

Dovetailed Technologies, LLC
Proposal dated _____, 20__

This proposal is provided by Dovetailed Technologies, LLC (“Dovetailed Technologies”) for review by the customer identified below (“Customer”), and is valid for 30 days after the date noted above. Upon signing by both Customer and Dovetailed Technologies, this document and its attachments serve as the binding order for the services referenced herein.

A. CUSTOMER INFORMATION

Company: _____

Billing Address: _____

Billing Contact: _____ Email: _____ Phone: _____

Technical Contact: _____ Email: _____ Phone: _____

B. SERVICE

Co:Z Co-Processing Toolkit Support Plan - See attached Support Plan Description.

C. SUPPORTED DATA CENTER(S)

Production (*address, city, state, country*): _____

Disaster Recovery (*address, city, state, country*): _____

D. TERM OF SERVICE

Start Date: _____, 20__

Initial term: 12 months

Renewal: Service will renew automatically on an annual basis, unless either party provides written notice of non-renewal at least 30 days prior to expiration of then-current term. Pricing will be adjusted at time of renewal to reflect increase in aggregate MSUs. Dovetailed Technologies shall notify customer at least 60 days in advance if it intends to increase the pricing for any other reason for any renewal term.

E. PRICING AND PAYMENT

Support Plan is priced based on aggregate Million Service Units (MSUs) at production data center, billed annually in advance, and due net 30 days after receipt of invoice (*check one*):

___ 0 to 300 MSUs

___ 301 to 1200 MSUs

___ 1201 or greater MSUs

F. SIGNATURE BLOCK

All services are provided subject to and in accordance with the Co:Z Co-Processing Toolkit Support Plan Description attached as Exhibit A and the Professional Services Agreement attached as Exhibit B. Customer, by its signature below, acknowledges that it has reviewed and understands, and agrees to be legally bound by, each of the foregoing documents.

Customer:

By: _____

Name: _____

Title: _____
Duly authorized

Date: _____

Dovetailed Technologies, LLC:

By: _____

Name: _____

Title: _____
Duly authorized

Date: _____

Exhibit A

Co:Z Co-Processing Toolkit Support Plan Description

This document describes the support services provided by Dovetailed Technologies, LLC (“Dovetailed Technologies”) to customers who purchase a support plan for the Co:Z Co-Processing Toolkit (the “Software”). All services are provided under and in accordance with the Dovetailed Technologies Professional Services Agreement.

SCOPE OF SUPPORT. Customers under a current support plan may contact Dovetailed Technologies with general questions and troubleshooting related to use and operation of the Software, as well as for remote diagnosis and priority resolution of problems encountered using the Software. Support covers the newest major release of the Software, plus the prior major release for up to six (6) months after general availability of the new release, as installed at a production data center meeting the system requirements for the Software, and a non-production disaster recovery site. Support for additional sites may be added upon request for an additional charge.

CONTACTING TECHNICAL SUPPORT. Dovetailed Technologies can be reached by phone with support questions Monday through Friday from 8:00 a.m. to 6:00 p.m. Eastern Time, excluding observed holidays. Problems may be submitted using an online support ticket system. The customer must appoint up to three (3) employees competent in use and operation of the Software to place technical support queries.

Phone: +1.636.352.0148

Online support system: <http://dovetail.com/tickets>

CLASSIFICATION OF ISSUES. When reporting support issues, the customer should assign an initial severity based on the severity level classifications listed below, and provide a detailed description of the issue or support request. The initial assignment of severity may be raised or lowered by Dovetailed Technologies, in its reasonable discretion, based on the information provided by the customer and/or subsequent diagnosis or remediation efforts, including the availability of a work-around pending final resolution.

Level	Description
1	A problem which renders the Software or a major component thereof inoperative, and causes a significant and ongoing interruption to the customer’s business activities.
2	A problem which materially degrades or disrupts the operation or use of the Software or a major component thereof, but does not cause a significant and ongoing interruption to the customer’s business activities.
3	A problem which causes the Software not to function in accordance with the documentation, but which causes only a minor impact on the customer’s use of the Software, or for which an acceptable work-around is readily available.
4	General questions, suggestions, and feedback pertaining to use and operation of the Software, or requests for installation, training or other professional services outside the scope of support.

