



MiT Systems, Inc.

1400 N. Harbor Blvd, Suite 610 • Fullerton, CA 92835
PH: (714) 992-5362 • FAX: (714) 992-5923 • WEB: www.MiTsys.com

End User License Agreement & Service Level Agreement

This agreement effective __/__/2020 made between **Millennium Information Technology, Inc.** (MiT Systems, Inc.) located at 1400 N Harbor Blvd. Suite 610, Fullerton, CA 92835 and Company Name Here (Licensee), Address, City, State Zip, provides for the licensing of MiT Systems, Inc. solution suite of M Cloud ERP™ modules.

1. SCOPE OF LICENSE. MiT Systems grants a non-transferable, non-exclusive license of MiT Systems, Inc. solution suite of M Cloud ERP™ modules that will be hosted in the AWS cloud environment. Standard modules include:

- 1.1 Administration. The Admin Center incorporates powerful features that are easy to use and configure, thus improving efficiency and increasing productivity. This module includes features such as tax setup and calculation, User Security, Classes, User Defined Codes for dropdowns and much more. Additionally, the Admin Center is used to setup system users and assign user permissions.
- 1.2 Product Center. Provides the ability to easily setup and maintain all necessary product attributes and related information by category including UOM, package size, weight, tax type, supplier, brand, inventory type, etc. Product authorization by customer is also managed in this module.
- 1.3 Pricing & Promotions. MiT has taken the complexity out of setting up and maintaining base pricing, contract pricing, promotions and discounts while providing the flexibility with multiple pricing methods, units of measure and customer-level pricing to specific customer types. Additionally, individual customers can be given their own pricing structures.
- 1.4 Customer Center. The Customer Center consolidates virtually all Customer related information into an easy to use interface. It maintains customer hierarchy by Parent & Child Accounts, allow setup of customer detail, parent/child account, route assignment, etc. New customer setup and maintenance is streamlined to reduce manual data entry.
- 1.5 Order Management. Includes a comprehensive, rapid-entry ordering and invoicing solution. Flexible setup ensures process controls that fit your business needs while streamlined transaction entry helps increase sales while lowering costs for both you and your customer. Multi-departmental order processing workflow lets your business efficiently create and manage current and historical invoices. Orders can be entered directly, imported from orders generated by a mobile sales order app, or transmitted through EDI. (Will require API setup and product integration to third party applications).
- 1.6 Settlement & Reconciliation. Settlement consolidates all route status and detail information into a streamlined, easy to maneuver module. Authorized users have the ability to view detailed information of all routes perpetually. Once a route has returned, the user can simply reconcile the inventory and monies if balanced, or make appropriate corrections to the route to have it ready to balance. This module provides accountability for inventory and monies collected in the field.
- 1.7 Reporting. MiT's reporting module includes various flavors of reporting across all M Cloud ERP™ modules. In addition to these pre-developed reports, MiT will work with the customer to identify and reproduce key reports that have the ability to run on a schedule and email specified users if desired. Additionally, reports can be exported to various file types including PDF, Word, Excel, CSV or HTML for further analysis.



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2. GRANT OF LICENSE.

Subject to the terms of this Agreement, Millennium Information Technology, Inc. (MiT Systems, Inc.) grants LICENSEE a non-exclusive, non-transferable license to use MiT Systems family of software programs (the "Software"). The Software is licensed, not sold and will be accessed in object form only. LICENSEE shall not sell, lease, assign, sublicense, re-engineer, decompile or otherwise transfer or disclose the Software in whole or in part, to any third party.

3. TERM, TERMINATION, SERVICES, SUPPORT & HOSTING

3.1 Term. The Term will commence on the date the SLA is fully executed by both parties. This perpetual license shall remain in effect until terminated. It will terminate if LICENSEE fails to comply with any term or condition of this Agreement. LICENSEE agrees upon such termination to destroy the Software, any and all copies, modifications, or merged portions in any form or returning them to MiT Systems.

3.2. Termination. This Agreement may be terminated by either party if there is a default of a material obligation which is not cured within forty-five (45) days following notice from the non-defaulting party. LICENSEE may terminate this agreement with cause providing written notification stating the cause for termination in which MiT Systems will have forty-five (45) days from receipt of the request to remedy the issue.

