Naviteer may take the Service offline for scheduled maintenances that it provides [Customer] the schedule by email or on the Naviteer website (though this scheduled

maintenance time will not count as System Availability), and change its schedule of maintenances on notice to [Customer].

System Availability Definition

Percentage of Minutes per Month. "System Availability" means the percentage of minutes in a month that the key components of the Service are operational.

Not Included in "System Availability. "System Availability" will not include any minutes of downtime resulting from scheduled maintenance, events of force majeure, malicious attacks on the system, issues associated with [Customer]'s computing devices, local area networks or internet service provider connections, or Naviteer's inability to deliver services because of [Customer]'s acts or omissions.

Data Protection. [Customer] shall implement reasonable safeguards to prevent unauthorized access to, use of, or disclosure of the disclosing party's Data.

Data Privacy. Naviteer may collect, use and process [Customer] data only according to Naviteer's Privacy Policy, available at www.naviteer.com.

Back-Up Data. On [Customer]'s request, Naviteer shall deliver to [Customer] a full back-up of [Customer]'s Data (not more than twice per calendar year), in an SQL backup format.

Statistical Information. Naviteer may anonymously compile statistical information related to the performance of the Service for purposes of improving the service, but only if such information does not identify the data as [Customer]'s or otherwise include [Customer]'s name.

Representations

Existence. The parties are corporations incorporated and existing under the laws of the jurisdictions of their respective incorporation.

Authority and Capacity. The parties have the authority and capacity to enter into this agreement.

Execution and Delivery. The parties have duly executed and delivered this agreement.

Enforceability. This agreement constitutes a legal, valid, and binding obligation, enforceable against the parties according to its terms.

No Conflicts. Neither party is under any restriction or obligation that the party could reasonably expect might affect the party's performance of its obligations under this agreement.

No Breach. Neither party's execution, delivery, or performance of its obligations under this agreement will breach or result in a default under its articles, bylaws, or any unanimous shareholders agreement, any Law to which it is subject, any judgment, Order, or decree of any

Governmental Authority to which it is subject, or any agreement to which it is a party or by which it is bound.

Permits, Consents, and Other Authorizations. Each party holds all Permits and other authorizations necessary to own, lease, and operate its properties, and conduct its business as it is now carried on.

No Disputes or Proceedings. [Except as disclosed in Naviteer's Disclosure Schedule] There are no Legal Proceedings pending, threatened, or foreseeable against either party, which would affect that party's ability to complete its obligations under this agreement.

No Bankruptcy. [Except as disclosed in Naviteer's Disclosure Schedule] Neither party has taken or authorized any proceedings related to that party's bankruptcy, insolvency, liquidation, dissolution, or winding up.

Ownership. [Except as disclosed in Naviteer's Disclosure Schedule] Naviteer is the exclusive legal owner of the Service, including all Intellectual Property included in the Service and granted under the [DELIVERABLE].

Status of Subscription Intellectual Property. [Except as disclosed in Naviteer's Disclosure Schedule] Naviteer has properly registered and maintained all Intellectual Property included in the Service and granted under the [DELIVERABLE] and paid all applicable maintenance and renewal fees.

No Conflicting Grant. [Except as disclosed in Naviteer's Disclosure Schedule] Naviteer has not granted and is not obligated to grant any subscription to a third party that would conflict with the [DELIVERABLE].

No Infringement. [Except as disclosed in Naviteer's Disclosure Schedule] The Service does not infringe the Intellectual Property rights or other proprietary rights of any third party.

No Third-Party Infringement. [Except as disclosed in Naviteer's Disclosure Schedule] To Naviteer's Knowledge, no third party is infringing the Service.

User Obligations

Hardware Obligations. [Customer] shall be responsible for obtaining and maintaining all computer hardware, software, and communications equipment needed to internally access the Service, and paying all third-party access charges incurred while using the Service.

