END USER SOFTWARE LICENSE AGREEMENT

This End User Software License Agreement (the "**EULA**" or "**Agreement**") is entered into and made effective as of the date specified in the Purchase Order or similar document (the "**Effective Date**"), by and between VirtualZ Computing Corporation, a Delaware corporation, with its principal place of business at [Insert Principal Place of Business Address] ("**VZC**" or "**Licensor**"), and the [Insert Full Entity Name] with its principal place of business at specified in the [Insert Principal Place of Business Address] ("**Licensee**"). The parties herein may be referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS:

WHEREAS, VZC is the developer and licensor of a proprietary software described below; and

WHEREAS, Licensee wishes to obtain, and VZC is willing to grant, a license to use the Software on the terms and conditions in this EULA.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **License and Support**.

1.1. Procurement Pursuant to Schedule or PO. Should Licensee desires to procure Licensed Products from VZC. Licensee and VZC will execute a "Schedule", a template of which is attached as Exhibit 1 hereto, or issue a Purchase Order ("PO") that will include, at a minimum, the following information: (1) the Licensed Products to be provided by VZC; (2) the type of license purchased and scope of license grant; (3) term of license, (4) license fees, invoice contact and address, payment terms, (5) location of install, (6) reference to this Agreement, (7) Licensee support contact(s), (8) Licensee notice contact. The first Schedule may be executed contemporaneously with this Agreement. In the event of a conflict between this Agreement and a Schedule, the Schedule will take precedence solely for the scope of that individual Schedule and not otherwise amend this Agreement or any other Schedule to this Agreement. Any "pre-printed terms" or other terms and conditions attached to a PO in conflict with this Agreement will be null and void.

1.2. Licensed Products. Executable code of the VZC's proprietary software set forth on applciatble Schedule ("**Software")** and associated documentation published on VZC's website, support or license portals or made available electronically to Licensee ("**Documentation,**" and together with the Software, the "**Licensed Products**").

1.3. Licensed Location. Licensee may run the Software on any Licensee owned platforms as described in the Documentation, including at a properly authorized third party provider

solely for Licensee's benefit; provided that such third party is disclosed, the location of install is provided, and provider complies with all license and support requirements hereunder.

1.4. License Grant. Subject to and conditioned on Licensee's payment of Fees and compliance with all other terms and conditions of this Agreement, VZC hereby grants to Licensee a personal, non-exclusive, non-sublicensable, and non-transferable license to install and use the Software and Documentation during the Term.

1.5. Scope of Licensed Access and Use. The scope of licensed access and use shall be set forth on Schedule 1 with respect to the Licensed Products

1.6. Support**.** VZC will support the Licensed Products per the terms of Exhibit 2 (Support and Maintenance Services) attached hereto.

1.7. License Restrictions. Except as this Agreement expressly permits, Licensee will not, and will not permit any other Person to:

1.7.1. modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements any of the Licensed Products;

1.7.2. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any of the Licensed Products to any Person;

1.7.3. reverse engineer, disassemble, decompile, decode, or adapt any of the Licensed Products, or otherwise attempt to derive or gain access to the source code of any of the Licensed Products, in whole or in part; or

1.7.4. use any of the Licensed Products other than for the that may be further limited in Schedule or PO, or in any manner or for any purpose or application not expressly permitted by this Agreement or the Documentation ("Permitted Use") .

1.8. Open Source Software. The Licensed Products are distributed with open source components necessary to operate the Licensed Product. These open source components are subject to their requisite license agreements as indicated in their distributions. Licensee shall comply with all applicable license agreement with respect to open source components and any breach by Licensee thereof will be deemed a breach of this Agreement.

1.9. Maintenance Releases. During the Term, VZC will provide Licensee with all Maintenance Releases (including updated Documentation) that VZC may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases provided by VZC to Licensee are deemed Software. Licensee will install all Maintenance Releases that are not Emergency Releases as soon as practicable after receipt. Licensee will install all Emergency Releases within 24 hours after receipt. Notwithstanding the support obligations in **Section 1.5 (Support)**, VZC will not be obligated to provide support for any version of the Software prior to the current Maintenance Release. "**Maintenance Release**" means any update, upgrade, release, or other adaptation or modification of the Software, including any updated

Documentation, that VZC may provide to Licensee from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Software. "**Emergency Release**" means a Maintenance Release that corrects critical Errors (High Priority Errors) and is designated as an Emergency Release by VZC in its discretion.