3.3. Services. MiT Systems provides various professional services to ensure a successful and timely solution implementation. With our standard offering, customers will receive remote installation, setup and configuration of the AWS hosted cloud environment, data mapping, basic project management, web-based training and product documentation. Additional consulting and managed services can be purchased at a daily rate of \$2,000 USD per day or a weekly rate of \$7,500 USD. Integration to 3rd party systems and API costs will vary.

3.4. Support & Maintenance: LICENSEE must have pre-paid maintenance term with MiT Systems to obtain support for the Software. Any customizations to the software requested by LICENSEE will also be subject to the terms of this Agreement.

MiT Systems will provide Standard Support Services, including technical support, and address Licensee's questions and problems regarding the licensed Software. Please contact MiT Systems to inquire about Premium and Enterprise Service Level Agreement (SLA) options. MiT Systems will provide such Support Services remotely within the United States (namely Fullerton, CA) via telephone, e-mail, and other readily available electronic communication methods. MiT Systems will provide Licensee with an initial acknowledgement response for each reported question and problem upon receiving notice of the same within the following time frames:

1. Four (4) hours in the case of questions or problems reported between 8:00 am and 5:00 pm Pacific Time, Monday through Friday (excluding nationally recognized Holidays);
2. Eight (8) hours in the case of questions or problems reported between 12:00 am and 11:59 pm Pacific Time on Memorial Day, July 4, Labor Day, Thanksgiving Day or December 25 (collectively, "Holidays"), Saturdays or Sundays; and
3. Six (6) hours in the case of questions or problems reported at any time other than the times referenced in subparts 1 and 2 of this Section.



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Prioritization. When an issue is reported, the caller will discuss the nature of the problem with the MiT Systems support representative and the parties will, mutually and in good faith, assign a priority level for the issue in accordance with the following criteria:

(1) Priority 1 – The issue will be designated “Priority 1” if the operability of any segment or part of the licensed Software is materially impaired meaning the performance is so severely reduced that the Licensee cannot reasonably continue to operate the Software because of the Error and the Error cannot be circumvented with a workaround.

(A) Priority 1 – The MiT Systems service representative assigned to the issue will make contact with Licensee ASAP of the time of the initial report by Licensee. MiT Systems will use its best efforts to resolve the issue promptly and within 8 hours of the time of the initial report.

(2) Priority 2 – The issue will be designated “Priority 2” if there is an operational problem regarding the licensed Software, but there is a temporary workaround, or the issue is a nuisance that does not affect the operability of the licensed Software.

Response/Resolution Times. MiT Systems will respond to and resolve issues reported by Licensee based on the priority level of the issue.

(B) Priority 2 – The MiT Systems service representative assigned to the issue will make contact with Licensee within three (3) hours of the time of the initial report by Licensee. MiT Systems will use its best efforts to resolve the issue promptly and within five (5) business days of the time of the initial report.

3.5. Hosting. To ensure the M Cloud™ ERP solution is running efficiently the AWS cloud environment configuration will include a separate 4 CPU core processor for application and 8 CPU core processor for the database, 2 Terabytes of S3 data storage, daily incremental & full weekly backups, load balancing and replication.

4. ACKNOWLEDGMENTS AND INDEMNITY. MiT Systems and LICENSEE mutually agreed to indemnify and hold each party harmless from any and all claims, damage, loss, cost, expense or other liability property damage, or any other claim resulting from the negligent failure to properly operate the Software, including the timely and accurate input and transmission of ALL and ANY data.

5. COPYRIGHT. The Software and the accompanying documentation are owned by MiT Systems, Inc. and are protected by United States copyright laws and international treaty provisions. LICENSEE may not modify, disassemble, decompile or reverse engineer the Software or documentation, except as consented to in writing by MiT Systems, Inc. LICENSEE may not sublicense, assign or transfer this license or the Software. This license will automatically terminate if LICENSEE transfer possession of any copy of the Software to any other party.

6. PROTECTION OF MIT SYSTEMS'S INTELLECTUAL PROPERTY. The LICENSEE acknowledges that the Products and the data within them are proprietary to, copyrighted by, and may contain trade secrets of, MiT Systems or its suppliers. Unauthorized reproduction, distribution, or display of the Products or preparation of any Derivative Work of the Products in any manner not expressly authorized by paragraphs 2 and 3 above is prohibited. The LICENSEE agrees to take reasonable measures to protect the trade secret.



