ACE SOFTWARE SUPPORT TERMS AND CONDITIONS

Dr. Douglas C. Schmidt and his research group at The Washington University at St. Louis; University of California, Irvine; and Vanderbilt University (collectively "Owner") make available to others the computer software known as ADAPTIVE Communication Environment ("ACE"). The Customer acquires ACE from the Owner, from Riverace Corporation ("Riverace"), or via a third-party distribution or reseller. Regardless of the source from which ACE is obtained, use of ACE is governed under terms which the Owner controls and which may change from time to time at Owner's discretion. At this time, Owner makes ACE available at no charge, with no warranties of any kind including the warranties of design, merchantability and fitness for a particular purpose, noninfringement, or arising from a course of dealing, usage or trade practice. Further, ACE is provided with no support and without any obligation to Customer on the part of Owner, its employees, or students to assist in its use, correction, modification or enhancement. Riverace is in the business of providing certain technical support services ("Services") to users of ACE. The Customer desires to engage Riverace, and Riverace desires to be engaged by the Customer, to provide such Services to the Customer in accordance with the terms and conditions hereof.

I.   DEFINITIONS.

A. "ACE Software" shall mean the C++ source code modules, included tests, examples, "makefiles," documentation, and any corrections, modifications, enhancements, upgrades, updates and new releases provided by Owner or Riverace to the Customer, as more specifically described in Schedule A.

B. "Documentation" shall mean the written information included in ACE source code distributions which is developed by Owner or Riverace to assist users with technical and functional questions about ACE Software.

C. "Platform" shall mean a combination of (i) hardware, (ii) operating system, and (iii) compilers, as specifically described in Schedule B hereto, as such Schedule is modified by Riverace from time to time.

D. "Support Request" shall mean a written or oral request by the Customer for Support Services.

E. "Support Services" shall mean the technical and other support provided by Riverace as more fully described in Schedule C.

F. "Case Number" shall mean the number assigned to each Support Request and referenced in all subsequent communications regarding the Support Request.

G. "Developers" shall mean those employees, contractors, or assigns of the Customer who are assigned to work on a project which makes use of the ACE Software. "Coordinators" shall mean those Developers designated by Customer who are authorized to contact Riverace with Support Requests.

H. "Administrative Contact" shall mean that employee, contractor, or assign of the Customer who should receive administrative notices from Riverace such as service term renewal notices or changes in service terms.

II. TERM.

A. Initial Term. The initial term of ACE Software Support shall commence as of the date on which Riverace receives Customer's payment of the applicable fees for selected Services, or the date when Customer first makes use of the Services, whichever is earlier. The initial term shall continue for a period of one (1) year unless sooner terminated in accordance with the provisions of this Agreement.

B. Renewal. Subsequent to the initial term, ACE Software Support Services may be renewed for successive terms by offer of Riverace and acceptance of such offer by the Customer. Such offer of renewal shall be provided to the Customer by Riverace not less than sixty (60) days prior to the expiration of the initial term or the then-current renewal term. If renewal is not agreed on by Riverace and the Customer, the term of this Agreement will expire at the end of the then-current initial or renewal term. Unless amended by the parties hereto, and except as otherwise specifically provided herein, the provisions of this Agreement shall remain in full force and effect during any renewal term.

III. SERVICES.

Riverace provides the Support Services to remedy one or more of the following types of issues or problems: (i) a suspected or actual defect ("Bug") in ACE Software; (ii) proper use of ACE Software ("Program Use"); (iii) building ACE Software for a particular Platform ("Program Building"). Support Services shall not include those services that, in Riverace's sole judgment, constitute an in-depth analysis, design or development of the Customer's applications or software designs. The set of ACE Software versions and the Platforms on which those versions of ACE Software are supported are described in Schedule B and which Riverace may modify from time to time.

