MASTER PROGRAM LICENSE AGREEMENT

 Licensee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MPLA #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THIS MASTER PROGRAM LICENSE AGREEMENT (this “Agreement”) is made as of last day of signing below (the “Effective Date”), by and between Advanced Digital Systems, Inc., d/b/a Mi-Co, a Delaware corporation, (the “Licensor”) and the licensee specified below (the “Licensee” or “You”). This Agreement along with the applicable Addendum(s), governs the license of software products and all related user documentation from Licensor and Licensee’s acquisition of related services. Addendum No. 1 and each subsequent Addendum signed by authorized representatives of the Parties (collectively, the “Addendums”) are each a separate agreement that incorporates the terms of this Agreement.

LICENSOR'S LICENSED PROGRAM (DEFINED BELOW) IS COPYRIGHTED AND LICENSED UNDER THE TERMS HEREIN (NOT SOLD). LICENSOR DOES NOT SELL OR TRANSFER TITLE TO THE LICENSED PROGRAM TO YOU. YOUR LICENSE OF THE LICENSED PROGRAM WILL NOT COMMENCE UNTIL YOU HAVE EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF LICENSOR HAS RECEIVED, APPROVED, AND EXECUTED A COPY OF IT AS EXECUTED BY YOU.

**1. License.** In consideration of the payment of the license fees set forth herein, Licensor grants you a nonexclusive, nontransferable license to use the package of computer programs and data in machine-readable form only and related materials, specified in an Addendum to this Agreement (the "Licensed Program"), subject to the terms and conditions of this Agreement. Licensor offers various types of licensing options, including: perpetual licenses, limited-term licenses (e.g., quarterly or yearly term), and hosted licenses. The type of license and specific license rights and limitations are specified in the Addendum. The Addendum may also specify other rights and limitations related to specific license and Licensed Program offerings.

Limited-term license and hosted licenses will renew at the mutual agreement of the parties, for the same term as the initial term. Renewal is accomplished by Licensor sending an invoice for the applicable license renewal fees and Licensee paying the invoice.

You may use the Licensed Program solely on hardware owned or leased by you or your employees.

**2. Scope of Rights.** During the applicable license term, unless this Agreement is earlier terminated, you have the nonexclusive and nontransferable right to solely:

2.1. Use and execute the Licensed Program in object code form only on the operating system(s) specified in an Addendum to this Agreement for purpose of serving the internal needs of your business, and to provide access to the Licensed Program to that number of users or number of transactions specified in an Addendum;

2.2. In support of your authorized use of the Licensed Program, store the Licensed Program's machine-readable instructions or data in, transmit it through, and display it on the operating system(s) specified on an Addendum; and

2.3. Make a reasonable number of copies of the Licensed Program in machine-readable, object code form, for nonproductive backup purposes only, provided that all of Licensor's proprietary legends are included on such copy.

**3. Fees, Taxes, Additional Licenses and Renewal of Licenses.**

3.1. License Fee. The license fee for the Licensed Program is specified in an Addendum to this Agreement (the “License Fee”). The Licensor will send the Licensee an invoice for the initial License Fee on or about the License Beginning Date (specified in an Addendum). Unless otherwise specified in an Addendum, the initial License Fee is due at the License Beginning Date. You may terminate this Agreement and receive a full refund by notifying the Licensor in writing during the first 30 days after the License Beginning Date. After 30 days after the License Beginning Date, except as otherwise allowed herein, refunds are not available.

3.2. Taxes. License fees do not include taxes and Licensee is responsible for payment of all applicable taxes, except for taxes based on Licensor’s income. You agree to hold harmless Licensor from all claims and liability arising from your failure to report or pay such taxes.

3.3. Expenses. Licensee shall reimburse Licensor for reasonable expenses incurred by Licensor in connection with the performance of its obligations under this Agreement; provided that all Licensor travel must be pre-approved by Licensee.

3.4. Additional Licenses. Additional license rights may be purchased under this Agreement through mutually agreed Addendums, by your acceptance of a Licensor quote, by e-mail, or other written means. You agree to pay the fees for additional license rights as specified on such Addendum or other documentation. All such additional license are governed by the terms of this Agreement.

