

MOTION A

April 19, 2021

REGARDING

Replace our current Microsoft SL computerized accounting system with the Multiview Financials Enterprise Resource Planning (ERP) accounting system. Multiview Financials is a cloud-based accounting solution that provides financial reporting, dashboards and key performance indicator analysis.

PURPOSE

Due to the age and inefficiencies of our current computerized accounting system, in addition to the current lack of technical support, it was decided that we need a new, modern accounting system.

COST

\$30,600 one-time professional services fee, plus \$41,968 in annual subscription fees for each of the next five years.

FUNDING

New Haven Parking Authority capital reserve and general funds.

RECOMMENDATION

Subscribe to the Multiview Financials ERP computerized accounting system.

April 19, 2021

MOTION TO SUBSCRIBE TO THE MULTIVIEW CORPORATION FINANCIALS ERP PACKAGE FOR A PERIOD OF FIVE YEARS, PLUS AUTOMATIC ONE YEAR RENEWALS.

At a Regular Meeting of the New Haven Parking Authority, duly warned and open to the public, held via Zoom at 5:30 p.m. on Monday, April 19, 2021, Commissioners of the Authority being present, the above Motion was proposed by Commissioner _____, seconded by Commissioner _____, put to vote and unanimously adopted.

Certified to be a true and correct copy.

Douglas Hausladen
Secretary



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**DRAFT AGREEMENT WITH FINAL REVIEW IN PROCESS BY NHPA COUNSEL AS TO FINAL
FORM AND TERMS**

Multiview Corporation

Master Subscription Agreement

New Haven Parking Authority

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MASTER SUBSCRIPTION AGREEMENT

Financial Terms Summary

		Annual Subscription	Professional Services	Total
ERP Financials		\$ 41,806.80	\$ 30,600.00	\$ 72,406.80
			US Dollars	\$ 72,406.80
Terms				
Upon Signature			100.0%	\$ 72,406.80
Year 2 (Post Go-live - Annual)				\$ 41,806.80
Year 3 (Post Go-live - Annual)				\$ 41,806.80
Year 4 (Post Go-live - Annual)				\$ 41,806.80
Year 5 (Post Go-live - Annual)				\$ 41,806.80

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ERP Financials ORDER AGREEMENT between

Multiview Corporation
1111 Prince of Wales Drive; Suite 302
Ottawa ON K2C 3T2
Phone 613.225.5050
Fax 613.225.0505

Date: March 17, 2021

And

New Haven Parking Authority
232 George Street
New Haven, CT 06510
Phone: 203-946-8933

Applicable state sales tax to be applied to invoice

Multiview Licensing		Users		Total
Desktop Users				
	Core Accounting	5		\$ 17,400.00
	Business Intelligence	1		\$ 1,128.00
	Purchase Order	12		\$ 9,936.00
	Infrastructure Technology	1		\$ 17,988.00
	Annual Subscription			\$ 46,452.00
	Discount			\$ (4,645.20)
	Net Subscription Amount			\$ 41,806.80
Days	Professional Services	Daily Rate		
34.0	Consulting and Education Services	\$ 2,000.00		\$ 68,000.00
	Other	-		\$ -
	Discount			\$ (37,400.00)
	Total Consulting and Education			\$ 30,600.00
	Net Agreement		US Dollars	\$ 72,406.80

THE USER AGREES TO PURCHASE THESE GOODS AND SERVICES FROM MULTIVIEW, AND MULTIVIEW AGREES TO SELL THESE GOODS AND SERVICES TO THE USER AND GRANT THE USER NON-EXCLUSIVE LICENSE TO USE THE SOFTWARE AND OPTIONS FOR THE TOTAL PRICE, SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE.

THIS AGREEMENT CONSISTS OF THE FACE AND REVERSE SIDE AND IS THE COMPLETE AGREEMENT BETWEEN THE PARTIES. THE USER ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. NEITHER PARTY SHALL BE BOUND BY ANY STATEMENT NOR REPRESENTATION NOT CONTAINED IN THIS AGREEMENT.