During the term of this Agreement, Riverace will provide Support Services to the Customer, as follows:

A. Riverace shall make available its technical staff at substantially all times between 9 a.m. and 6 p.m. U.S. Eastern Time, on weekdays other than business holidays observed by Riverace and other days designated by Riverace ("business days").

B. Riverace shall provide a 24 hour support website and e-mail address for the Customer to communicate with Riverace.

C. Riverace personnel shall provide quality, professional services in response to Customer inquiries in a reasonably prompt and efficient manner. Riverace shall acknowledge receipt of a Support Request from the Customer within one business day and commence diagnosis of the problem. Within three business days, Riverace shall either: (i) provide the Customer with a confirmation, correction or suitable workaround for a Bug, as described below, (ii) provide the Support Services necessary to resolve the Customer's issues regarding general use of the ACE Software or building ACE on a Platform; or (iii) provide the Customer with a written response describing Riverace's preliminary diagnosis or assessment of the problem and outlining generally Riverace's plan and timetable for resolving the problem, or explaining why, in Riverace's opinion, further efforts are not appropriate or are not Support Services under the terms of this Agreement.

D. If the Customer reports a Bug, Riverace, at its option, may provide source code files to the Customer to correct the error or make a reasonable, good faith effort to provide a correction or workaround sufficient to alleviate any material adverse effect of the Bug on the Customer's use of the ACE Software. Such correction or workaround shall be contingent on the Customer first identifying and notifying Riverace of the error in accordance with the reporting procedures set forth in this Agreement. Such correction or workaround shall also be contingent on the ability of Riverace to reproduce the Bug in the applicable operating environment and verify that the Bug is in the ACE Software. The timeframe and vehicle for supplying a correction may vary according to the Customer's selected level of support as described in Schedule C.

E. Riverace shall provide Support Services with respect to Program Use or Program Building by providing a general assessment of the problem and general advice regarding solutions. Support Services will be provided for such Developers as are designated by the Customer to interact with Riverace ("Coordinators").

IV. OBLIGATIONS.

A. Customer's Obligations.

1. The Customer agrees to provide Riverace with copies of programs, reports, data and other information which Riverace may reasonably require to identify or duplicate any reported problems.

2. The Customer shall provide Riverace with the names and contact information of the designated Administrative Contact and Coordinators before Support Services begin. During the term of this Agreement, the Customer shall provide written notice to Riverace of any changes to the designated Administrative Contact or Coordinators no less than once each calendar quarter. The Coordinators shall be responsible for all communications on behalf of Customer, including placement of Support Requests with Riverace, which reserves the right not to respond to Support Requests placed by Users who are not designated Coordinators. The Customer may designate a maximum number of five Coordinators. Customer shall provide written notice to Riverace each time that a Coordinator or his or her contact information changes, which shall be effective on Riverace's receipt.

3. The Customer shall include in its Support Request a description of any modifications made by the Customer to the ACE Software. If the Customer requests Riverace's assistance in solving a problem that is identified by Riverace as other than a Support Request covered by this Agreement, the Customer agrees to pay Riverace at its normal, customary rates for any work performed pursuant to such request.

4. The Customer shall be solely responsible for obtaining and properly installing the ACE Software and designing and developing the Customer's applications and software designs.

B. Riverace's Obligations.

1. Riverace personnel shall provide quality, professional services in response to Customer inquiries in a reasonably prompt and efficient manner.

2. Riverace shall provide one or more means for Customer to report Support Requests and for Customer to update and learn the status of Riverace's efforts to resolve said Support Requests.

3. Riverace recognizes and acknowledges that any information provided by Customer to Riverace concerning Customer's business affairs, customers, vendors, finances, properties, methods of operation, computer programs and documentation, and all other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Customer is hereinafter collectively referred to as "Confidential Information."

4. Riverace agrees that, except as directed by Customer, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of Customer's support term Riverace will turn over to Customer all documents, papers, and other matter in its possession or control that relate to Customer.