INITIAL RESPONSE, STATUS UPDATES, AND RESOLUTION. Dovetailed Technologies provides an initial response and ongoing status updates for support issues, and uses commercially reasonable efforts to resolve support issues, within the target timeframes listed below. All timeframes are during support hours only except where noted, and are subject to customer providing all information and assistance reasonably requested.

Level	Initial Response	Status Updates	Resolution
1	1 hour	Every 4 hours, including weekend daytime hours.	2 business days
2	4 hours	Every 3 business days or upon request.	10 business days
3	1 business day	As necessary or upon request.	60 days or next Software update.
4	2 business days	As necessary or upon request.	

REMOTE ACCESS. Certain support issues may require remote access to customer’s systems to facilitate troubleshooting and problem resolution. Wherever possible, Dovetailed Technologies will work with the customer to limit this access to view-only screen sharing. Dovetailed Technologies shall comply with all remote access security requirements of customer that are communicated to it. Customer may refuse or limit remote access where customer believes that such access poses a security risk, in which case, the parties shall cooperate in good faith to enable support by alternative means. Dovetailed Technologies shall not be liable for any delays in providing support resulting from the customer’s delay or refusal to provide remote access.

ESCALATION. Dovetailed Technologies will escalate support issues through its technical support channels as necessary to resolve support issues. In the event any support issues are not resolved to customer’s reasonable satisfaction, upon the customer’s request, Dovetailed Technologies will arrange and participate in a senior executive-level phone conference between the companies.

NOTIFICATION OF UPDATES. Dovetailed Technologies will notify customers under a current support plan via email when updates are released for the Software. Updates are available under the applicable license terms of Dovetailed Technologies and its suppliers. Installation of updates is the customer’s responsibility. As part of support, Dovetailed Technologies offers troubleshooting for any issues encountered with installation.

EXCLUSIONS. Support does not include, and Dovetailed Technologies shall have no responsibility for: (a) problems caused by misuse, neglect or abuse of the Software; (b) problems external to the Software, including but not limited to customer’s network, firewall, systems, hardware, third party software, or data; (c) modifications to the Software not made by Dovetailed Technologies; (d) set-up or configuration of network security, authentication, or encryption; (e) back-up, replication, or recovery of files or data; (f) on-site services; or (g) installation, training, customization, configuration or other professional services that Dovetailed Technologies offers to clients for an additional charge.

ADDITIONAL SERVICES. Dovetailed Technologies offers installation, training, customization, configuration, and other professional services for the Software upon request, and subject to availability. The scope for larger work requests will be detailed in a proposal, statement of work, or similar document for the customer’s review. Smaller work requests may be performed by Dovetailed Technologies based on email or other written authorization from the customer. Unless otherwise specified, additional services are performed on a time and materials basis at Dovetailed Technologies’ then-current hourly rates, billed on a monthly basis, and due net 30 days after the date of invoice.

Exhibit B

Professional Services Agreement

THIS PROFESSIONAL SERVICES AGREEMENT (THIS "AGREEMENT") SETS FORTH THE TERMS FOR SUPPORT AND OTHER PROFESSIONAL SERVICES PROVIDED BY DOVETAILED TECHNOLOGIES, LLC ("DOVETAILED TECHNOLOGIES") A MISSOURI LIMITED LIABILITY COMPANY. PLEASE READ THIS AGREEMENT CAREFULLY. BY PLACING AN ORDER FOR OR RECEIVING SERVICES FROM DOVETAILED TECHNOLOGIES, YOU (THE "CUSTOMER") AGREE TO BE LEGALLY BOUND BY THE PROVISIONS OF THIS AGREEMENT.

1. Services. Dovetailed Technologies shall provide Customer with the maintenance and support, installation, training, custom development, consulting, and/or other professional services ordered by Customer and agreed to by Dovetailed Technologies (collectively, the "Services"). The provisions of this Agreement shall apply to all Services, regardless of whether the order expressly references this Agreement.

