

MAINTENANCE AND SUPPORT SERVICES AGREEMENT

DATE OF AGREEMENT:

COMPANY:

OLI SYSTEMS, INC.
240 Cedar Knolls Road, Suite 301
Cedar Knolls, NJ 07927

RECIPIENT:

OLI Systems, Inc. ("OLI") hereby agrees to provide and the software purchaser ("RECIPIENT") hereby agrees to accept, on the following terms and conditions, nonexclusive maintenance and support services in relation to RECIPIENT's use of the OLI PROGRAMS (referred to herein as "The System") listed under ATTACHMENT A.

1. USE OF THE SYSTEM

Subject to the terms of this Maintenance and Support Services Agreement (this "Agreement"), OLI shall provide to the RECIPIENT, for a term specified under SUPPORT SPECIFICATIONS listed in ATTACHMENT A, nonexclusive maintenance and support services (the "Services"). These Services shall only be applied to the PROGRAMS leased from OLI by the RECIPIENT, and will only be offered in accordance with said SUPPORT SPECIFICATIONS and are not to be utilized by any customers of the RECIPIENT. The Services shall be performed for RECIPIENT only, and are not transferable by RECIPIENT to any third party.

Under this Agreement, no rights or license are granted to RECIPIENT to exploit, compile or use the results obtained from using The System, or from receiving the Services, in any manner, that would enable RECIPIENT to develop or provide an alternative to the use of The System as method for obtaining results which would otherwise be obtained from The System (each, an "Alternative Use"). Without limiting the generality of the foregoing, an Alternative Use shall include anything which would enable RECIPIENT to take results obtained from The System to facilitate, improve, enhance or in any other way help to develop another system for use on a computer or otherwise in lieu of or in conjunction with The System. In the event RECIPIENT desires to create an Alternative Use, RECIPIENT covenants and agrees to enter into a new written agreement with OLI for such Alternative Use on such terms and conditions as shall be agreeable to OLI and RECIPIENT.

2. TERM OF AGREEMENT

This Agreement is effective from the date hereof (shown above) and shall remain in effect in accordance with the period indicated under SUPPORT SPECIFICATIONS.

3. PAYMENTS

As consideration for the provision of the Services and for the performance by OLI of its undertakings hereunder, RECIPIENT agrees to pay to OLI the amount(s) specified under SUPPORT SPECIFICATIONS.

The RECIPIENT shall also pay the amount of any present or future taxes, sales, use, excise, or similar, arising from or based upon this Agreement, the receipt of the Services, the use of The System, or the payments made by the RECIPIENT.

4. INSTALLATION AND DELIVERY OF UPDATES

OLI will provide Services in connection with installation of new System update releases to make it operational in the RECIPIENT's computer facility(s) designated herein. OLI will provide the updated software on convenient media together with installation instructions. Completion of installation will be denoted by The System's successful processing of OLI's standard test set.

Issued February 2018

OLI will furnish this time and any additional professional time in conjunction with the Services, without additional charge to the RECIPIENT in excess of the payments required under Section 3 hereunder. The RECIPIENT will, however, be billed only for normal travel, lodging, meals, and other out of pocket expenses associated with the installation, as mutually agreed upon with RECIPIENT.

5. USER SUPPORT SERVICE AND TRAINING

For the TERM OF SUPPORT specified under SUPPORT SPECIFICATIONS, OLI will provide the following Services in support of the RECIPIENT's use of The System without additional fees being charged in excess of the payments required under Section 3 hereunder:

- (1) OLI will respond promptly to any and all requests by the RECIPIENT to correct defects in The System, if any. Such requests may be submitted at any time by email or in writing and are to be directed to the OLI service representative designated.
- (2) OLI will correct any defects in The System and provide the RECIPIENT a corrected program library of The System.
- (3) OLI will provide the RECIPIENT with corrections developed by OLI and will periodically release fully updated System elements to the RECIPIENT.
- (4) OLI will modify The System as needed, to conform it to future Operating System releases.
- (5) OLI will provide the RECIPIENT with assistance in reviewing cases for correct input structure.
- (6) OLI will provide assistance to the RECIPIENT in the evaluation of outputs from The System.
- (7) The RECIPIENT is given the opportunity to attend regularly scheduled training sessions held at OLI's offices on a regular basis.