V.   FEES AND PAYMENT.

The Customer shall pay to Riverace in advance the fees for Support Services in accordance with Schedule C attached hereto. If Customer does not pre-pay the fees via cash, check or credit card Riverace shall send the Customer an invoice for payments owing as identified, and the Customer shall pay such invoice within thirty (30) days. The Customer agrees that it shall reimburse Riverace for all Riverace's reasonable out–of–pocket expenses, not to exceed $100 without prior written approval, incurred in connection with the performance of services hereunder. The Customer's obligation to make all payments due and payable under this Agreement shall survive the termination of this Agreement. The fees are conditioned on: (i) receipt by Riverace in a timely manner of all required information as set forth in Article IV.A.2 above; (ii) the scope of Support Services covered by this Agreement; and (iii) the Customer not causing any delay or interruption of services. Failure of one or more of the foregoing conditions shall result in an adjustment to the fees. In addition to all other charges specified in this Agreement, the Customer shall pay all international federal, state, municipal, or other government excise, sales, use, VAT, occupational or like taxes now in force or enacted in the future (including any interest and penalties), which are levied or imposed by reason of the transactions contemplated by this Agreement. Without limiting the foregoing, the Customer shall promptly pay to Riverace an amount equal to any such items actually paid, or required to be collected or paid by Riverace.

VI.   PERSONNEL.

During the term of this Agreement and for six (6) months thereafter, neither Riverace nor Customer shall solicit for employment or other services any employees or other representatives of the other party without the prior written approval of said other party.

VII. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES.

The Customer hereby agrees that Riverace's liability to the Customer for any loss, injury, damage or expense arising directly or indirectly from the services provided hereunder shall not exceed an amount equal to the fees paid by the Customer to Riverace under the then-current term of this Agreement. In addition, Riverace shall have no liability with respect to the services or its obligations under this Agreement for any consequential, exemplary, incidental or special damages arising in any manner from the services or any work performed pursuant to this Agreement.

RIVERACE AND OWNER EACH HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY EXCLUDED AND ARE WAIVED BY THE CUSTOMER.

NEITHER RIVERACE NOR OWNER WARRANT OR REPRESENT THAT ANYTHING MADE, USED, SOLD OR DISPOSED OF UNDER ANY LICENSE GRANTED IN THIS AGREEMENT IS OR WILL BE FREE FROM INFRINGEMENT OF ANY PATENT OR OTHER PROPRIETARY RIGHTS OF

THIRD PARTIES, NOR WARRANTS THE VALIDITY OF THE SCOPE OF ANY COPYRIGHTS.

VIII. CHANGES IN TERMS, CONDITIONS AND FEES.

Riverace may change this Agreement from time to time. Riverace may change its fees on any renewal of this Agreement; provided, however, that Riverace agrees that the fees to be charged to the Customer on any renewal hereof shall not be substantially dissimilar from those then being charged to other Riverace customers engaged in similar business activities and of similar size.

IX. TERMINATION; SUSPENSION OF SERVICES.

A. Basis for Termination or Suspension of Services by Riverace. Riverace shall have the right without further obligation or liability to the Customer to terminate this Agreement under any one or more of the following circumstances:

1. The Customer is delinquent in making payments as listed in Schedule C attached hereto and continues to be delinquent for a period of thirty (30) days after the date of invoice.

2. The Customer assigns this Agreement or any of its rights hereunder without the prior written permission of Riverace, which will not be unreasonably withheld, the word "assign" to include, without limiting the generality thereof, a transfer of a majority interest in the Customer. In the event Riverace terminates this Agreement according to IX.A.2, Customer may receive a pro-rata refund of prepaid fees under this Agreement.

3. The Customer files a petition in bankruptcy or is the subject of an involuntary petition in bankruptcy that is not dismissed within sixty days after the effective filing date thereof, or is or becomes insolvent, or admits of a general inability to pay its debts as they become due.