2. Fees and Charges. All Services shall be billed at the rates and in accordance with the payment schedule set forth in the applicable order. Customer shall pay all amounts due and owing to Dovetailed Technologies within thirty (30) days after the date of invoice. Unless otherwise specified, all amounts are stated and payable in U.S. Dollars. Dovetailed Technologies reserves the right to charge interest on any overdue amounts at the rate of one percent (1%) per month or the highest rate permitted by applicable law, whichever is lower, accruing from the due date until the date paid. The fees are exclusive of any taxes or duties associated with the Services, however designated or levied in any jurisdiction by any taxing authority. Customer shall be solely responsible for all such taxes and duties, excluding taxes based on the net income of Dovetailed Technologies. The fees are exclusive of travel, lodging and other expenses. Dovetailed Technologies shall obtain Customer's prior written authorization before incurring any expenses. Customer agrees to reimburse Dovetailed Technologies for approved expenses as reasonably incurred.

3. Term; Termination. This Agreement shall commence on Customer's placement and Dovetailed Technologies' acceptance of the first order for Services, and shall continue in full force and effect for so long as Dovetailed Technologies provides any Services to Customer, unless and until terminated as set forth herein. Either party may terminate this Agreement and/or any order for Services if the other party materially breaches this Agreement or the order for Services, and fails to cure such breach within thirty (30) days after receiving written notice thereof. Either party may terminate this Agreement for convenience upon at least thirty (30) days' prior notice to the other party, provided that such termination shall not affect any outstanding orders for the Services between the parties, which shall be fulfilled under this Agreement. Sections 3, 4, 5, 6, 7, 8 and 9 of this Agreement, and any other rights and obligations which by their nature are intended to survive, shall survive the expiration or termination of this Agreement for any reason.

4. Customer Responsibilities. Customer shall be responsible for the following: (i) assigning qualified personnel to manage Customer's responsibilities and coordinate with Dovetailed Technologies regarding the Services; (ii) providing all information, documentation, cooperation and assistance reasonably requested by Dovetailed Technologies; (iii) selecting and purchasing all third party hardware, software, peripherals, modalities and connectivity, including all items necessary to meet applicable system requirements; (iv) creating a restore point for its systems and backing up and verifying all data; and (v) adopting reasonable measures to ensure the safety, security, accuracy and integrity of Customer's facilities, systems, networks and data. Dovetailed Technologies shall have no responsibility or liability arising out of or resulting in whole or in part from Customer's failure or delay to provide any resources or perform any responsibilities, or for acts or omissions of third parties, telecommunications failures, force majeure, or other events beyond Dovetailed Technologies' reasonable control.

5. Services Warranty. Dovetailed Technologies warrants that the Services shall be performed in a professional and workmanlike manner, consistent with the applicable order. The foregoing warranty is subject to Customer notifying Dovetailed Technologies promptly, and in any event within thirty (30) days after the date of performance of the nonconforming Services, of a breach, and providing Dovetailed Technologies with all information and assistance reasonably requested by Dovetailed Technologies in connection therewith. Upon receiving timely notice of a breach of warranty, Dovetailed Technologies shall use commercially reasonable efforts to re-perform, provide a workaround for, or otherwise remedy the nonconforming Services.

6. DISCLAIMER. EXCEPT FOR THE SERVICES WARRANTY SET FORTH ABOVE, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, DOVETAILED TECHNOLOGIES HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Proprietary Rights. All use of Dovetailed Technologies and third party software and other products is subject to and governed by the terms of the respective suppliers, including the applicable software license terms. Nothing contained in this Agreement is intended to or shall be construed as amending, supplementing, or superseding the license or other terms for the Dovetailed Technologies software. Dovetailed Technologies shall retain exclusive right, title and interest in and to any Service deliverables (including software modifications and improvements), even if Customer requests, pays for, or provides any suggestions or feedback in connection therewith. Such deliverables are licensed:

(a) under the applicable Dovetailed Technologies software license terms, if such deliverables consist of Dovetailed Technologies software, or modifications or improvements thereto; (b) under the applicable third party terms and conditions, if such deliverables consist of third party software, products or services; or (c) otherwise, internally for the purpose such deliverables were prepared and reasonably intended.

