

MASTER SOFTWARE LICENSE, MAINTENANCE & PROFESSIONAL SERVICES AGREEMENT

This Master Software License, Maintenance and Professional Services Agreement (the "Agreement") is effective , 2017, between Diona DAC, ,(DAC number 514053) incorporated as a designated activity company in the Republic of Ireland having its registered office at Grattan House, Lower Mount Street, Dublin 2 Ireland. ("**Diona**"), and ("**Customer**").

This Agreement describes the terms and conditions that will apply to licenses for Diona's products that Customer purchases from, and maintenance services and professional services and training from Diona relating to those licensed products. This Agreement consists of specific terms and conditions relating to Licenses, Maintenance and Professional Services and Training, general terms and conditions relating to the relationship between the parties, the defined terms specified in a License Schedule to this Agreement, and the terms and conditions in any Schedule.

Diona's products include its suite of Diona Mobility Solutions that provide purpose-specific Health and Social Care functionality that enables customers to efficiently deploy solutions to mobile devices such as smartphones and tablets. These products are designed so that Customer may bundle, configure and deploy mobile solutions for processing and automation of End Customer's social program delivery as described in a License Schedule to this Agreement. Customer may integrate these mobile solutions to its other systems through Connector facilities. Customer may also, if required, obtain maintenance services under a License or Maintenance Schedule to this Agreement and professional services and training under a Work Order to this Agreement.

For the purposes of the Agreement and any Schedule, the following definitions will apply, unless otherwise expressly stated:

"Affiliates" are (i) those entities specifically identified as Affiliates in an applicable Schedule, or (ii) that control, are controlled by, or are under common control with the Customer. Affiliates may be entitled, subject to the terms of this Agreement and the applicable Schedule, to license Software, use Software licensed by Customer, or purchase maintenance or professional services. For the purpose of any Schedule to which an Affiliate is a party, the Affiliate will be considered the Customer for purposes of the Agreement and such Schedule.

"Connector" means an integration facility that permits the Software to call third party applications for data or processing.

"Documentation" consists of user manuals for the Software, which are provided to Customer in electronic form at the time of delivery of the Software.

"License Schedule", "Maintenance Schedule" or "Work Order" means a signed agreement to license products, purchase license subscriptions or maintenance or purchase professional services from Diona. License Schedules, Cloud Subscription Schedules, Maintenance Schedules and Work Orders are referred to collectively as **"Schedules"**. Each Schedule, once signed, will be non-cancelable and non-refundable, except to the extent expressly provided in this Agreement or such Schedule or under applicable law.

"Pre-Existing Materials" means processes, methods, software (including but not limited to the Software), related documentation, designs and know-how, which Diona conceived independently of the services for Customer and without the use of any Customer Confidential Information.

"Scope of Use" means the right of Customer to use the Software specified in an applicable License Schedule. Any extension of the licensed Scope of Use shall be subject to payment of additional License fee(s).

"Software" will mean the licensed software listed in the applicable License Schedule, including any service packs, upgrades or other releases provided to Customer pursuant to a paid maintenance agreement. The Software includes the Diona Mobility solutions and associated Diona Mobility modules and source code generated by the Software, if any.

"Technology Platform" will mean hardware, operating system, database, web browser, application server or other software with which the Software is intended for use.

"User" is a person who uses the Software in a particular way as further defined in the applicable License Schedule.

Licenses

1. License Grant.

- (a) Diona grants to Customer a license to use the Software in object form, as specified in each applicable License Schedule. This license is non-exclusive and non-transferable, except to End Customer or as provided in

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Paragraphs 15(b), and Diona retains all rights not expressly granted to Customer in this Agreement.

- (b) Customer may use the Software (a) solely in connection with the Licensed Purpose and only for the Scope of Use as agreed in each applicable License Schedule and in accordance with the Documentation and (b) use the Documentation solely in connection with Customer's authorised use of the Software. Customer may permit its authorized third-party contractors, agents and service providers who are under an obligation of confidentiality at least as restrictive as the obligations under this Agreement to use the Software exclusively for the benefit of Customer and subject in all respects to the terms of this Agreement. Customer agrees to be responsible for such third-party contractors, agents and services providers and shall ensure their compliance with the terms of this Agreement.
- (c) Unless specifically authorised by law, Customer may not reverse engineer, decompile, disassemble or otherwise attempt to determine source code or protocols from the Software. Customer agrees not to lease or sublicense the Software to any third party or otherwise use it except as permitted under this Agreement or the applicable Schedule. All copies of the Software will contain Diona's copyright notice.
- (d) In each License Schedule, Customer will commit to purchase the Software licenses listed for development, testing and production use. Customer will not use shared User IDs, or aggregating technologies such as concentrators, multiplexers, gateways or edge servers, to avoid or reduce the counting of individuals that use the Software.
- (e) Diona retains all right, title and interest to the Software and any derivatives, modifications and enhancements.