1.10. Feedback**.** Part of this Agreement is to receive feedback for improvement, operability and utility of the Licensed Products. VZC may utilize any feedback received from Licensee without attribution, compensation or royalty and will be considered derivative works owned by VZC.

2. **Fees and Payment**.

2.1. License Fees. Licensee shall pay VZC the license fees set forth in a Schedule or POin accordance with that Schedule and the terms of this Section 2. If no payment terms are stated, all fees will be due thirty (30) days from the date of the Schedule or PO. All fees are non-cancellable once the Schedule is complete or the PO is issued. If the Term is renewed for any Renewal Term(s) pursuant to Section 3.2, Licensee shall pay the then-current standard license fees that Licensor charges for the Licensed Products during the applicable Renewal Term.

2.2. Taxes. All Fees and other amounts payable by Licensee under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Licensee is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Licensee hereunder, other than any taxes imposed on VZC's income.

2.3. Payment. Licensee shall pay all license fees due and owing under this Agreement on or before the payment due date set forth in **Schedule 2**. Licensee shall make all payments hereunder in US dollars by ACH, check or wire transfer to the address or account specified in **Schedule 2** or such other address or account as VZC may specify in writing from time to time.

2.4. Late Payment. If Licensee fails to make any payment when due then, in addition to all other remedies that may be available to VZC:

2.4.1. VZC may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law;

2.4.2. Licensee shall reimburse VZC for all reasonable costs incurred by VZC in collecting any late payment of amounts due or related interest, including attorneys' fees, court costs, and collection agency fees; and

2.4.3. if such failure continues for ten (10) days following written notice thereof, VZC may: (i) disable Licensee's use of the Software (including by means of a disabling code, technology or device); (ii) withhold, suspend or revoke its grant of a license hereunder; and/or (iii) terminate this Agreement under Section 3.3, as applicable.

2.4.4. No Deductions or Setoffs. All amounts payable to VZC under this Agreement shall be paid by Licensee to VZC in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).

3. **Term and Termination**.

3.1. Initial Term. The initial term of this Agreement commences as of the Effective Date and continues in effect until one (1) year from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

3.2. Renewal Term. This Agreement will automatically renew for up to two additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

3.3. Termination. This Agreement may be terminated at any time:

3.3.1. by VZC, effective on written notice to Licensee, if Licensee fails to pay any amount when due under this Agreement, where such failure continues more than fifteen (15) days after VZC's delivery of written notice thereof ("**Payment Failure**");

3.3.2. by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach;

3.3.3. by VZC, effective immediately, if the Licensee: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property.

3.4. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

3.4.1. all rights, licenses and authorizations granted to licensee hereunder will immediately terminate and Licensee will (A) immediately cease all use of and other activities with respect to the Software and Documentation; (B) within fifteen (15) days deliver to VZC, or at VZC's written request destroy, and permanently erase from all devices and systems Licensee directly or indirectly controls, the Software, the Documentation and the VZC's Confidential Information, including all documents, files, and tangible materials (and any partial and complete copies) containing, reflecting, incorporating, or based on any of the foregoing, whether or not modified or merged into other materials; and (C) certify to VZC in a signed written instrument that it has complied with the requirements of this Section 3.4.1; and

3.4.2. all amounts payable by Licensee to VZC of any kind are immediately payable and due no later than fifteen (15) days after the effective date of the expiration or after VZC's termination of this Agreement.

4. **Intellectual Property Rights**.

4.1. Intellectual Property Ownership of Licensed Products. Subject solely to the express license granted by VZC under this Agreement, as between the parties, VZC reserves and retains all right, title, and interest in and to the Licensed Products and VZC's other Confidential Information, including the sole and exclusive ownership of all Intellectual Property Rights relating thereto. Licensee shall and hereby does unconditionally and irrevocably assign to VZC, the entire right, title, and interest that Licensee may have or acquire in any Licensed Product or any of VZC's Confidential Information, including the sole and exclusive ownership of all Intellectual Property Rights relating thereto.

4.2. Rights in Open Source Components. The Licensed Products may be developed with the use of, include, or operate in conjunction with open-source components. Ownership of all Intellectual Property Rights in such open-source components remains with the respective owners thereof, subject to VZC's and Licensee's respective rights and licenses under the applicable open source license agreements.

4.3. No Implied Rights. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to Licensee or any third party any Intellectual Property Rights or other right, title, or interest in or to any of the Licensed Products.

5. **Confidentiality**.

5.1. Confidential Information. In connection with this Agreement, each Party (the "**Disclosing Party**") may disclose or make available Confidential Information to the other Party (the "**Receiving Party**"). Subject to Section 5.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated, or otherwise identified as "confidential." Without limiting the foregoing: the Software and Documentation are the Confidential Information of VZC.