Anti-Virus Obligations. [Customer] shall be responsible for implementing, maintaining, and updating all necessary and proper procedures and software for safeguarding against computer infection, viruses, worms, Trojan horses, and other code that manifest contaminating or destructive properties (collectively "Viruses").

Use of Services. [Customer] shall abide by all local and international Laws and regulations applicable to its use of the Service, use the Service only for legal purposes, and comply with all regulations, policies and procedures of networks connected to the SaaS.

Restricted Uses. [Customer] will not upload or distribute of any files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Service, modify, disassemble, decompile or reverse engineer the Service, probe, scan, test the vulnerability of, or circumvent any security mechanisms used by, the sites, servers, or networks connected to the Service, take any action that imposes an unreasonably or disproportionately large load on the sites, servers, or networks connected to the Service, copy or reproduce the Service, access or use any other clients' or their users' data through the Service, maliciously reduce or impair the accessibility of the Service, use the service to post, promote, or transmit any unlawful, harassing, libelous, abusive, threatening, harmful, hateful, or otherwise objectionable material, or transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability.

Confidentiality Obligations. The parties shall continue to be bound by the terms of the non-disclosure agreement between the parties, dated [DATE] and attached to this agreement on [ATTACHMENT].

Export Compliance

No Representation. Naviteer makes no representation that the Service is appropriate or available for use outside of the United States.

Status. [Customer] represents and that it is not located in, under the control of, or a national or resident of any country to which the United States has embargoed the import or export of goods, on the United States Treasury Department's List of Specially Designated Nationals or United States Commerce Department's Table of Deny Orders.

Term. This agreement begins on [the Effective Date] and will continue until terminated (the "Term").

Ownership of Intellectual Property. Naviteer will retain all interest in and to the Services, including all documentation, modifications, improvements, upgrades, derivative words, and all other Intellectual Property rights in connection with the Service, including Naviteer's name, logos. and trademarks reproduced through the Service.

Termination

Termination on Notice. Either party may terminate this agreement for any reason on 20 business days' notice to the other party.

Termination for Material Breach. Each party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if the other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations,

covenants, or representations, and the failure, inaccuracy, or breach continues for a period of [20] Business Days' after the injured party delivers notice to the breaching party reasonably detailing the breach.

Termination for Failure to Pay. Naviteer may terminate this agreement and service with immediate effect by delivering notice of the termination to [Customer] if [Customer] fails to pay the Subscription Fee when due.

Effect of Termination

Refund Amounts. Naviteer shall immediately refund to [Customer] any prepaid Subscription Fees covering the remainder of the term of all subscriptions after the effective date of termination.

Pay Outstanding Amounts. [Customer] shall immediately pay to Naviteer all amounts outstanding as of the date of, and any amounts outstanding as a result of, termination.

Discontinuance of Use. [Customer] shall cease all use of the Service upon the effective date of the termination.

Recovery of Data. [Customer] will have [30] days from the date of termination to retrieve any of data that [Customer] wishes to keep.

Purchase of On-site Version. In the event Naviteer goes out of business, declares bankruptcy or ends software as a service (SaaS) option, Naviteer will make available a compatible on-site version of Naviteer program at the current price of the on-site program (available upon request) for a period of [90] days after termination by Naviteer. [Customer] will be responsible for providing a suitable server to host the program.

Indemnification

Indemnification for Infringement Claims. Subject to paragraph [EXCLUSIONS], Naviteer (as an indemnifying party) shall indemnify [Customer] (as an indemnified party) against all losses and expenses arising out of any proceeding brought by a third party, and arising out of a claim that the Services infringe the third party's Intellectual Property rights.

Qualifications for Indemnification. Naviteer will be required indemnify [Customer] under paragraph [INDEMNIFICATION FOR INFRINGEMENT CLAIMS] only if [Customer]'s use of the Services complies with this agreement and all documentation related to the Services, the infringement was not caused by [Customer] modifying or altering the Services or documentation related to the Services, unless Naviteer consented to the modification or alteration in writing, and the infringement was not caused by [Customer] combining the Services with products not supplied by Naviteer, unless Naviteer consented to the combination in writing.