2. Escrow of Source Code.

At Customer's written election, Diona will escrow the source code to the Software with Iron Mountain Intellectual Property Management, Inc., or Diona's then-current escrow agent, on the condition that Customer pay for all fees and expenses associated with its escrow account, including the costs for any verification of the deposit materials.

Maintenance

3. Maintenance.

In a License Schedule, Customer may purchase maintenance services as described in the applicable Schedule. The following terms and conditions will apply to maintenance services:

- (a) The maintenance term under each License Schedule will automatically renew for successive annual terms, at the then-current fees under such License Schedule, subject to annual inflation adjustments in accordance with Section 6, unless either party provides prior written notice of its intent not to renew maintenance at least 60 days prior to the expiration of the then-current term. If Customer elects not to renew maintenance, the election must be for all of the Software licensed under the applicable License Schedule. In addition, if Customer cancels maintenance under any License Schedule, it agrees that it cannot use maintenance services that remain in effect under another License Schedule for the benefit of the Application that is covered by the License Schedule for which maintenance was cancelled. The maintenance fees for each term will be due and payable thirty days in advance.
- (b) If the Customer licenses the Software for additional use, the corresponding maintenance fee will be assessed at the applicable percentage of the license fee, as adjusted for annual inflation increases in accordance with Section 6. Any such additional maintenance fee will be prorated to reflect the period of time remaining in the then-current term and will be payable from the date the additional usage is licensed.
- (c) In the event that Customer elects not to renew maintenance, and then later elects to renew maintenance, any reinstatement of maintenance services will be subject to the mutual agreement of the parties and Customer's payment to Diona of 120% of all fees that would have been payable from the time that Customer discontinued maintenance to the time of its reinstatement.

Professional Services and Training

4. Performance of Professional Services; Deliverables.

- (a) Diona may provide services under a mutually-agreed Work Order, including consulting, installation support, and access to training courses.
- (b) Subject to Paragraph 1 (e) above, all deliverables that Diona creates during the course of services for Customer under this Agreement will be a "work made for hire" and will become, effective upon payment by Customer in full, the exclusive property of Customer. Customer will also retain all right, title and interest in any

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configurations and customisations of the Software that Customer develops for itself using the Software. Customer grants Diona a non-exclusive, transferable, fully-paid license to use any portion of deliverables that perform generic functions which do not embody Customer's Confidential Information. So long as Diona has not used any Customer Confidential Information, Customer agrees not to challenge or make claims against any Diona products or services.

- (c) Diona may use its Pre-Existing Materials in the course of providing services to the Customer. Pre-existing Materials (and all derivatives, modifications and enhancements to such Pre-Existing Materials) will at all times remain the property of Diona, and Customer will receive a non-exclusive, fully-paid license to use the Pre-Existing Materials in connection with the deliverables to which they relate.

General Terms and Conditions

5. Term.

- (a) This Agreement is binding upon signing and will continue through the term of its Schedules.
- (b) In the event that Diona commits a material breach of this Agreement or any Schedule, and such breach is uncured for 30 days following receipt of Customer's written notice to Diona specifying the breach, Customer may terminate in writing this Agreement and any Schedule to which the breach relates. In the event that Customer commits a material breach of this Agreement or any Schedule, including non-payment, and such breach is uncured for 30 days following Diona's written notice to the Customer specifying the breach, Diona reserves the right to either suspend or terminate Customer's use of the Software or Diona's provision of maintenance or other services.
- (c) Either party may, by written notice to the other party, terminate this Agreement or any Schedule in the event a party terminates or suspends its business, becomes insolvent, admits in writing to its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, becomes subject to direct control of a trustee, receiver or similar authority, or becomes subject to any other bankruptcy or insolvency proceedings not dismissed within 60 days.
- (d) If the Agreement is terminated or expires, each party will return to the other, or certify in writing the destruction of, any Confidential Information (as defined below) or property of the other. Termination will be subject to payment for all Software or services that Customer had received prior to the effective date of termination. If a License Schedule is terminated or expires, all licenses granted under that Schedule will terminate.
- (e) Sections 1(c), 1(e), 5(d), 6 through 11, and 15 will survive the termination of this Agreement.

6. Fees.

Fees and expenses are specified in the applicable Schedule and are payable in Great British Pounds GBP (£), unless otherwise specified. All payments are due within 30 days of the date of Diona's invoice, and will be subject to a late charge of the lesser of 1.5% per month or the greatest amount permitted by law if unpaid for 30 days or more from the invoice date. To the extent that Customer requires the issuance of a purchase order before it can make payment, Customer's delay in issuing the purchase order prior to the due date will not affect Customer's obligation to pay the applicable late charge.