8. LIMITATIONS ON LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICES, OR THE RECEIPT OR USE THEREOF BY CUSTOMER, INCLUDING LOST BUSINESS OR PROFITS, BUSINESS INTERRUPTION, OR DOWNTIME. THE TOTAL CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF AND RELATED TO THIS AGREEMENT, THE SERVICES, AND THE RECEIPT AND USE THEREOF BY CUSTOMER SHALL NOT, REGARDLESS OF THE NUMBER OF INCIDENTS OR CAUSES GIVING RISE TO ANY SUCH LIABILITY, EXCEED: (A) FOR CUSTOMER, THE OUTSTANDING AMOUNTS PAYABLE HEREUNDER; AND (B) FOR DOVETAILED TECHNOLOGIES, THE FEES PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE ACCRUAL OF THE FIRST SUCH CLAIM. THE LIMITATIONS ON LIABILITY IN THIS SECTION SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION OR BASIS OF LIABILITY (WHETHER IN CONTRACT, TORT, INDEMNITY, OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ON LIABILITY ARE AN ESSENTIAL PART OF THIS AGREEMENT, AND SHALL BE VALID AND BINDING EVEN IF ANY REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE.

9. Miscellaneous

(a) **Governing Law.** This Agreement shall be governed and interpreted for all purposes by the laws of the State of Missouri, U.S.A., without reference to any conflict of laws principles that would require the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (as enacted in any jurisdiction) do not and shall not apply to this Agreement, and are hereby specifically excluded.

(b) **Jurisdiction; Venue.** Any dispute, action or proceeding arising out of or related to the Services or this Agreement may be commenced in the United States District Court for the Eastern District of Missouri or the state courts of St. Louis County, Missouri. Each party irrevocably submits and waives any objections to the personal jurisdiction and venue of such courts, including any objections based on forum non conveniens. Customer further agrees that these courts shall have exclusive jurisdiction over any lawsuit initiated by Customer against Dovetailed Technologies.

(c) **Notices.** All notices under this Agreement shall be in writing, and shall be delivered personally or by postage prepaid certified mail or express courier service, return receipt requested. Notices to Customer may be delivered by Dovetailed Technologies to the most current address on file. Notices to Dovetailed Technologies shall be directed to Dovetailed Technologies' then-current corporate headquarters address. Either party may change its address for notices from time to time by providing written notice of such change to the other party in this manner.

(d) **Assignments.** Neither party may assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other party, such consent not to be unreasonably withheld; provided, however, Dovetailed Technologies may assign this Agreement to an affiliate or successor in interest upon Dovetailed Technologies' merger, acquisition, or corporate reorganization, or sale of all or substantially all of its business or assets to which this Agreement relates. Any attempted assignment or transfer in violation of the foregoing shall be null and void from the beginning and without effect. Subject to the foregoing, this Agreement shall be binding on, and inure to the benefit of, the parties and their respective heirs, successors and permitted assigns.

(e) **Relationship; Third Party Beneficiaries.** The parties hereto are independent contractors. Nothing in this Agreement shall be deemed to create any agency, employment, partnership, fiduciary or joint venture relationship between the parties, or to give any third party any rights or remedies under or by reason of this Agreement; provided, however, the disclaimers and limitations on liability under this Agreement shall extend to the parties and their respective shareholders, members, directors, officers, employees, agents, and affiliates. All references to a party in connection therewith shall be deemed to include the foregoing persons, who shall be third party beneficiaries of such contractual disclaimers and limitations, and entitled to accept all benefits afforded thereby.

(f) **Amendment; Waiver.** This Agreement may be amended only by a written instrument executed by a duly authorized representative of each party. No rights shall be waived by any act, omission or knowledge of a party, except by an instrument in writing expressly waiving such rights and signed by a duly authorized representative of the waiving party. Any waiver on one occasion shall not constitute a waiver on subsequent occasions.

(g) **Severability; Construction.** If any provision of this Agreement is determined to be unenforceable under applicable law, such provision shall be amended by a court of competent jurisdiction to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions of this Agreement shall continue in full force and effect. The headings in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The term "including" as used herein means "including without limitation." The terms "herein", "hereunder", "hereto," "hereof," and similar variations refer to this Agreement as a whole, rather than to any particular section.

(h) Entire Agreement. This Agreement sets forth the entire agreement of the parties with regard to the subject matter hereof, and supersedes all prior agreements and understandings, whether written or oral, with regard to the subject matter hereof. Where Customer requires a purchase order as part of its procurement process, such purchase order may be issued for administrative purposes only. Any additional or conflicting terms proposed by Customer in any purchase order, request for proposal, acknowledgement, or other writing shall not be binding on Dovetailed Technologies, and are hereby objected to and expressly rejected.