5.2. Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its personnel noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under

any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

5.3. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

5.3.1. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

5.3.2. except as may be permitted under the terms and conditions of Section 5.4, not disclose or permit access to Confidential Information other than to its personnel who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 5; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 5;

5.3.3. safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and

5.3.4. ensure compliance by its personnel, and be responsible and liable for any non-compliance by its personnel with, the terms of this Section 5.

Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section 5 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Personnel.

5.4. Compelled Disclosures. If the Receiving Party or any of its Personnel is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party will: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 5.3; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 5.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party will disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, will use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment

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

6.1. Warranties.

6.1.1. VZC WARRANTS IT HAS THE RIGHT TO GRANT THE LICENSE AND DISTRIBUTE THE LICENSED PRODUCTS UNDER THIS AGREEMENT.

6.1.2. LICENSEE REPRESENTS, WARRANTS, AND COVENANTS THAT IT IS ENTERING INTO THIS AGREEMENT AND INTENDS TO USE THE LICENSED PRODUCTS SOLELY AS A BONA FIDE CUSTOMER OF VZC AND THAT LICENSEE WILL NOT USE OR CAUSE OR PERMIT OTHERS TO USE THE LICENSED PRODUCTS, IN WHOLE OR IN PART, TO DEVELOP, DISTRIBUTE, PROVIDE, OR USE ANY PRODUCT OR SERVICE THAT COMPETES WITH ANY OF THE LICENSED PRODUCTS, OR IN OR FOR ANY PURPOSE, MANNER, OR APPLICATION THAT DISADVANTAGES VZC OR VZC'S BUSINESS OR OPERATIONS.

6.2. Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION 6.1, ALL LICENSED PRODUCTS AND OTHER PRODUCTS, INFORMATION, MATERIALS, AND SERVICES PROVIDED BY LICENSOR ARE PROVIDED "AS IS." LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, LICENSOR MAKES NO WARRANTY OF ANY KIND THAT THE LICENSED PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET LICENSEE'S OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEMS, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL OPEN SOURCE COMPONENTS AND OTHER THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN LICENSEE AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN SOURCE COMPONENTS AND THIRD-PARTY MATERIALS.

6.3. Limitations of Liability.

6.3.1. Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 6.3.3, NEITHER PARTY WILL BE LIABLE FOR ANY (A) LOSS OF PRODUCTION, USE, BUSINESS, CONTRACTS, REVENUE, PROFIT, ANTICIPATED SAVINGS, OR ANY DIMINUTION IN VALUE; (B) BUSINESS INTERRUPTION OR IMPAIRMENT, OR ANY USE OF OR INABILITY TO USE ANY OF THE LICENSED PRODUCTS OR OTHER MATERIALS, (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (E) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY,

SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

6.3.2. Cap on Monetary Liability. EXCEPT AS OTHERWISE PROVIDED IN SECTION 6.3.3, IN NO EVENT WILL THE AGGREGATE LIABILITY OF VZC AND ITS LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE TO LICENSOR UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6.3.3. Exceptions. The exclusions of damages and limitations of liability set forth in this Section 6.3 do not apply to a Party's obligations under Section 4 (Intellectual Property Rights); Section 5 (Confidentiality); Section 6.1 (Warranties); or a party's gross negligence or more culpable acts or omissions.

7. **Reporting and Audits.**

7.1. Reporting. Licensee's Fees owed may be based on the expected bi-directional volume of data through the Software as set forth on Schedule 2. This volume is measured and recorded in SMF data of your IBM z series system and can be accessed and monitored at any time by Licensee. VZC may request from Licensee the unaltered SMF data at any time but at a minimum once a year, typically within 30 days before or after renewal. Should Licensee have exceeded the Licensed volume of licensed data tier and Licensee is renewing at this higher tier, then Licensee will only be required to pay a true-up for a total of fifty percent (50%) of the highest tier achieved in the prior license Term plus the license fee for the renewal Term. If Licensee is not renewing the License or wishes to renew at the lower volume of data tier, then Licensee must pay the full true-up of the highest volume of data tier in the prior term.

7.2. Audit Procedure. VZC or its nominee (including its accountants and auditors) may, in VZC's on ten days' notice, inspect and audit Licensee's use of the Software under this Agreement at any time during the Term and for two years following the termination or earlier expiration of this Agreement. All audits will be conducted during regular business hours. Licensee shall make available all such books, records, equipment, information, and personnel, and provide all such cooperation and assistance, as may be requested by or on behalf of VZC with respect to such audit. VZC shall only examine information directly related to Licensee's use of the Software.