Once due, all fees are non-cancelable and non-refundable, except to the extent expressly provided in this Agreement or such Schedule or under applicable law. Upon termination of the Agreement or any Schedule, the payment obligation for all fees for the full applicable term will be paid to Diona at the time of termination of this Agreement or the Schedule. Professional Services fees and Maintenance fees for future years will be subject to the annual increase in the local Consumer Price Index.

7. Taxes.

- (a) Customer is responsible for any applicable taxes, including any applicable sales, use, GST, VAT, customs, or excise tax, excluding only those taxes based upon the net income of Diona.
- (b) Certain jurisdictions may not tax Internet (web) delivery of software (or provide for a reduced tax), which is subject to change (without notice) and is dependent on the laws of individual jurisdictions. By checking the box on the applicable License Schedule, the Customer may elect for ALL Software from Diona to be delivered via the Internet. The Customer acknowledges and agrees that if tax shipment rules change; if there is an error in the interpretation of these tax rules; or if a final determination by a taxing authority – by ruling or by audit – concludes that the sale is subject to tax, the Customer accepts responsibility for any tax assessed on the Software, maintenance and or services provided under this electronic shipment election.

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8. Representations and Warranties.

- (a) Each party represents and warrants that entering into and carrying out the terms and conditions of this Agreement will not violate any obligation binding upon it; that each party will comply with all applicable laws in connection with its performance under this Agreement; and that the executing persons have the authority to bind their respective parties.
- (b) Diona warrants that for a period of 90 days from the initial delivery of the Software:
 - (i) The Software will operate substantially in accordance with its Documentation; and
 - (ii) No disruptive or corrupting software will be introduced into the Software by Diona or its employees. Customer will conduct virus-checking procedures before allowing installation or using the Software, and for each new version, upgrade or service pack.Diona will, at its election, promptly repair the Software to resolve any failure of these warranties, which can be replicated or verified, or replace the Software with a corrected version. These remedies will be Customer's exclusive remedy for any failures of these warranties. In order for Customer to invoke these remedies, Customer must provide written notice to Diona within the warranty period, expressly outlining the nature of the alleged failure or breach.
- (c) The foregoing warranties will be void to the extent that any failure of such warranties is caused by (i) anyone other than a Diona employee modifying the Software (unless Diona authorises the change in writing), or (ii) non-Diona software or hardware.
- (d) Diona warrants that all services provided under this Agreement will be performed in a professional manner, consistent with applicable and prevailing industry standards.
- (e) EXCEPT AS EXPRESSLY STATED IN THIS SECTION, DIONA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

9. Confidentiality.

- (a) **"Confidential Information"** means all non-public information provided by or on behalf of a party to the other party related to the disclosing party's business, including but not limited to Diona's Software and Documentation. For the avoidance of doubt, Customer's Confidential Information also includes any information that is protected by applicable law, statute or regulation, including the Health Insurance Portability and Accountability Act and the Gramm-Leach Bliley Act.
- (b) Each party agrees that any Confidential Information it receives from the other is the exclusive proprietary property of the disclosing party and may include trade secrets and other highly confidential information.
- (c) Each party agrees to receive and hold any Confidential Information in confidence and agrees:
 - (i) not to disclose or publish any Confidential Information to third parties;
 - (ii) not to use any Confidential Information except for those purposes specifically authorised by the disclosing party;
 - (iii) not to use any Confidential Information to unfairly compete with the disclosing party;
 - (iv) to restrict access to Confidential Information to those of its officers, directors, agents and employees who have a need to know, have been advised of the confidential nature of the Confidential Information, and who are under obligations of confidentiality to the receiving party; and
 - (v) to follow the other party's reasonable on-site security procedures.
- (d) The above confidentiality provisions will not apply to information that:
 - (i) is in the public domain at the time of its disclosure;
 - (ii) is disclosed with the prior written consent of the disclosing party;
 - (iii) becomes known to the receiving party from a source other than the disclosing party, provided such source is legally entitled to have and disclose the information;
 - (iv) is independently developed by a receiving party without use of the Confidential Information of the disclosing party, as demonstrated by written records of such receiving party; or
 - (v) is required to be disclosed by a court or regulatory authority or because of laws, rules or regulations.
- (e) Diona will own and be free to use any ideas or suggestions that directly relate to Diona's products or business and do not contain Customer Confidential Information. For example, Diona will be free to incorporate any suggested repairs, fixes, changes or modifications to the Software into its products.

