



FIREHOUSE™ MARKETING AGREEMENT

Conduent Software, Inc.
 Contractor

This software and services marketing and sales agreement ("Agreement") is made by and between Conduent Software, Inc., a Delaware corporation, and Contractor, a California corporation, on June 1, 2017 ("Effective Date"). In consideration of the mutual covenants and obligations set forth in this Agreement, Conduent and Contractor (each individually a "party" and collectively the "parties") agree as follows:

1. MARKETING CONDUENT SOFTWARE Contractor will market Conduent Firehouse™ software application products and related services (including installation, site customization, and software maintenance and support) directly to existing and prospective customers in accordance with the provisions of this Agreement. Conduent appoints Contractor as a non-exclusive marketing and sales agent for Conduent Firehouse™ software application products and related services (referred to collectively in this Agreement as "Firehouse™ Software"). Contractor accepts this appointment and agrees to serve as a marketing and sales agent for Firehouse™ Software.

2. TERM This Agreement is effective on June 1, 2017 ("Effective Date"), and shall continue in full force and effect until terminated in accordance with the provisions of this Agreement. The initial term shall be for three (3) years ("Initial Term"). Each year after the end of the Initial Term, this Agreement shall automatically extend for an additional one-year period ("Extended Term") unless, at least ninety (90) calendar days prior to the end of the Initial Term or Extended Term then in effect, either party gives written notice to the other party of intent to terminate this Agreement as of the end of the current year of the Term. The word "Term" when used without modification in this Agreement shall include both the Initial Term and any Extended Term.

3. MARKETING SOFTWARE AND SERVICES Contractor will use commercially reasonable efforts to market and sell Firehouse™ Software in accordance with the provisions of this Agreement and guidance provided by Conduent. Except as specifically provided in this Agreement, all terms and conditions applicable to the purchase, use, maintenance, and support of Firehouse™ Software shall be solely and exclusively determined by Conduent. Except as specifically provided otherwise in this Agreement, Contractor shall have sole responsibility for all expenses incurred by Contractor in connection with marketing and sales of Firehouse™ Software by Contractor.

4. CONTRACTOR SOFTWARE LICENSE Conduent grants and Contractor accepts a limited, non-transferable, revocable license to use Firehouse™ Software to allow Contractor to demonstrate and market Firehouse™ Software under the provisions of this Agreement. For all sales of Firehouse™ Software under this Agreement, a standard Conduent license to use Firehouse™ Software solely for the internal business purposes of each customer will be granted to the customer and provided by Conduent directly to the customer that purchases Firehouse™ Software. Acceptance of the license will be a prerequisite to use of the Software by each customer.