7.3. Cost and Results of Audit. If the audit determines that Licensee's use of the Software exceeded the usage permitted by this Agreement by more than 10%, Licensee shall pay to VZC all amounts due for such excess use of the Software, plus interest on such amounts, as calculated pursuant to Section 2.4.1. If the audit determines that such excess use equals or exceeds 50% of Licensee's permitted level of use, Licensee shall also pay to VZC all reasonable

costs incurred by VZC in conducting the audit. Licensee shall make all payments required under this Section 7.3 within 30 days of the date of written notification of the audit results.

8. **General Provisions**.

8.1. Notice. All notices, consents and other communications hereunder must be in writing by email or to the address below:

VZC: VirtualZ Computing Corporation

_____

_____

Licensee: See Purchase Order or License Schedule

Notices sent in accordance with this Section 8.1 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent by email, (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

8.2. Modification and Waiver. No modification of this Agreement and no waiver of any breach of this Agreement will be effective unless in writing and signed by an authorized representative of the Party against whom enforcement is sought. No waiver of any breach of this Agreement and no course of dealing between the Parties will be construed as a waiver of any subsequent breach of this Agreement.

8.3. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby.

8.4. Survival of Certain Provisions**.** In the event this Agreement is terminated, the provisions of Section 1.6 (License Restrictions), Section 1.9 (Feedback), Section 2.4 (Late Payment), Section 3.4 (Effect of Termination or Expiration), Section 4 (Intellectual Property Rights), Section 5 (Confidentiality), Section 6.2 (Warranty Disclaimer), Section 6.3 (Limitations of Liability), Section 7 (Audits) and Section 8 (General Provisions) of this Agreement will survive such termination.

8.5. Governing Law and Forum. This Agreement will be construed as having been made in and will be governed in accordance with the laws of, the State of Minnesota, excluding any applicable conflict of law provision and under the exclusive jurisdiction of the state and federal courts of the State of Minnesota.

8.6. Remedies Upon Default. In the event of breach by either Party, the non-breaching Party will be entitled to exercise any and all rights and remedies as will be available to it at law or in equity. The non-breaching Party may exercise remedies concurrently or separately, and the

exercise of one remedy will not be deemed either an election of such remedy or a preclusion of the right to exercise any other remedy. The prevailing party shall be entitled to recover all reasonable attorneys' fees, costs, and expenses incurred in connection with the enforcement of this Agreement, including fees and expenses incurred in investigating claims, negotiating settlements, pursuing, mediation, arbitration, or defending appeals, enforcing judgments, collecting amounts due, and participating in bankruptcy or insolvency proceedings.

8.7. Entire Understanding. This Agreement includes any properly executed attachments riders, including, but not limited to, schedules exhibits, addenda or the Carahsoft Rider to End User License Agreement (for U.S. Government End Users), now or hereafter attached hereto. Further, the Parties agree that the Recitals and the attachments contained herein are specifically incorporated into the Agreement by the reference herein. In addition, this Agreement constitutes the exclusive and entire agreement between the Parties with respect to its subject matter and as of its date supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral, relating to its subject matter.

By the signatures of their duly authorized representatives below, VZC and Licensee, intending to be legally bound, agree to all of the provisions of this Agreement, and any attachments thereto between the Parties as of the Effective Date set forth above.

_____ (Licensee)	VirtualZ Computing Corporation (VZC)
By: _____	By: _____
Name (Print): _____	Name (Print): _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit 1
License Schedule

This Schedule No. __, dated _____, is entered into pursuant to the End User Software License Agreement dated_____, by and between VirtualZ Computing Corporation ("VZC") and , _____ ("Licensee"), all of the terms of which are hereby incorporated herein by reference.

A. Licensed Products:
B. License Scope
C. License Term
D. License Fees
E. Install Location
F. Invoice Contact and Address,
G. Payment Terms
H. Licensee Support Contacts
I. Licensee Notice Contact

By the signatures of their duly authorized representatives below, VZC and Licensee, intending to be legally bound, agree to all of the provisions of this Schedule, the Agreement, and any attachments thereto between the Parties as of the Effective Date set forth above.