With respect to these Services, the RECIPIENT will reimburse OLI for mutually agreed upon travel, materials and directly related expenses associated with such travel. OLI will make no other charges with respect to the services herein described unless specifically noted above.

The Services available to the RECIPIENT include the following:

- (a) Enhancements of software functionality; and
- (b) Enhancements of database coverage or improvements of the quality of reproducing experimental data.

6. NON-DISCLOSURE AND CONFIDENTIALITY

OLI warrants that it has the right to transfer all information transmitted to the RECIPIENT and OLI represents and warrants that such transfer is not a violation of a confidential undertaking with any third party.

The RECIPIENT agrees to treat as strictly confidential The System and all information pertaining to it and to the Services provided by OLI hereunder, including but not limited to analytical techniques, concepts, designs, specifications, listings, and documents which it may receive from OLI in connection with this Agreement. The RECIPIENT further agrees not to disclose the same to any other person, during and after the period of this agreement, without prior written consent from OLI. Such prohibition shall not apply to such disclosures by the RECIPIENT to its employees as are reasonably necessary to the RECIPIENT's use of The System or receipt of the Services, provided that the RECIPIENT shall take all reasonable steps to ensure that neither The System nor any information pertaining to it or to the Services is duplicated or disclosed by such employees in contravention of the provisions of this agreement.

The foregoing restrictions shall not apply to any information that (a) is or becomes public information or otherwise generally available to the public through no act or fault of RECIPIENT or its officers, agents, employees or assigns; (b) the RECIPIENT can demonstrate is, prior to disclosure hereunder, already in the possession of the RECIPIENT and was not received by the RECIPIENT directly or indirectly from OLI; (c) is hereafter rightly received by the RECIPIENT from a third party who did not receive the same directly or indirectly from OLI or its subsidiaries; or (d) the RECIPIENT can demonstrate is developed by employees of the RECIPIENT who have not had access to information provided by OLI under this Agreement.

The standard of care required by the RECIPIENT shall be the same standard of care used to protect its own confidential information of like character and kind.

7. OWNERSHIP

All System components and elements provided during the term of this Agreement, including all confidential and proprietary information provided by OLI in connection with the Services and all intellectual property rights related to the foregoing, are owned solely and at all times shall remain the exclusive property of OLI. This Agreement is intended only to maintain and support the lease of The System and in no event shall this Agreement be construed as an assignment or sale or other transfer of title in The System, any information provided in connection with the Services, or any such related intellectual property rights.

8. WARRANTY AND LIMITATION OF LIABILITY

OLI warrants that the Services will be performed in a timely and professional manner in compliance with good business practices, and that The System will perform the operations specified in the prevailing User Manuals, and in any modifications made therein or supplements thereto, for the RECIPIENT's system configuration, provided that The System is properly used in full compliance with the documentation and instruction provided by OLI and that The System is not modified or altered by the RECIPIENT.

Except as provided above, OLI makes no other warranties whatsoever, either express or implied, concerning The System or the Services, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

In no event will OLI be liable for consequential, special, indirect, incidental or punitive damages suffered by the RECIPIENT or others from use of The System or receipt of the Services, even if OLI has been advised of the possibility of such damages.

9. NO WAIVER

The failure of OLI or the RECIPIENT in any one or more instances to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such provisions on any future occasion.