3.5. Renewal Fees. Renewal fees are listed on invoices and may vary for each license renewal period. Prior to any license renewal period, Licensor may propose pricing changes, including pricing metric changes. The parties are under no obligation to renew a limited-term license.. Payment of an invoice for licenses of the Licensed Program for a license renewal period and Licensor’s acceptance of the license fee will re-validate terms and conditions of this Agreement during the renewal period.

3.6Payment and Invoicing. Except as otherwise provided herein, Licensee shall pay any fees due hereunder that are not subject to a good faith dispute within (thirty) 30 days from receipt of the applicable invoice. Any undisputed amounts of such invoice remaining unpaid for more than (thirty) 30 days from receipt may accrue interest at a rate of the lesser one and a half percent (1.5%) per annum or the maximum legal limit.

**4. Annual Improvement Maintenance and Support (AIMS).**

4.1. Support Term. Subject to payment of applicable support fees, Licensor will provide the AIMS support services set forth in this Section 4 during the support term.

4.1.1. For perpetual licenses, the initial support term begins on the Effective Date and will continue for an initial one-year period. Thereafter, support will automatically renew for successive one-year renewal terms unless either party provides at least sixty (60) days prior written notice of its intent to terminate support.

4.1.2. For limited-term licenses and hosted licenses, unless otherwise set forth in an Addendum, the support term will be the same as the license term (i.e. the initial term specified in the Addendum and any renewal term).

4.2. Error Correction. Licensor will use reasonable efforts, either by telephone or email, to help Licensee solve specific problems with installation or use of the Licensed Program. It may not be possible to solve all problems or correct all errors in the Licensed Program.

4.3. Release Support. During ongoing Licensed Program development, Licensor may add, modify or delete functionality in new releases that are generally made available by Licensor 4.4. Support. Licensor will provide telephone and e-mail support to two (2) designated personnel of Licensee (the “Designated Personnel”) to answer questions regarding:

4.4.1. Access to the Licensed Program, assistance in tailoring the environment to meet the minimum requirements to use the Licensed Program, uploading related graphic and files to the hardware platform, and invocation of any installation programs required by the Licensed Program.

4.4.2. Licensed Program functionality. Licensed Program functionality will include support for the Licensed Program and any embedded software within the Licensed Program unless Support is modified by an Addendum.

### 4.4.3 Support will be available during Licensor’s normal business hours (9:00 a.m. to 5:00 p.m. EST), exclusive of weekends and Licensor holidays, by the following:

4.5. Product Updates. Licensee will have access to upgrades, updates, patches, and new releases (“Updates”) for the Licensed Program as they become generally available. Updates may include additional or modified functionality; provided that new modules and certain new functionality will be available only for an additional fee. . If Licensee chooses not to install the most current Update of the Licensed Program, the level of technical support may diminish over time. All new Updates provided under this Agreement shall be deemed part of the Licensed Program. Mi-Co support is provided only for the current major release and the previous release. Licensee is responsible for installing all new Updates; Mi-Co is available to provide professional services to assist in installing and implementing Updates at an additional fee.

4.6. Documentation. User’s manuals and other operating instructions (the “Documentation”) are provided in the Licensed Program.

4.7. Licensor Support Responsibilities.

4.7.1. Licensor will use its reasonable commercial efforts to provide Licensee with resolutions for problems or errors within the Licensed Program.

4.7.2. Licensor will begin to resolve any product issues within one (1) business day of the time a support request is logged by Licensor during business hours. In the event that a substantial problem cannot be resolved within two (2) business days, the problem will be escalated within Licensor’s organization to a Senior Products Support Engineer for resolution.

4.7.3. Licensee will be informed of the intended problem resolution plan and schedule by Licensor. Licensor will provide updates for the Licensed Program as warranted by product deficiency severity and product enhancement requirements, within the sole discretion of Licensor.

4.7.4. Licensor will not be responsible for support to Licensee’s end users unless specifically directed by Licensee’s Designated Personnel and mutually agreed to by Licensor support staff.

4.8. Licensee Support Responsibilities.

4.8.1. Licensee will use reasonable efforts to support its end users to achieve basic product functionality.

4.8.2. Licensee will not disable or bypass any functionality in the Licensed Program that requires end users to agree upon the terms and conditions of this Agreement.

4.8.3. Licensee will use reasonable efforts to determine if the reported problem originates with the use of the Licensed Program, to duplicate the reported problem, and to assist Licensor in testing fixes or workarounds to the reported problem.