_____ (Licensee)	VirtualZ Computing Corporation (VZC)
By: _____	By: _____
Name (Print): _____	Name (Print): _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit 2
SUPPORT AND MAINTENANCE SERVICES

1. Scope of Services

VirtualZ Computing ("VZC") will provide maintenance and support services ("Support Services") for the Licensed Software to Licensee as set forth in this Section. Support Services are provided directly to Licensee for its internal business operations or authorized outsourcer as specified in the License Schedule.

Support Services include:

- Remote Level 2 Support described below
- Access to updates, patches, and documentation made generally available by VZC
- Access to VZC's Support Portal for case management

2. Definition of Defects

A "Defect" means a failure of the Software to perform in material conformity with the Documentation. Defects are classified as follows:

- **"Severity 1" (Critical Outage) means** he Software is fully in production use at the customer site and is completely unavailable, or a confirmed security vulnerability exists, with no reasonable workaround available. This defect impacts the customer's ability to run their business. *Example: All instances of the Software fail to initialize or process transactions, rendering the system non-functional.*
- **"Severity 2" (Moderate Functional Impact)** means one or more non-core features or functions fail, but production use of the Software remains possible, or a reasonable workaround exists. Example: Implementation/deployment problems, *performance degradation, Defects affecting test/dev environments, or non-critical reporting issues.*
- **"Severity 3" (Minor / Informational)** meanscosmetic issues, Documentation Defects, general inquiries, or requests for information. *Example: Typos in Documentation, cosmetic user interface issues, or enhancement requests.*

3. Response and Resolution

A. Definitions of Support Levels and Each Parties Obligations

1. Licensee shall provide "Level 1 Support" directly to its end-user customers. , Licensee will receiving and logging internal customer inquiries, handle initial troubleshooting, providing general usage assistance, customer communications, and resolution of issues that can reasonably be addressed without VirtualZ Computing's (VZC) involvement or by referencing the .

The Licensee is responsible for applying reasonable efforts to resolve issues before escalation to VZC. Only reproducible issues that cannot be resolved by Licensee shall be escalated to VZC for Level 2 support pursuant to these terms.

2. [This was redundant with the first paragraph.]"Level 2 Support" or means Support services provided by VZC to the Licensee after Level 1 Support has determined that an issue is reproducible and cannot be resolved without VZC's involvement. Level 2 includes in-depth technical analysis, defect identification, recommended workarounds, and the provision of maintenance releases, patches, or updates as applicable. VZC's obligations under this level of support are limited to assisting the Licensee designated support contacts, not the Licensee's end-user customers directly.

   To receive Level 2 Support, Licensee must open as case in the VZC support portal and complete the fields of the ticket

B. Response Times

VZC will use good-faith efforts to provide initial responses to escalated issues within the following target timeframes:

- Severity within 2 hours from report by Licensee to VZC.
- Severity 2 within 1 business days from report by Licensee to VZC.
- Severity 3 within 3 business days from report by Licensee to VZC.

4. Maintenance Releases

A. Definitions

1. "Maintenance Release" means any update, upgrade, release, or other adaptation or modification of the Software, including updated Documentation, provided by VZC from time to time during the Term, which may include, without limitation, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Software.
2. "Emergency Release" means a Maintenance Release that corrects critical Defects (Severity 1 Defects) and that VZC, in its sole discretion, designates as an Emergency Release.

B. During the Term, VZC shall provide Licensee with all Maintenance Releases (including updated Documentation) that VZC, in its sole discretion, makes generally available to its licensees at no additional charge. All such Maintenance Releases provided to Licensee shall be deemed part of the Software.

- Licensee shall install all Maintenance Releases that are not Emergency Releases as soon as reasonably practicable after receipt.

- Support will only be provided for the current release and the immediately preceding Maintenance Release. Older releases may be deprecated, and support for them may be discontinued at VirtualZ Computing's discretion.
- Licensee shall install all Emergency Releases promptly as soon as practicable following receipt, recognizing that such releases are intended to address critical issues. Failure to install as soon as practible means using the Licensed Products as Licensee's own risk and without support the Emergency Release has been applied.
- Notwithstanding the support obligations in this Section, VZC may limit support for any version of the Software other than the then-current Maintenance Release and the immediately preceding Maintenance Release, provided that such prior release is not more than twelve (12) months old.

5. Exclusions

Support Services do not include:

- Issues caused by modifications, integrations, or customizations not provided or authorized by VZC.
- Defects arising from use of the Software inconsistent with the Documentation, after its end-of-service date, or on systems not meeting VZC's minimum prerequisites.
- Support provided to any third party other than Licensee or its designated outsourcer.
- On-site services, unless separately agreed in writing under a statement of work at mutually agreed rates.

END OF AGREEMENT