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7. GOVERNMENT RESTRICTED RIGHTS. The Product is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), and is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). All Government LICENSEES acquire the Products with only those rights set forth herein. The LICENSEE shall ensure that in no event shall a government entity acquire any rights other than those provided in this License. Contractor/manufacturer is MiT Systems Incorporated, Fullerton, CA, USA.

8. INDEMNIFICATION FOR INFRINGEMENT. Subject to Section 8 of this License, MiT Systems shall defend any claim asserted against the LICENSEE that the Products infringe any United States patents or United States copyrights of any third party. The LICENSEE shall notify MiT Systems in writing of such claim within ten (10) days of learning of such claim. MiT Systems shall have the sole right to control the defense and negotiation of all such claims and the LICENSEE shall fully cooperate in MiT System's defense of all such claims. The LICENSEE shall not litigate or settle any such claim without MiT System's prior written approval. If enjoined from using the Products, MiT Systems may procure the right for the LICENSEE to continue to use the Products, replace or modify the Products to make them non-infringing, or terminate this AGREEMENT and refund the licensing fees paid for the affected Products. MiT Systems shall not have any liability if such a claim of infringement is based upon the use of the Products in combination with other products not furnished or made by MiT Systems, the use of the Products in practicing any infringing process, the modification of the Products (including the creation of any Derivative Works) or any portion thereof, or application or use of the Products in a manner for which they were not designed or specified by MiT Systems. This Section states the entire obligation of MiT Systems to the LICENSEE for any claim or infringement relating to the Products.

9. INDEMNIFICATION FOR USE. The LICENSEE shall indemnify MiT Systems against all loss, damages, claims, expenses or attorney's fees which may be sustained or asserted against MiT Systems arising from or connected with any breach by the LICENSEE of any provision of this AGREEMENT

10. LIMITATION AND DISCLAIMER OF WARRANTY. Products come with a limited warranty. MiT Systems warrants for thirty (30) days that the data delivered will be of the area of interest ordered and the media used to carry the data will be free from physical or material defects. MiT System's sole liability shall be to replace the media if it (not the software or data encoded thereon) is defective and the LICENSEE returns such to MiT Systems within thirty (30) days of delivery. With the exception of the proceeding warranty, the products are provided without warranty of any kind, and all warranties of merchantability and fitness for a particular purpose are expressly excluded. No information provided by MiT Systems or its agents, employees, or its distributors shall create a warranty or in any way increase the scope of this limited warranty, and the licensee is not entitled to rely on any such information. In no event, will MiT Systems or its Agents be liable for any claim or loss incurred by the licensee including without limitation, lost revenue, profit or data, compensatory, or for special, indirect, consequential, incidental or punitive damages, however caused regardless of the theory of liability, arising out of or related to the use of or inability to use the product, even if MiT Systems has been advised of the possibility of such damages. This limitation applies to all causes of action including, without limitation, breach of contract or warranty, negligence, strict liability, misrepresentation and other torts.



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11. REMEDIES. If LICENSEE believes that the Software has not performed in accordance with the foregoing limited warranty, LICENSEE must notify MiT Systems, Inc. in writing not more than 90 days after the end of the applicable license period stating the deficiencies of the solution. Upon written notification of the Licensee’s intent to cancel the agreement, MiT will have forty-five (45) days to cure the deficiencies documented in the cancellation notice. If MiT is unable to cure the deficiencies within the stated forty-five (45) day period, the SLA between MiT and the Licensee will be deemed cancelled.

12. NO LIABILITY FOR DAMAGES. In no event will MiT Systems, Inc. be liable to LICENSEE for any damages whatsoever, including, without limitation, damages for loss of business profits, business interruption, loss of business information, lost savings, or other incidental or consequential damages arising out of the use or inability to use the software, even if vendor or an authorized dealer has been advised of the possibility of such damages, or for any claim by any other party, except to the extent of the remedies described above in the event of the breach of the limited warranty described above.