4.8.4 Licensee agrees to use reasonable efforts to install all new releases, updates and corrective code.

4.8.5 Licensee will provide Licensor with reasonable information and assistance in connection with the resolution of errors, including VPN or other electronic access to Licensee’s system as reasonably required for error correction purposes.

4.8.6 Licensee is responsible for supporting and maintaining custom forms and workflow it has developed for use with the Licensed Programs. Additional fees will apply if Licensor helps to develop, debug, or otherwise support and maintain any such custom forms or workflow.

4.9. Support (AIMS) Fees. For Licensed Programs licensed on a limited term (non-perpetual) or hosted basis, unless otherwise set forth in an Addendum, support services will be provided at no additional charge during the license term. For Licensed Programs licensed on a perpetual basis, Licensor agrees to pay in advance the annual support fee specified in an Addendum for each annual support term.

4.10 Licensee may elect not to receive or renew, or may cancel, AIMS support. No software updates will be available to Licensee during any period of time that a current maintenance agreement is in not place. However, if Licensee wishes to reinstate AIMS Support, Licensee must pay the fees which would have applied during the period of AIMS Support suspension and bring the Licensed Program up to the most current release. Licensor is not obligated to provide AIMS Support if this Agreement is terminated or Licensee does not pay the AIMS Support fee or any other amount due to Licensor.

4.11 Licensor may use any feedback regarding any suggested improvements to the Licensed Program provided by Licensee for any purpose, including without limitation to modify, supplement, or improve the Licensed Program, without payment or compensation to Licensee.

**5. Your Responsibilities.** You are responsible for selecting users who are qualified to operate the Licensed Program and who are familiar with the information, calculations, and reports that serve as input and output of the Licensed Program. Licensor reserves the right to refuse assistance or to charge additional fees if a user seeks assistance with respect to such basic background information or any other matters not directly relating to the operation of the Licensed Program.

The Licensed Program is designed for use with the operating system specified in an Addendum to this Agreement. Except as agreed otherwise in writing, Licensor assumes no responsibility under this Agreement for obtaining or providing such operating system. Unless otherwise specified in an Addendum (e.g., if Licensor is providing a hosted license), Licensee is also responsible for obtaining all hardware, internet access, networks, and other items necessary to ensure a proper environment for the Licensed Program and associated operating system. Except as agreed otherwise in writing, Licensor assumes no responsibility under this Agreement for loading or converting any data files for use with the Licensed Program.

**6. Proprietary Protection and Restrictions.** Licensor shall have sole and exclusive ownership of all right, title, and interest in and to the Licensed Program and all modifications and enhancements thereof (including ownership of all patents, trademarks, trade secrets and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to you herein by Licensor. This Agreement does not provide you with title or ownership of the Licensed Program, but only a right of limited use. You must keep the Licensed Program free and clear of all claims, liens, and encumbrances.

You may not use, copy, modify, or distribute the Licensed Program (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized in writing by Licensor. You may not reverse engineer, reverse compile, or otherwise translate the Licensed Program. Your rights may not be transferred, leased, assigned, or sublicensed except for a transfer of the Licensed Program in its entirety to (1) a successor in interest of your entire business who assumes the obligations of this Agreement or (2) any other party who Licensor accepts in writing, so long as such successor in interest or other party agrees in writing to be bound by the terms of this Agreement, and pays an administrative fee intended to cover Licensor’s costs related to such assignment. No service bureau work, multiple-user license, or time-sharing arrangement relating to the Licensed Program is permitted, except as expressly authorized in writing by Licensor. If you use, copy, or modify the Licensed Program or if you transfer possession of any copy, adaptation, transcription, or merged portion of the Licensed Program to any other party in any way not expressly authorized by Licensor in writing, your license will be automatically terminated without notice.

Licensor may use a software license key or authorization code (“License Key”) to enable the Licensed Program to operate for the applicable license period. Licensee agrees not to bypass or circumvent any License Key. Licensor is not required to provide a License Key if Licensee is in breach of this Agreement or has not paid any undisputed amounts due under this Agreement. Only authorized Licensee users may have access to the License Key.

You hereby agree to provide Licensor with a report, within five (5) days of Licensor’s request, in a form and manner acceptable to Licensor that specifies the end users who are authorized to use the Licensed Program.