10. RECIPIENT, SUCCESSORS AND ASSIGNS

The entity named as the RECIPIENT on the front page of the Agreement includes its divisions and departments. In the event the RECIPIENT desires that Services provided to the RECIPIENT also be made available to any parent, subsidiary or other entity affiliated with the RECIPIENT, the RECIPIENT may request OLI to extend the Services granted herein to such other entity, but OLI may withhold such consent or condition such consent on the payment of additional fees or other requirements as OLI shall in its sole and absolute discretion require.

11. NOTICES

Any written notice required or provided for under the terms of this Agreement shall be given and be deemed to have been duly served either (1) by delivering same in person to the individual or an officer of the party for which it is intended, or (2) by a Facsimile transmission and marked for the attention of the party for whom it is intended or (3) by mail, postage prepaid, addressed to the respective party as follows:

COMPANY: Andrew Rafal, OLI Systems, Inc., 240 Cedar Knolls Road, Suite 301, Cedar Knolls, NJ 07927;

RECIPIENT:
Attn.:

12. TERMINATION

Subject to the RECIPIENT's right of nonrenewal set forth below, this Agreement shall be renewed by the parties on an annual basis, with no interruption, upon terms indicating that the cost of subsequent Services shall equal no less than twenty percent (20%) of the amount of the prevailing price payable by the RECIPIENT in connection with its associated lease of The System. Any interruption in the renewal and consecutive terms of this Agreement will result in the Agreement being void and terminated. In the event of such automatic termination, this Agreement and associated Services can only be reinstated following the payment by the RECIPIENT of any payments that would have been due under the consecutive renewal of this Agreement.

The RECIPIENT shall be responsible for abiding by the terms of this Agreement including all of the amounts due provided herein for the full term specified in this Agreement. The RECIPIENT may terminate this Agreement at the completion of the term specified in this Agreement. In such event, the RECIPIENT shall notify OLI, in writing delivered no later than sixty (60) days prior to the expiration of such term, of its intention to forego renewal of this Agreement.

13. INDEPENDENT CONTRACTORS

OLI and the RECIPIENT are not and will not be considered as joint venturers, partners or agents of each other and neither will have the power to bind or obligate the other except as set forth in this Agreement; and the parties shall at all times be and remain independent contractors. The personnel of OLI performing the Services are not and will not be deemed to be employees of the RECIPIENT, and the RECIPIENT will not pay or withhold from any payments owed by the RECIPIENT to OLI under this Agreement any federal, state or local income or payroll-based taxes or other amounts.

14. ENTIRE AGREEMENT

This Agreement, along with the separate Lease Agreement for the System between OLI and the RECIPIENT, constitutes the entire agreement between OLI and the RECIPIENT and supersedes all previous communications, representation or agreements, either written or oral, with respect to the subject matter of this Agreement. If any of the provisions, or portions thereof, of this Agreement are invalid under any applicable statute or rule of law, they are to that extent to be

deemed omitted and the validity of the remaining portions shall not be affected thereby.

15. GOVERNING LAW

This Agreement will be governed by the laws of the state of New Jersey.

ATTACHMENT A

This is ATTACHMENT A of the Maintenance and Support Services Agreement between OLI Systems, Inc. and

This Attachment defines the PROGRAMS associated with the Lease Agreement [Reference number] between RECIPIENT and OLI, and the SUPPORT SPECIFICATIONS for which this Maintenance and Support Services Agreement is being made effective.

SUPPORT SPECIFICATIONS

EFFECTIVE DATE:

TERM OF SUPPORT:

FEE:

HARDWARE PLATFORM: PC

ENABLED USERS:

SITE:

ESCALATION: None

PROGRAMS

TYPE & VERSION:

DEFINITIONS

“Software Purchase” or “Software Purchaser” means the leasing of The System by a RECIPIENT for a period of fifty (50) to ninety-nine (99) years as per the signed Lease Agreement between OLI and RECIPIENT memorializing such purchase.

Accepted by: OLI SYSTEMS, INC.

Accepted by:

By: _____
Andre Anderko – Chief Technology Officer

By: _____
Signature - Title

Date: _____

Date: _____