10. Indemnification.

- (a) Diona will indemnify Customer from, and defend Customer against, any third party claim that the Software

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infringes upon a United States, Australian, Canadian or European Union trademark, copyright, trade secret or patent ("IPR"), except to the extent that the alleged infringement results from modifications to the Software by Customer or a third party or customisations and configurations created by Customer or a third party. In the event that the Software is found to be infringing or if Diona deems it advisable as a result of a claim or threatened claim, Diona will, in its reasonable discretion:

- (i) procure for Customer the right to continue using the Software;
- (ii) replace or modify the Software so that it becomes non-infringing; or
- (iii) in the event that Diona cannot reasonably do the foregoing in its discretion, terminate the particular Schedule to which the IPR infringement claim relates and refund the Software license fees associated with such Schedule, depreciated on a straight-line five-year basis.

These remedies will be Customer's sole remedy for any IPR infringement claims.

- (b) Customer will indemnify Diona from, and defend Diona against, any claim from a third party that (i) (other than an IPR claim) arises from any use of the Software by Customer that is not in compliance with the terms of this Agreement or the applicable Schedules, or (ii) alleges that any of the Customer customisations and configurations infringe or misappropriate any third-party intellectual property.
- (c) In asserting any claim for indemnification, the relevant party must provide prompt written notice describing the claim, and cooperate in all reasonable ways with the indemnifying party. The indemnifying party will be entitled to control any proceedings or litigation for which it is indemnifying the other party, except that the indemnifying party will not, without the other party's prior written consent (not to be unreasonably withheld), enter into any settlement that would require the other party to take any action, or refrain from taking any action, other than permitting the indemnifying party to pay money damages on its behalf.

11. Limitation of Liability.

11.1 Diona shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

11.2 Subject always to Paragraphs 11.3 and 11.4:

11.2.1 the aggregate liability of the Diona in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the fees paid or payable to the Diona; and

11.2.2 except in the case of claims arising under Paragraph 10 , in no event shall Diona be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

11.3 Nothing in the Agreement shall be construed to limit or exclude either party's liability for:

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11.3.1 death or personal injury caused by its negligence or that of its staff;

11.3.2 fraud or fraudulent misrepresentation by it or that of its staff; or

11.3.3 any other matter which, by law, may not be excluded or limited.

11.4 Diona's liability under the indemnity in Paragraph 10 shall be unlimited.

12. Outsourcing.

Customer will be permitted to allow a third party service provider to operate the Software as part of a technology outsourcing arrangement or to assist Customer in the development of an application, provided that: (a) such use is solely for the benefit of Customer and subject to the terms and conditions of this Agreement; and (b) Customer informs Diona in writing and provides reasonable assurances that the requirements of this Section have been satisfied.

13. Notices.

Any notices under this Agreement will be in writing and sent by certified mail, return receipt requested, or by a nationally or internationally recognized overnight delivery service, to:

Diona: Diona DAC.
Grattan House, Mount Street Lower, Dublin 2, Ireland
Attention: General Counsel

Customer:

14. Insurance.

Diona shall maintain at its own cost policies of insurance for professional indemnity insurance, public liability insurance and employer's liability insurance (and increase such cover appropriately from time to time) which shall provide appropriate cover with respect to any liability that Diona may incur in respect of any act or default for which Diona may become liable to the Customer for under the terms of this Agreement

15. Additional Terms and Conditions.

- (a) Cooperation. The parties agree that they will cooperate at all times in good faith. In the event of any dispute, which cannot be readily resolved within 30 days, the parties will each escalate the matter to senior management who will meet in person or by telephone within 15 days of receipt of notice of the dispute, to attempt to resolve the open issues.
- (b) Assignment or Delegation. Neither party may assign or delegate any rights or obligations under this Agreement or any Schedule without the other party's prior written consent, except that either party may assign the entirety of its rights and obligations under this Agreement (i) to its parent company or an Affiliate, or (ii) in connection with a governmental re-organization, merger or sale of a business unit or majority stock ownership, subject to Section 15(c) and provided that the successor party assumes the rights and obligations in writing and has adequate resources to meet its obligations and Customer notifies Diona in writing prior to the assignment. Any assignment is subject to the terms and conditions of this Agreement.
- (c) Customer Combinations. In the event that Customer should merge with another governmental entity, acquire, or be acquired by another entity (collectively, a "**Combination**"), the resulting combined entity may only use the Software within the scope of the Customer's licensed use at the time of the Combination.
- (d) Non-Solicitation. Neither party will hire or contract with, either as an employee or an independent contractor (either directly or through a third party), any Covered Personnel of the other party. The term "**Covered Personnel**" of a party will mean that party's employees or any contractors retained by that party who are professional services personnel or who were involved in the performance of this Agreement within the preceding six-month period, or any person who would have been considered Covered Personnel but for having terminated employment or contractual relationship within the past six months. Breach of this Paragraph will constitute a material breach of this Agreement.
- (e) Export Compliance. The export and re-export of the Software and any Diona technology may be subject to export and import controls under the laws and regulations of certain countries. Customer agrees, at all times, to comply fully with these controls, laws and regulations.
- (f) U.S. Government Contracts. The Software is a commercial product, licensed on the open market; developed entirely at private expense; and without the use of any U.S. Government funds. Use, duplication or disclosure

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by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19.