You acknowledge that, in the event of your breach of any of the foregoing provisions, Licensor will not have an adequate remedy in money or damages. Licensor shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. Licensor's right to obtain injunctive relief shall not limit its right to seek further remedies.

If a third party claims that the Licensed Program infringes its patent, copyright, or trade secret, or any similar intellectual property right, Licensor will defend you against that claim at Licensor's expense and pay all damages that a court finally awards, provided that you promptly notify Licensor in writing of the claim, and allow Licensor to exclusively control, and cooperate with Licensor in, the defense or any related settlement negotiations. If such a claim is made or appears possible, you agree to permit Licensor to enable you to continue to use the Licensed Programs, or to modify or replace them. If Licensor determines that none of these alternatives is reasonably available, you agree to return the Licensed Program on Licensor's written request, and you will then receive a credit equal to your net book value for the Licensed Program determined in accordance with generally accepted accounting principles. However, Licensor has no obligation for any claim based on your modification of the Licensed Program or its combination, operation, or use with any product, program, data, or apparatus not specified or provided by Licensor, provided that such claim would not occur except for such modification, combination, operation, or use. THIS PARAGRAPH STATES LICENSOR'S ENTIRE OBLIGATION TO YOU WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

**7. Limited Warranty and Limitation of Liability.**

7.1.Licensor warrants that the Licensed Program will perform substantially in conformance to the Documentation for a period of sixty (60) days from delivery (the “Warranty Period”). Licensor is not responsible for obsolescence of the Licensed Program that may result from changes in your system(s). The foregoing warranty shall apply only to the most current version of the Licensed Program issued by Licensor from time to time. Licensor assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Licensed Program.

7.2. As your exclusive remedy for any breach of warranty, Licensor shall attempt through reasonable effort to correct or cure any reproducible defect by issuing updated software or Documentation, or providing a reasonable workaround. In the event Licensor does not correct or cure such nonconformity or defect after it has had a reasonable opportunity to do so, your exclusive remedy shall be the refund of the amount paid as the license fee for the defective Licensed Program for the then-current term, subject to a pro-rata reduction based on productive use of the Licensed Program. Licensor shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Licensed Program if you have made any changes whatsoever to the Licensed Program, if the Licensed Program has been misused or damaged in any respect, or if you have not reported to Licensor the existence and nature of such nonconformity or defect within the Warranty Period.

7.3. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSOR DISCLAIMS ANY AND ALL IMPLIED AND EXPRESS PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE LICENSED PROGRAM, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, ANY NEGLIGENCE, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF NON-INFRINGEMENT; OR ANY WARRANTIES ARISING AS A RESULT OF LICENSEE USAGE IN THE TRADE OR BY COURSE OF DEALING.

7.4. The cumulative liability of Licensor, and its employees, officers, directors, suppliers, partners, agents, and sales representatives to you for all claims relating to the Licensed Program and this Agreement, including any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount of all fees paid to Licensor under the Addendum in question. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Licensor shall have no liability for loss of data or documentation, it being understood that you are responsible for reasonable backup precautions.

7.5. In no event shall Licensor be liable any loss of profits; any incidental, special, punitive, exemplary, or consequential damages; loss of data; or any claims or demands brought against you, even if Licensor has been advised of the possibility of such claims or demands. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

7.6. Each party represents and warrants to the other party that (a) it is duly organized and validly existing under the laws of its jurisdiction of organization; (b) it has the legal power and authority to execute and deliver this Agreement and to fully perform its obligations hereunder; (c) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary actions and do not violate its organizational documents or any other material agreements to which it is a party; and (d) this Agreement constitutes a legally valid and binding obligation of it enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable law.

**8. Term and Termination.**

8.1.This Agreement shall remain in effect until terminated as set forth herein; provided that any limited-term license and hosted license of the Licensed Program shall become effective from the Effective Date of such license and shall continue only until the renewal date of such license and during any renewal period.

8.2. Either party may terminate this Agreement in the event the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice thereof.

8.3. Upon termination of this Agreement, all rights granted to you will terminate. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of your possession or use of the Licensed Program, you must return or destroy, as requested by Licensor, all copies of the Licensed Program in your possession (whether modified or unmodified), and all other materials pertaining to the Licensed Program (including all copies thereof). You agree to certify your compliance with such restriction upon Licensor's request.