4. The Customer commits a material breach of its obligations under this Agreement and fails to remedy such breach within thirty (30) days after Riverace provides written notice of such breach.

5. Riverace voluntarily suspends or discontinues business operations.

If the Customer is delinquent in making payments as listed in Schedule C attached hereto, Riverace shall have the right without further obligation or liability to the Customer to suspend services under this Agreement until payment for services is made in full.

Riverace's termination of this Agreement shall be without prejudice to any other remedies that Riverace may lawfully have.

B. Basis for Termination by the Customer. The Customer shall have the right to terminate this Agreement if Riverace commits a material breach of its obligations under this Agreement, and fails to remedy any such breach within thirty (30) days after the Customer provides written notice of such breach. Riverace's suspension of services for failure of the Customer to pay invoices when due shall not constitute a breach of the obligations of Riverace hereunder. If the Customer terminates this Agreement according to the terms of this paragraph, Riverace will refund to the customer on a pro rata basis the fees prepaid for the current term of this Agreement.

X.   GENERAL.

A. Entire Agreement.   This Agreement and schedules hereto, which are expressly incorporated herein by reference and made a part hereof, constitute the entire agreement between the Customer and Riverace with respect to the subject matter hereof and supersedes all prior agreements and understandings relating thereto. There are no agreements, representations, warranties, restrictions or undertakings, whether oral or written, other than those expressly set forth herein.

B. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows:

To Riverace:

Riverace Corporation
10 Wampanoag Drive
Franklin, MA 02038-1292

Attn.: Stephen D. Huston, President

To the Customer:

The "Administrative Contact" designated by the Customer.

C. Waiver, Amendment or Modification. Any waiver, amendment or modification of any of the provisions of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by the parties hereto. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof in the future.

D. Dispute Resolution. If Customer is not satisfied with the Services provided by Riverace, Customer agrees to give Riverace a written description of the problem(s) and to make a good faith effort to amicably resolve the problem with Riverace before commencing any proceeding. Riverace also agrees to make a good faith effort to amicably resolve any problem with Customer before commencing any proceeding. No claim or action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

E. Arbitration of Disputes. Any controversy concerning this Agreement that cannot be resolved through good faith efforts by representatives of the parties will be settled by arbitration according to the Rules of the American Arbitration Association, Boston, MA, US, and judgment upon the award may be entered and enforced in any court having jurisdiction over the parties and subject matter and wherein venue is proper. Exhaustion of good faith efforts to resolve any controversy shall be an essential prerequisite to arbitration.

F. Force Majeure. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either party's employees, or any other similar cause beyond the reasonable control of either party unless such delay or failure in performance is expressly addressed elsewhere in this Agreement.

G. Headings. The headings in this Agreement are inserted solely for the convenience of reference and in no way define, limit, extend, or aid the construction of the scope, extent, or intent of this Agreement or of any term or provision hereof.

H. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the United States of America and the Commonwealth of Massachusetts, without giving effect to principles of conflicts of law thereof except that the United Nations Convention on the International Sale of Goods shall not apply.

SCHEDULE A

Description of ACE Software

ACE Software is defined as that set of computer source code modules written in the C++ computer language which, taken together, form a collection of reusable software components commonly referred to as a "class library", together with its included tests, examples, "makefiles", network services and documentation. ACE Software does not include works derived from, or built using, the class library, including The ACE ORB (TAO) and the ACE Web Server (JAWS), regardless of whether they are included in any software distribution containing ACE Software.