- (g) Cooperation; Usage Validation. Diona and Customer agree that each will execute and deliver documents, including confirmations to Diona auditors, and take such other actions as may reasonably be requested to effect the transactions contemplated by this Agreement. Diona reserves the right, upon reasonable prior notice, to validate Customer's usage of the Software and its compliance under this Agreement.
- (h) Force Majeure. Neither party will be responsible for performance delays caused by circumstances outside its reasonable control.
- (i) No Waiver. Neither a failure of a party to exercise any power or right under this Agreement, nor a custom or practice of the parties with regard to the terms or performance under this Agreement, will constitute a waiver of the rights of such party to demand full compliance with the terms of the Agreement.
- (j) Counterparts. This Agreement may be signed in counterparts, including facsimile or PDF counterparts or electronic signatures, each of which will be legally binding.
- (k) Entire Understanding. This Agreement and its Schedules constitute the entire understanding of the parties with respect to the Software and supersedes all previous agreements, statements and understandings from or between the parties regarding the subject matter of this Agreement. This Agreement also supersedes any conflicting language contained in any applicable past or future purchase order regarding the subject matter of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any Schedule, the terms of the applicable Schedule will control. This Agreement will not be modified except in a writing signed by an authorized representative of each party.
- (l) Enforceability. If any portion of this Agreement is declared by a court of competent jurisdiction to be overbroad or unenforceable, the remainder of this Agreement will be valid and enforceable to the fullest extent permitted.
- (m) Governing Law. This Agreement will be governed exclusively by the laws of England excluding its conflicts of laws provisions.

Agreed:

Diona DAC.

By: _____

Name: _____

Title: _____

Date: _____

Customer

By: _____

Name: _____

Title: _____

Date: _____

Diona Cloud Subscription Schedule

This Diona Cloud Subscription Schedule (the "Schedule"), dated _____, 2017 (the "Effective Date"), is subject to the terms and conditions of the Master Software License, Maintenance and Professional Services Agreement (the "Agreement") between the _____ ("Customer") and Diona DAC. ("Diona"), dated _____ 201. Where there is a conflict between this Schedule and the Agreement, this Schedule will govern. The terms defined on Exhibit 1 will apply to this Schedule.

Customer desires to receive a subscription to Diona's Cloud Subscription Service (the "Subscription") to configure, test, and deploy into the its environment, Diona Mobile Visits and Early Years assessments under the terms described in this Schedule.

1. Description of the Subscription.

During the Term specified below, Diona will provide Customer the following:

Diona Mobility Software	
Mobile Platforms	
Number of Users	
Maintenance for the Subscription	Maintenance for the Subscription is fully described on Exhibit 2. Maintenance will be provided 24x7.
Hardware	•
Backup Storage	•
Monitoring	•
Support	• Subscription Support as per Exhibit 2 hereto

2. Usage Rights.

Customer may use the Subscription on the following terms:

Licensed Purpose	
Development and Test	Customer may use a copy of the Software on the pre-production instance for developing, testing, and concept-proving Applications.
One Pre-Production Environment Included	Yes ____ No ____

3. Term.

The initial term of this Schedule will be from the Effective Date until _____ (the "Initial Term"). The Initial Term can be renewed for 12 month terms (each, a "Renewal Term") unless Customer provides written notice of termination at least 30 days prior to the expiration of the then-current term. The Initial Term and any Renewal Terms are together referred to as the "Term."

4. Subscription Fees and Payment Schedule.

- a. In consideration for providing the Subscription, Customer will pay Diona the following monthly subscription fees based on their implementation needs:

	Development/Test Instances and Pre-Production Environment	Production
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Diona Cloud Subscription Schedule

Diona Mobility Software		
Subscription for the Initial Term, of £ per month		£1
Subscription configuration services as per proposal dated 25 November, 2016		
Total Subscription Fee for the Initial Term		£