Mutual Indemnification. Each party (as an indemnifying party) shall indemnify the other (as an indemnified party) against all losses arising out of any proceeding brought by either a third party

or an indemnified party, and arising out of the indemnifying party's willful misconduct or gross negligence.

Notice and Failure to Notify

Notice Requirement. Before bringing a claim for indemnification, the indemnified party shall notify the indemnifying party of the indemnifiable proceeding and deliver to the indemnifying Naviteer legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.

Failure to Notify. If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding, the indemnifying will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.

Exclusive Remedy. The parties' right to indemnification is the exclusive remedy available in connection with the indemnifiable proceedings described in this section [INDEMNIFICATION].

Limitation on Liability

Mutual Limit on Liability. Neither party will be liable for breach-of-contract damages suffered by the other party that are remote or speculative, or that could not have reasonably been foreseen on entry into this agreement.

Maximum Liability. Naviteer's liability under this agreement will not exceed the fees paid by [Customer] under this agreement during the term preceding the date upon which the related claim arose.

General Provisions

Entire Agreement. The parties intend that this agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this agreement and refer to this agreement, represent the final expression of the parties' intent relating to the subject matter of this agreement, contain all the terms the parties agreed to relating to the subject matter, and replace all of the parties' previous discussions, understandings, and agreements relating to the subject matter of this agreement.

Amendment. Naviteer may amend the terms and conditions of this agreement at any time by reasonable notice, including without limitation by posting revised terms on its website at the www.naviteer.com.

Assignment. Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.

Notices

Method of Notice. The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid[, (iv) fax][, or (v) electronic mail] to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section.

Receipt of Notice. A notice given under this agreement will be effective on the other party's receipt of it, or if mailed, the earlier of the other party's receipt of it and the [fifth] business day after mailing it.

Governing Law. This agreement shall be governed, construed, and enforced in accordance with the laws of the State of Illinois, without regard to its conflict of laws rules.

Severability. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

Waiver

Affirmative Waivers. Neither party's failure nor neglect to enforce any rights under this agreement will be deemed to be a waiver of that party's rights.

Written Waivers. A waiver or extension is only effective if it is in writing and signed by the party granting it.

No General Waivers. A party's failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.

No Course of Dealing. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

Force Majeure. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.

Relationship of the Parties

No Relationship. Nothing in this agreement creates any special relationship between the parties, such as a partnership, joint venture, or employee/employer relationship between the parties.

No Authority. Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner.

Cooperation. You will reasonably cooperate with any of the Naviteer's investigation of Service outages, security problems, and any suspected breach of the Agreement. Where agreement,

approval, acceptance, consent, or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Definitions

"Authorized Users" means the list of Persons authorized to use the Services under this agreement, fully listed in the program.

"Business Day" means a day other than a Saturday, a Sunday, or any other day on which the principal banks located in Chicago; Illinois are not open for business.

"Confidential Information" has the same meaning in this agreement as the term has under the Non-Disclosure Agreement between the parties, dated [DATE].

"Data" means all of the data [Customer] creates with or uses with the Service, or otherwise related to [Customer]'s use of the Services.

"Disclosure Schedule" means the schedules delivered, before the execution of this agreement, by each party to the other party which list, among other things, items the disclosure of which is necessary or appropriate either in response to an express disclosure requirement contained in a provision of this agreement or as an exception to one or more of the representations or warranties made by the party, or to one or more of the covenants of the party. (Schedule C)

"Effective Date" is defined in the introduction to this agreement.

"Governmental Authority" means

(a) any federal, state, local, or foreign government, and any political subdivision of any of them,

(b) any agency or instrumentality of any such government or political subdivision,

(c) any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that its rules, regulations or orders have the force of law), and

(d) any arbitrator, court, or tribunal of competent jurisdiction.