Customer receives ACE Software as part of an ACE source code kit from the Owner or as part of an ACE source code kit or pre-compiled binary kit from Riverace. Regardless of where Customer obtains ACE Software, the ACE source code is arranged in a set of directories which serve to group the contents appropriately according to their purpose. Each directory may contain a number of subdirectories. The top-level directories, however, are used to determine what parts of the kit are supported by Riverace. The directories comprising the supported ACE Software are:

ace	Source code modules for the class library itself
examples	Source code for examples of how to use individual pieces of ACE Software in a program
include	Ancillary files used in the process of building the ACE Software as well as Customer's software applications
netsvcs	Network services created using combinations of ACE Software parts
tests	Programs which test specific parts of the ACE Software

SCHEDULE B

Supported Versions and Platforms

Riverace supports certain versions of the ACE Software when used on a specified set of Platforms. ACE Software versions are named using one, two, or three numbers: One number (e.g., ACE 6) is a Major Release, two numbers (e.g., ACE 5.5) is a Minor Release, three numbers (e.g., 5.5.2) is a Beta Release. Major Releases and Minor Releases are collectively referred to as "Released Versions." The supported versions of ACE Software shall be at all times (i) the most current Released Version ("Current Version"), (ii) the most recent prior Released Version of ACE Software (the "Prior Version") designated by the Owner, (iii) any earlier Released Version whose release date is not more than five (5) calendar years prior to Customer's Support Request, and (iv) a "Fix Kit" for any of the above-described ACE versions, which are collectively referred to as the "Supported Versions." Fix Kits have the same two-digit version number as the Supported Version with an appended alphabetic letter denoting the fix level, such as 5.6a.

The Platforms on which Riverace currently supports the ACE Software are specified in the below table. The "First ACE Version" denotes the earliest Released Version of ACE Software that Riverace supports on the Platform if it is newer than the generally supported set of ACE releases; the "Last ACE Version" denotes the last Released Version of ACE Software that Riverace supports on the Platform. Riverace may modify this list of Platforms on which the ACE Software is supported from time to time.

Operating System	Hardware	Compilers	First ACE Version	Last ACE Version
Solaris 9	SPARC	Sun Studio 11		
Solaris 10	SPARC	Sun Studio 12		
HP-UX 11iv2	PA-RISC	HP aC++ A.03.85		
	Integrity	HP aC++ A.06.20 (and up)		
HP-UX 11iv3	Integrity	HP aC++ A.06.20 (and up)		
AIX 5.3	POWER	XL C/C++ 7		
AIX 6.1	POWER	XL C/C++ 10		
AIX 7.1	POWER	XL C/C++ 11 - 13		
Windows 7, 8 Server 2008, 2012	x86/64	Visual Studio 2012 (VC11) Visual Studio 2013 (VC12)		
Red Hat Enterprise Linux 5	x86/64	g++ 4.1.2 Intel C++ Compiler 12.0		
Red Hat Enterprise Linux 6	x86/64	g++ 4.4.4	6.0a	
Red Hat Enterprise Linux 7	x86/64	g++ 4.8.2	6.2	

SCHEDULE C

Support Service Levels and Associated Fees

Riverace offers the below-described support levels. The levels provide for various Support Request submission methods, bug fix timelines, and versions of ACE Software that are supported. The particular service response timeframes differ between the various offered Support Service Levels as described below. All levels include electronic download access to any Fix Kits which Riverace may release from time to time.

The Customer buys Support Services in one-year terms for each desired Platform. A Group is a related set of Developers working on a common project using one or more of the Platforms; the Developers may be located at the same or different sites. Support Services for a Group includes all Developers in the Group. Any number of the Developers, up to five, may act as Coordinators.

Support Level	ACE Versions	Request Methods	Bug Fixes Supplied	Fees Per Group, Per Platform
Developer	• Development Stream • Current Beta	• Web • Email	In development stream and next Beta Version of ACE	$4,800
Enterprise	• Supported Versions	• Telephone • Web • Email	Patches to version in Support Request and next Supported ACE Version	$7,200

Support Service fees for all levels may be prepaid by cash, check drawn on a U.S. bank, electronic funds transfer, or credit card. Support Service fees may also be invoiced with Net 30 terms after prior credit approval by Riverace.