- b. The total Subscription Fee will be payable on _____ and will be invoiced 30 days in advance. Once due, all fees are nonrefundable and non-cancelable.
5. Additional Purchase Options.
- During the Term, Customer may purchase additional usage at the then current terms and conditions applicable for Subscription Services.
 - Purchases of additional usage will be exercised by sending a purchase order or written notice to Diona. The term for any additional usage purchased will be co-terminus with the Term of this Subscription. The fees for additional usage set forth above are subject to adjustment by way of a fair and reasonable agreement between the Parties based on the then current terms and conditions. The terms of the Agreement will govern any purchase order, and any terms that may be printed on the purchase order will be of no force and effect.
 - If Customer exceeds any of its Usage Rights, then Diona will invoice Customer for the additional usage per the pricing set forth in the table in Section 4a.
6. Diona Responsibilities.
Diona will:
- Use commercially reasonable efforts to make the Subscription available 24 hours a day, 7 days a week, other than as described in Section 9 below.
 - Provide the Subscription in accordance with all applicable laws and government regulations.
 - Assist Customer with VPN connectivity set-up between the Cloud and Customer's datacenter.
7. Customer Responsibilities.
Customer will:
- Be responsible for the accuracy, quality, integrity and legality of Customer's Applications (save for the Software), content and data and for the quality and configuration of the Applications and the performance of such Applications. Customer may engage Diona for performance tuning services upon fees and terms mutually agreed upon by the parties.
 - Use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription, and notify Diona promptly of any such unauthorized access or use.
 - Use the Subscription only in accordance with its documentation and applicable laws and government regulations.
 - If Customer desires to do so, migrate Customer Applications to newer releases of the Software (provided that Customer may engage Diona's professional services department to assist in this area by separate written agreement).
 - Not (i) sell, resell, rent, outsource, timeshare or otherwise lease the Subscription, or (ii) use the Subscription to store or transmit content or data that is invasive of privacy, infringing, obscene, libelous, or that is otherwise unlawful or tortious or to carry out infringing or unlawful activities.
8. Service Levels.
- Diona will use commercially reasonable efforts to make the Subscription available within the SLA. In the event the Subscription does not meet the SLA for any Subscription Month, Customer will be eligible to receive a Subscription Credit equal to 10% of the fees for such Eligible Credit Period as described below.
 - Diona will apply Subscription Credits against fees due under this Schedule for the Subscription in future months. Subscription Credits will not entitle Customer to any refund for fees paid for the Subscription, or for any credit against fees due for any other software or services provided by Diona. Customer's sole and exclusive remedy for any Unavailability or failure to meet the SLA is the receipt of a Subscription Credit as described in this section.

Diona Cloud Subscription Schedule

Any downtime that is the basis for a successful Subscription Credit claim cannot be the basis for a future claim. To receive a Subscription Credit, Customer must submit a written request to Diona that includes the dates and times of each incident of Unavailability along with server request logs that document the errors and outage, within 30 days of the end of the Subscription Month in which the Unavailability occurred. If the Monthly Uptime Percentage of such request is confirmed by Diona to be less than 95% for the Subscription Month, then Diona will issue the Subscription Credit to Customer within one billing cycle following the month in which the request occurred.

- c. The Subscription Commitment does not apply to any unavailability, suspension or termination of the Subscription that (i) result from Subscription Suspensions, (ii) result from any actions or inactions of Customer or any third party, (iii) result from Customer's Application, data, equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Diona's direct control) or (iv) arise from Diona's valid suspension and termination of Customer's right to use the Subscription.

9. Suspension of Subscription.

- a. Customer acknowledges that (i) Customer's access to and use of the Subscription may be suspended for the duration of any unanticipated or unscheduled downtime for any reason, including as a result of power outages, system failures or other interruptions outside of Diona's reasonable control, and (ii) Diona may suspend access to any portion or all of the Subscription due to a Subscription Suspension.
- b. Diona will have no liability for any damage, liabilities, or other losses that Customer may incur as a result of any suspension of access to the Subscription pursuant to Section 9a. Diona will use reasonable efforts to provide Customer email notice of any Subscription Suspension and updates regarding resumption of the Subscription following any such suspension.

10. Security.

- a. Diona agrees that it will adhere to the security protocols described on Exhibit 3 to this Schedule.
- b. Other than the Diona Subscription Support described in Exhibit 2 and the Diona Cloud security protocols described on Exhibit 3, Customer acknowledges that it is responsible for security, protection and backup of its content, data and Applications. Customer is fully responsible for its Application. Customer should protect its authentication keys and security credentials. Actions taken using Customer's credentials will be deemed to be actions taken by Customer and will be the responsibility of Customer.

11. Changes in the Terms of Use.

- a. The Subscription is subject to limitations determined by Diona's third party provider Amazon. In the event that Amazon amends its terms of service applicable to Customer's use of the Subscription, Diona may amend any and all corresponding and applicable terms in this Schedule.
- b. Diona may also amend these terms of service to comply with changes in applicable law and as deemed necessary by Diona to ensure the security and performance of the Subscription.
- c. Amendments will be effective 10 days after being provided to the Customer, either by email or by posting on the Diona Software Support Services portal, provided that if Customer objects to any modification to this Schedule, Customer will have the right, as its sole and exclusive remedy, to terminate this Schedule by providing Diona with written notice within such 10 day period and to stop using the Subscription at the end of such 10 day period.