8.4. Sections 3 (with respect to Licensee’s payment obligations), 6, 7, 11 and 12 of this Agreement shall survive termination of this Agreement.

## **9. Audit and Affidavit.** Upon reasonable notice to Licensee, Licensor shall have the right to audit Licensee’s use of the Licensed Program for compliance with the terms of this Agreement, including but not limited to license limitations on number of users and number of transactions, and Licensee shall provide records and information reasonably requested by Licensor in connection with such audit. If the audit reveals that Licensee owes additional license fees, then Licensee shall pay the amounts owed and Licensor’s reasonable expenses in conducting the audit. Upon request by Licensor, Licensee shall execute such affidavits and provide such reports from the Licensed Program as reasonably requested to ensure Licensor’s compliance with the terms of this Agreement.

## **10. Marks.** During the term of this Agreement, Licensee hereby grants to Licensor a non-exclusive, royalty-free, worldwide license to use Licensee’s trademarks, service marks, trade names, logos or other commercial or product designations (the “Marks”) solely to display in Licensor’s web site and marketing materials as a customer listing. Licensee may terminate the foregoing license to use the Marks, without penalty to Licensor, by notifying Licensor in writing.

**11. Confidentiality.**

## *Acknowledgment of Trade Secrets*. Licensee acknowledges that the Licensed Program contains valuable trade secrets and confidential information owned by Licensor, including but not limited to the development status of the Licensed Program, the functionality of the Licensed Program, the appearance, content and flow of the Licensed Program’s screens, the method and pattern of user interaction with the Licensed Program, and the content of the Licensed Program’s Documentation.

## *Restrictions.* Licensee shall keep the Licensed Program and its contents and related Documentation confidential, and shall take all reasonable precautions to prevent inadvertent disclosure of the Licensed Program, including all trade secrets and confidential information therein. Licensee specifically acknowledges and agrees that it shall not permit any third party, nor any employee, representations or agent thereof, that develops, markets or licenses computer programs with functionality similar to the functionality of the Licensed Program to have access to the Licensed Program or to any trade secrets and confidential information therein.

**12. Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws principles. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of the party against whom enforcement of the modification is sought. References to your use or benefit include any subsidiaries you may own directly or indirectly by more than fifty percent (50 %), provided that, to the extent of their use and benefit, they comply with the restrictions herein. You agree to comply with all laws and regulations in connection with your use of the Licensed Program, including but not limited to United States laws and regulations relating to the export of software and technical data. In the event that any of the terms of this Agreement is or becomes or is declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect. Neither party shall be liable for any failure or delay in the performance of its obligations due to causes beyond its reasonable control.

THIS AGREEMENT AND ANY ADDENDUMS HERETO ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE UNDERSTANDING OF THE PARTIES AND LICENSOR'S OBLIGATIONS AND RESPONSIBILITIES TO YOU AND SUPERSEDE ANY OTHER PROPOSAL, REPRESENTATION, OR OTHER COMMUNICATION RELATING TO THE SUBJECT MATTER HEREOF.

Accepted and Approved by:

**LICENSOR: LICENSEE:**

Mi-Co Company Name:

4601 Creekstone Dr #130 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Durham, NC 27703 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax: (919) 485-0621 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: info@mi-corporation.com \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ADDENDUM #** **1 OF THE PROGRAM LICENSE AGREEMENT**

This is an Addendum to the Program License Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Agreement”) by and between Advanced Digital Systems, Inc., d/b/a Mi-Co, a Delaware corporation, (the “Licensor”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Licensee” or “You”).

The Licensee acknowledges that it has received and read, and understands and agrees with, all the terms and conditions specified in the Agreement.

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Software/ Service** | **Type of License (Perpetual, Term or Hosted)** | **Operating System** | **Delivery** | **Quantity (Number of Users)** | **License Effective Date** | **License****Beginning Date**  | **License Renewal Date (or “Perpetual”)** | **Fee/Rate** | **Annual Improvement (AIMS) Fee** |
| Mi-Forms Client (User based) |  | Windows | Web | XX named users |  |  |  |  |  |
| Mi-Forms Designer (User based) |  | Windows | Web | X named users |  |  |  |  |  |
| Mi-Forms Server (User based) |  | Windows Server 2003/ 2008 R2 | Web | X named users |  |  |  |  |  |
| Solution Support (hrs) |  |  | Email/Phone | XX hrs |  |  |  | $150/hr |  |
| Training |  |  | In-person/Web |  |  |  |  |  |  |