13. GOVERNING LAW. This AGREEMENT shall be construed and enforced in accordance with the laws of the State of California notwithstanding the conflict of law provisions. The exclusive jurisdiction and venue for any lawsuit between the parties arising out of this AGREEMENT shall be the United States District Court in the District of California

14. NOTICES.

Notices regarding this Agreement are as follows:

General: Any modifications, termination or other official communication must be produced in writing and sent as a notice to the other party (See **16. MODIFICATIONS**).

Delivery: All notices and other communications to any party hereunder will be deemed to have been duly given if delivered (personally or by electromagnetic transmission) or by mail (by certified U.S. Mail, return receipt requested, first class postage prepaid) to such party at address set forth below for each signatory to this agreement. Any party from time to time may change its address for the purposes of notices to that party by giving notice to the other parties hereto specifying a new address in the manner specified by this Section 14.

ADDRESSES:

MiT Systems, Inc.	Company Name
ATTN: Bal Maraj	ATTN:
1400 N Harbor Blvd.	Address 1
Suite 610	Address 2
Fullerton CA 92835	City, State, Zip



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15. DERIVATIVE WORKS. For purposes of this AGREEMENT, authorized Derivative Works include works based upon Products, such as a revision, modification, translation, abridgment, condensation, expansion, or any other form in which Products may be recast, transformed, or adapted. The LICENSEE acknowledges, and will cause its employees and agents to acknowledge, that MiT Systems and its licensors will own all rights in any copy, translation, modification, adaptation or derivation of the Products that it may create, including any improvement or development thereof, whether or not authorized to do so under this AGREEMENT. If, by operation of law, the LICENSEE or any of its employees or agents is deemed to possess any rights in such items, the LICENSEE hereby agrees to assign and to procure the assignment of such rights to MiT Systems and its licensors. To the extent that such rights are inalienable under applicable law, the LICENSEE hereby waives, and to cause its employees and agents to waive and agree not to exercise such rights and, if such waiver and agreement are deemed invalid, grant and cause its employees and agents to grant to MiT Systems, its licensors and their designees the exclusive, perpetual, irrevocable, worldwide and royalty-free right to use, market and modify such items without any obligation of attribution or prior consent. Upon MiT System's request, the LICENSEE will execute, and cause its employees and agents to execute, any instrument that is appropriate to give full legal effect to the provisions of this Section. If the Products or Derivative Works are used in connection with the performance of any government contracts or subcontracts, then the LICENSEE shall ensure that (i) the Products and any Derivative Works thereof shall not constitute a deliverable under any government contracts or subcontracts; (ii) in no event shall a government entity acquire any rights other than those provided in Section 5; and (iii) all uses of the Products shall be only for lawful purposes. This AGREEMENT is not a license to copy, disclose, publish, sell, assign, lease, sublicense, market or transfer the Products, or any Derivative Work or to use the same in any manner or for any purpose not expressly authorized by this AGREEMENT. MiT Systems reserves all rights not expressly granted by this AGREEMENT.

16. MODIFICATIONS.

This Agreement represents the entire agreement between the parties regarding the subject matter and supersedes all prior agreements or understandings between them. All additions or modifications to this Agreement must be made in writing, and must be signed by both parties to be effective.

17. INTELLECTUAL PROPERTY RIGHTS

MiT Systems, Inc. will retain full ownership rights to all intellectual property produced pursuant to this Agreement, including without limitation new Applications developed during the course of this agreement and improvements to the Software, and any other proprietary information or process of MiT systems, Inc., provided that Client shall have a license to use object code only, solely in conjunction with its use of the Software, Applications and other developments, modifications, improvements and work developed during the course of this agreement. All such intellectual property shall at all times remain the exclusive and confidential property of MiT systems, Inc.



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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

18. SIGNATURES.

Software Provider

Company: MiT Systems, Inc.

Address: 1400 N. Harbor Blvd. Ste 610
Fullerton, CA 92835

E-mail address: bal@mitsys.com

Telephone number: 714-992-5362 x4371

Fax number: 714-992-5923

Executed by: _____

Printed name: Bal Maraj

Title: President & CEO

Date: _____

Licensee

Company:

Address:

E-mail address: _____

Telephone number: _____

Fax number: _____

Executed by: _____

Printed name: _____

Title: _____

Date: _____