12. Delivery and Acceptance.

Diona will create and email to Customer a Software User ID and Password which will allow Customer to access and use the Subscription. The Subscription will be accepted upon delivery ("Acceptance"). This acceptance is not dependent on any remaining services, conditions or contingencies, and there are no other written or verbal agreements with respect to acceptance. For the duration of the Subscription, the Customer shall not be entitled to take possession of the Software licensed herein.

13. Other Terms.

- a. EXCEPT FOR THOSE WARRANTIES EXPRESSLY CONTAINED IN THE AGREEMENT, DIONA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
- b. This Schedule and the Agreement constitute the entire understanding of the parties with respect to the Subscription to be provided under this Schedule.

Diona Cloud Subscription Schedule

Agreed:

Diona DAC.

By: _____

Name: _____

Title: _____

Date: _____

Customer

By: _____

Name: _____

Title: _____

Date: _____

Diona Cloud Subscription Schedule

EXHIBIT 1 DEFINITIONS

The following definitions will apply:

“Application” means a collection of the Software, third party tools and any applicable integration related rules and processes that provides specific business functionality and is released to production as a unit. Each Solution is documented in the Software as a Solution Bundle.

“Cloud” means a set of virtual computer servers and related services.

“Development/Test Instance” means an Instance to be used in conjunction with development or testing of Applications or user training.

“Eligible Credit Period” is a single calendar month, and refers to the monthly billing cycle in which the most recent Unavailable event included in the SLA claim occurred.

“Monthly Uptime Percentage” is calculated by dividing each hour into five minute periods, and then determining during which, if any, of those five minute periods, the Subscription was Unavailable, subtracting that number from the total number of such minute periods in the Subscription Month during which the Subscription was scheduled to be available (the “Scheduled Availability Number”) and dividing that number by the Scheduled Availability Number. If Customer has been using the Subscription for less than a full calendar month, the Subscription Month is still the preceding calendar month but any days in such month that are prior to the commencement of use of the Subscription will be deemed to have had 100% availability. Monthly Uptime Percentage measurements exclude downtime resulting from a Subscription Suspension.

“Pre-Production Environment” means 1 application server Instances and 1 database Instance.

“Subscription” means the provision of the Diona software and hosting to the Customer on the terms described in this Schedule.

“Subscription Month” means each applicable calendar month in which the Subscription is contracted to be provided.

“Subscription Suspension” means the unavailability of the Subscription (a) during weekends or on weekdays between 11:00pm and 5:00am Customer’s local time zone with at least 3 days’ notice (provided via Diona’s Software Support Services portal) for scheduled downtime to permit Diona to conduct maintenance or make modifications to the Subscription, (b) in the event any third party service providers that provide infrastructure for the Subscription cease providing services, in which case Diona will provide Customer with 30 days written notice and will use reasonable efforts to restore access to the Subscription as soon as commercially feasible, (c) at any time in the event of a denial of service attack or other event that Diona reasonably determines may create a risk to the applicable Subscription, or (d) at any time in the event that Diona reasonably determines that suspension is necessary for legal or regulatory reasons.

“SLA” means a Monthly Uptime Percentage of at least 99.95% during each Subscription Month.

“Software” means the software specified in this Schedule.

“Unavailable” or **“Unavailability”** means that all of the Subscription is unresponsive during a five-minute period and Customer is unable to launch replacement instances in order to access the Subscription.

“User” is a person that uses the Software in the applicable month.

Diona Cloud Subscription Schedule

EXHIBIT 2 SUBSCRIPTION SUPPORT

Diona will provide Customer Subscription Support comprising of Problem Resolution, upgrades and updates to the Diona Software and access to the Diona Software Support Services (together, "Support"). Diona will provide Support in accordance with the procedures described in the Diona Software Support Services Handbook, as updated from time to time. Diona may not update the Support Handbook in a manner that would materially and adversely affect the rights of Customer to Support under this Subscription Support Exhibit.

Diona will support Customer's use of the Diona Software irrespective of its version as long as the parties renew this Subscription Schedule for additional terms, but reserves the right to negotiate an additional Support fee if Customer is using a release of the Diona Software that is older than two versions from the then-most current version.

Problem Resolution

Diona will repair errors or problems with the Software so that the Diona Software operates in substantial accordance with its Documentation. Problem Resolution includes:

- Telephone Support: Diona will accept calls from Customer's designated contacts and work with the Customer to provide relief and/or a permanent solution.
- Customers designated contacts: Customer may change these contacts upon written notice to Diona.