"Intellectual Property" means any and all of the following in any jurisdiction throughout the world

(a) trademarks and service marks, including all applications and registrations, and the goodwill connected with the use of and symbolized by the foregoing,

(b) copyrights, including all applications and registrations related to the foregoing,

(c) trade secrets and confidential know-how,

(d) patents and patent applications,

(e) websites and internet domain name registrations, and

(f) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present, and future infringement, and any other rights relating to any of the foregoing).

"Law" means

(a) any law (including the common law), statute, bylaw, rule, regulation, order, ordinance, treaty, decree, judgment, and

(b) any official directive, protocol, code, guideline, notice, approval, order, policy, or other requirement of any Governmental Authority having the force of law.

"Legal Proceeding" means any claim, investigation, hearing, legal action, or other legal, administrative, arbitral, or similar proceeding, whether civil or criminal (including any appeal or review of any of the foregoing).

"Order" means any decision, order, judgment, award, or similar order of any court of competent jurisdiction, arbitration panel, or Governmental Authority with jurisdiction over the subject matter, whether preliminary or final.

"Permits" means all material licenses, franchises, permits, certificates, approvals, and authorizations, from Governmental Authorities necessary for the ownership and operation of the party's business.

"Person" includes

(a) any corporation, company, limited liability company, partnership, Governmental Authority, joint venture, fund, trust, association, syndicate, organization, or other entity or group of persons, whether incorporated or not, and

(b) any individual.

"Service" is defined in section [GRANT OF SUBSCRIPTION ACCESS AND USE OF SERVICE].

"Subscription" is defined in section [GRANT OF SUBSCRIPTION ACCESS AND USE OF SERVICE].

"Subscription Fee" is defined in section [SUPPORT SERVICE - SUBSCRIPTION FEES].

"System Availability" is defined in [section [SERVICE LEVELS] / the Service Levels Agreement, attached to this agreement as Schedule A].

"Taxes" includes all taxes, assessments, charges, duties, fees, levies, and other charges of a Governmental Authority, including income, franchise, capital stock, real property, personal property, tangible, withholding, employment, payroll, social security, social contribution, unemployment compensation, disability, transfer, sales, use, excise, gross receipts, value-added and all other taxes of any kind for which a party may have any liability imposed by any Governmental Authority, whether disputed or not, any related charges, interest or penalties imposed by any Governmental Authority, and any liability for any other person as a transferee or successor by Law, contract or otherwise.

"Term" is defined in section [EXPORT COMPLIANCE - TERM].

"Viruses" is defined in section [USER OBLIGATIONS].

This agreement has been executed by the parties.

Naviteer, Inc.

By:

Name:

Title:

[Customer]

By:

Name:

Title:

SCHEDULE A
Response and Resolution Goals

Severity 1

a. The Production system / application is down, seriously impacted and there is no reasonable workaround currently.
b. Upon confirmation of receipt, the Company will begin continuous work on the issue, and a customer resource must be available at any time to assist with problem determination.
c. Once the issue is reproducible or once we have identified the Software defect, the Company support will provide reasonable effort for workaround or solution within 24 hours.

Severity 2

a. The system or application is seriously affected. The issue is not critical and does not comply with the Severity 1 conditions. There is no workaround currently available or the workaround is cumbersome to use.
b. The Company will work during normal business hours to provide reasonable effort for workaround or solution within 7 business days, once the issue is reproducible.

Severity 3

a. The system or application is moderately affected. The issue is not critical and the system has not failed. The issue has been identified and does not hinder normal operation, or the situation may be temporarily circumvented using an available workaround.
b. The Company will work during normal business hours to provide reasonable effort for workaround or solution within 10 business days, once the issue is reproducible.

Severity 4

a. Non-critical issues.
b. The Company will seek during normal business hours to provide a solution in future releases of the Service.

SCHEDULE B
Software Pricing

For Software as a Service (SaaS) pricing see http://www.naviteer.com.

For On-site pricing contact Naviteer for more information.

Pricing is subject to change without notice.

SCHEDULE C
Naviteer Disclosure

None.