

## Appendix F to DIR Contract No. DIR-SDD-1716 \_\_\_\_\_ (Customer) Software License & Service Agreement

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**IMPORTANT NOTICE TO USER:** IQM2, Inc. owns all intellectual property in the MinuteTraq, MediaTraq and E-Boardroom software "Software". You shall not modify, adapt, translate, rent, lease or otherwise attempt to discover the Software source code. This Agreement will be governed by the laws in force in the State of Texas.

**2. Software License.** This software program and the accompanying files, software updates, lists and documentation are licensed, not sold, to you. You may install and Use a copy of the Software on your compatible computer for the purpose of connecting to the hosted service provided by IQM2 as long as you are a current subscriber and maintain your monthly or annual continued services for the applicable licenses.

### 3. Continued Services

3.1 *Updates and Renewals.* If the Software is an Update to a previous version of the Software, you must possess a valid license to the previous version in order to use the Update. Corrections of substantial defects in the Software so that the Software will operate as purported will be rectified by IQM2. Customer agrees to install all updates, including any enhancements, for the Software in accordance with the instructions provided by IQM2.

3.2 *Service Level Agreement "SLA".* Technical support is available twenty-four (24) hours per day, seven (7) days per week for the term of this Agreement. IQM2 policy requires a response from a support staff member within 60 minutes which will result (if necessary) in a formal submission of a case #. Client will be notified of estimated resolution schedule.

3.3 *Hosting.* IQM2 agrees to maintain customer data in a Tier-1 datacenter and is committed to providing 99.9% uptime and availability. IQM2 will perform nightly backups of your hosted data to an alternate physical location.

3.4 *Ownership of Data.* All hosted data belongs to the customer. At the request of the customer IQM2 will provide a backup of all database information and files through a downloadable backup or DVD. IQM2 agrees to provide this service without charge at least once per year.

### 4. Terms & Fees

4.1 *Billing Procedures.* Payment shall be in accordance with Section 7C of Appendix A, DIR Contract No. DIR-SDD-1716. This agreement can be terminated with 30 days prior written notice.

4.2 *Travel Expenses.* Travel expenses are not included and will be invoiced separately should they be requested and pre-approved by Client. Travel Expense Reimbursement shall be in accordance with Section 4G of DIR Contract No. DIR-SDD-1716.

4.3 *Hardware.* IQM2 does not warranty any hardware. Hardware warranty is through manufacturer repair or replacement only.

**5. Limitation of Liability.** Limitation of Liability shall be in accordance with Section 9K of Appendix A, DIR Contract No. DIR-SDD-1716.

### 6. Pricing Structure:

1. \$\_\_\_\_\_per month for \_\_\_\_\_ (in accordance with RFP/Proposal dated\_\_\_\_\_)
2. Implementation Fee \$\_\_\_\_\_



90-D Raynor Avenue • Ronkonkoma, NY 11779  
Phone: (631) 563-5005 • Fax: (631) 207-8387

Pricing shall be in accordance with Section 4C of DIR Contract No. DIR-SDD-1716.

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_____ (Customer)	<b>IQM2, Inc.</b>
_____ Signature	_____ Signature
_____ Printed Name, Title	<u>Douglas Eden, COO</u> Printed Name, Title
Date: _____	Date: _____