Managed Services		
Help Desk Support Services	The Help Desk will provide a single point of contact for support of the Subscription.	24/7 support
Availability monitoring	Monitoring and restarting of the Instances as needed.	24/7 support
Server Management and Operating System Administration Service	At the Customer's request, assist in: <ul style="list-style-type: none">• Configuration of the application server• Managing firewall settings• Applying patches as requested	24/7 support
Database Administration services	Database backups: <ul style="list-style-type: none">• Scheduled backups of database server and configurations	As scheduled
Application migration services	At Customer's request, assist in migrating Customer's Application from one environment to another.	As scheduled
Up to specified number of "Defined Names" authorized to contact Diona for Subscription Services	Up to 5 Customer contact names	
Number of Calls	Unlimited	
Telephone support within coverage hours	Included	
Secure access to Knowledge Base FTP site	Included	

Diona is not responsible for errors caused by (a) non-Diona software or hardware, (b) unauthorized modifications to the Diona Software, or (c) failure to follow the operating procedures described in the Diona Software documentation, or those errors that Customer cannot reproduce under test conditions.

Diona Cloud Subscription Schedule

SUPPORT SERVICE LEVEL AGREEMENTS

The section defines the severity levels of issues/problems impacting the business.

Severity	Definition
S1 - High Priority	When the Subscription is unavailable for all users or a department.
S2 - Medium Priority	When there are problems with the Subscription, but the Subscription can still work or requires information to fix the issue.
S3 - Low Priority	When a Customer has a problem and also has a workaround.
S4 - Lowest Priority	When a Customer has a problem that does not materially affect the use of the System.

MINIMAL SERVICE LEVEL PREMIUM SUPPORT

Severity	Response Time	Target Resolution Time	Service Level Agreement
S1	15 min	2 hours	99.95%
S2	2 hours	8 hours	99.95%
S3	4 hours	24 hours	99.95%
S4	16 hours	40 hours	99.95%

Software Updates

Software Updates support the evolution of the Diona Software. They periodically consist of:

- Service Packs: Sets of modifications for published generally available Software releases primarily designed to address functional defects only.
- Documentation Updates: Reflect changes to Software documentation and help files.

Upgrades

Upgrades provide new functionality and enhancements to the Diona Software within the functional domain of the licensed components.

Diona Cloud Subscription Schedule

EXHIBIT 3 SECURITY

- a. **Access Control:** Implement access control measures restricting access to applications, data, and software to only those entities that have a documented, current business need. These measures shall meet the requirements of the security policies required by the Customer (e.g.HIPAA, FedRAMP, SOX, and/or others as required). Access to the controlled systems shall be locked down by subnet, port, protocol, server, role, and user to allow only the access required for the business function.
- b. **Audit Controls:** Implement audit control mechanisms to record, monitor, and examine system activity, including data access activities. Maintain full logs of monitored activities for at least three years trailing.
- c. **Authorization Control:** Implement a mechanism for controlling the authorization of individuals, organizations, and roles to access applications, data, and software. Integrate with Customer's existing identity management solution where one exists to enable single sign-on and centralized identity management. Assure supervision of personnel performing technical systems maintenance activities by authorized, knowledgeable persons. Ensure that system users, including technical maintenance personnel are trained in system security.
- d. **Data Authentication:** Create audit trail providing corroboration that data has not been altered or destroyed in an unauthorized manner.
- e. **Entity Authentication:** Implement entity authentication technologies, including automatic logout and unique user identification through a password or equivalent system. Passwords or other user tokens shall be required to follow robust, documented policy requirements including:
 - a. Periodic reset/renewal every six months or less (Password ageing)
 - b. Complexity and length requirements in the case of passwords
 - i. No dictionary words
 - ii. No dates
 - iii. Mixed character types (at least three of lowercase, uppercase, numerals, and punctuation)
 - c. Lockouts after five unsuccessful authentication attempts
- f. **Encryption in Flight:** Communications over a network containing sensitive data shall be encrypted through SSL or a VPN tunnel.
- g. **Business Continuity:** Implement and document business continuity and disaster recovery procedures, including but not limited to incremental data backups taken daily and stored for two weeks trailing, and full data backups taken weekly and stored for four weeks trailing.
- h. **Audits and Policy Compliance:** Documentation and implementation of security policy shall be prepared and supplied to the Customer on demand for ALL of the following policy components:
 - a. A data backup plan
 - b. A disaster recovery plan
 - c. An emergency mode operation plan
 - d. Testing and revision procedures
 - e. Access authorization policies and procedures
 - f. Security testing
 - g. Virus checking
 - h. Security incident response procedures
 - i. Personnel clearance procedures
- i. **Assigned Security Responsibility:** Assign and document the assignment of security responsibility to a specific individual or role within the service provider organization. This responsibility would include the management and supervision of the use of security measures and the conduct of personnel.
- j. **Physical Security:** Implement and document physical access controls (limited access) governing the service provider's location(s) that are used to access Customer's applications, data, and software.