The following terms will govern this Addendum:

User-based Licenses: Named User License is a license type with the right to use the Licensed Program on authorized computing devices by the number of actual designated users. A Named User license may be moved from one named user to another designated named user at any time as long as it is no longer being used by the previous user, subject to the terms of the Agreement. If, during the license term, Licensee wishes to remove a Named User from usage of the Licensed Program, and issue a replacement license to a new Named User, Licensee may contact Licensor to request such replacement license. Licensor may condition the issuance of a replacement license upon the execution of an affidavit by Licensee attesting that Licensee is not using, and shall not use, more than the number of Named User licenses purchased hereunder.

One administrative user is included at no charge in all Named User Licenses.

Professional Services: If Licensee requests design or other work from Licensor, such work will be charged separately by Licensor on an hourly basis according to Licensor’s then-current rates for professional services.

Test/Development Licenses: Licenses designated as “Test/Development” licenses above may be used by Licensee solely for the purpose of testing the Licensed Programs and/or developing custom forms that operate with the Licensed Programs, and may not be used for any production use by Licensee.

Press Release Consideration: At the signing of this Addendum, the Licensee will work with Mi-Co to develop a mutually agreed upon press release announcing the signing of this Addendum and goals of the Licensed Program’s use.

Accepted and Approved by:

**LICENSOR: LICENSEE:**

Mi-Co Company Name:

4601 Creekstone Dr #130 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Durham, NC 27703 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax: (919) 485-0621 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: info@mi-corporation.com \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ADDENDUM # 1 OF THE PROGRAM LICENSE AGREEMENT**

This is an Addendum to the Program License Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Agreement”) by and between Advanced Digital Systems, Inc., d/b/a Mi-Co, a Delaware corporation, (the “Licensor”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Licensee” or “You”).

The Licensee acknowledges that it has received and read, and understands and agrees with, all the terms and conditions specified in the Agreement.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Software/ Service** | **Type of License (Term or Hosted)** | **Operating System** | **Delivery** | **Quantity (Max Trxs for the Term)** | **License Effective Date** | **License****Beginning Date**  | **License Renewal Date** | **Fee/Rate** |
| Mi-Forms Client (Transaction based) |  |  |  | XX transactions  |  |  |  |  |
| Mi-Forms Designer (Transaction based) |  |  |  | XX transactions  |  |  |  |  |
| Mi-Forms Server (Transaction based) |  |  |  | XX transactions  |  |  |  |  |
| Solution Support (hrs) |  |  | Email/Phone | XX hrs |  |  |  | $150/hr |
| Training |  |  | In-person/Web |  |  |  |  |  |

The following terms will govern this Addendum:

Transaction-based Licenses: Licensee’s right to use the Licensed Program is limited to the number of Transactions per the license time period set forth in the table above. A Transaction is defined as a submission of a form using the Licensed Program from a Mi-Forms Client to a Mi-Forms Server. Within 15 days after the beginning of each calendar quarter, Licensee will use the Mi-Forms Server software to provide a report by e-mail to Mi-Co detailing the number of Transactions in the prior calendar quarter. Mi-Co will assist Licensee as needed in preparing this report.

If Licensee exceeds the number of licensed Transactions, then Licensee agrees to pay Mi-Co for additional Transactions in accordance with Mi-Co’s then-current pricing for per-Transaction licensing.

Unused Transactions do not carry over from one term to any new or renewal terms.

Professional Services: If Licensee requests design or other work from Licensor, such work will be charged separately by Licensor on an hourly basis according to Licensor’s then-current rates for professional services.

Test/Development Licenses: Licenses designated as “Test/Development” licenses above may be used by Licensee solely for the purpose of testing the Licensed Programs and/or developing custom forms that operate with the Licensed Programs, and may not be used for any production use by Licensee.

Press Release Consideration: At the signing of this Addendum, the Licensee will work with Mi-Co to develop a mutually agreed upon press release announcing the signing of this Addendum and goals of the Licensed Program’s use.

Accepted and Approved by:

**LICENSOR: LICENSEE:**

Mi-Co Company Name:

4601 Creekstone Dr #130 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Durham, NC 27703 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax: (919) 485-0621 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: info@mi-corporation.com \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_