New Haven Parking Authority

AUTHORIZED

SIGNATURE: _____

NAME (Please Print): _____

TITLE: _____

DATE: _____

Multiview Corporation

AUTHORIZED

SIGNATURE: _____

NAME (Please Print): Michael Johnson

TITLE: President

DATE: _____

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MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement ("Agreement") is entered into and effective as of March 17, 2021 (the "Effective Date") by and between Multiview Corporation, a Delaware corporation, having a place of business at 1111 Prince of Wales Drive, Suite 302, Ottawa, Ontario, Canada K2C 3T2 ("Multiview") and New Haven Parking Authority, a special purpose municipal corporation by Special Act 51-473 of the General Assembly of the State of Connecticut, as amended an CT corporation, having a place of business at 232 George Street, New Haven, CT 06510 ("Customer").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

For the purposes of this Agreement, in addition to the capitalized terms defined elsewhere in this Agreement, the following terms shall have the meanings ascribed to them as follows:

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this Agreement, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity;

"Application" means any of the separate financial, accounting and/or business intelligence applications or functional units within the Service for which Multiview charges separate Monthly Services Fees;

"Customer Data" means all electronic data or information submitted by Customer and/or its Users to the Service;

"Deliverable" means any software, studies, documentation and/or other materials prepared by Multiview for Customer as described in an SOW;

"Documentation" means the online user documentation for the Service as updated by Multiview from time to time;

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs;

"Monthly Services Fee" means the monthly fees (as specified in a Service Subscription Order Form executed by the parties) payable by Customer to Multiview for the right to receive access to the various Application(s) within the Service for which Customer has subscribed for the number of User(s) for which Customer has subscribed;

"Professional Services" means the services to be provided by Multiview to Customer for the development of Deliverables, all as described in an SOW;

"Service" means Multiview's online financial,

accounting and business intelligence software, as further described in the Documentation;

"Service Subscription Order Form" means a written document executed by the parties that specifies the Application(s) within the Service for which Customer is subscribing, the number of User(s) for which Customer is obtaining subscriptions, the applicable subscription period(s), the Monthly Services Fees and any other additional commercial terms agreed by the parties;

"Statement of Work" or "SOW" means a statement of work for Professional Services and/or Deliverables that is executed by the parties;

"Subscription Period" means an initial subscription period for the Application(s) within the Service for which Customer is subscribing as specified in the Service Subscription Order Form executed by the parties;

"Term" has the meaning ascribed to that term in Section 10.1; and

"User" means an employee or contractor of Customer that is authorized by Customer to use the Service, and who has been supplied a user account and password by Customer (or by Multiview at Customer's request) for the Service.

2. Grant of License.

2.1 Provision of Service. Conditioned on the provisions in this Section 2 and the other terms and conditions of this Agreement, including payment of the applicable fees, Multiview shall make the Service available to Customer (to the extent of the Application(s) within the Service for which Customer has subscribed and for the number of User(s) for which Customer has subscribed) for Customer's internal business use during the Subscription Period. Customer's right to use the Service shall be in accordance with any additional conditions, restrictions or parameters specified in the applicable Service Subscription Order Form(s) executed by Multiview and Customer.

2.2 User Accounts. User accounts are for use by designated Users and cannot be shared or used by

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more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Service.

2.3 Customer Affiliates. Customer Affiliates may use the Service subject to the terms of this Agreement. Customer shall cause each Customer Affiliate to comply with the terms and conditions of this Agreement to the full extent as if such Affiliate were a party hereto, and any act or omission relating to this Agreement by such Customer Affiliate shall be deemed an act or omission of Customer. In addition, each party may use one or more Affiliates to perform its obligations under this Agreement, provided that such use shall not affect such party's obligations hereunder and any act or omission by such Affiliate relating to this Agreement shall be deemed an act or omission of such party.

3. Use of the Service.

3.1 Multiview Responsibilities. Multiview shall: (i) in addition to its confidentiality obligations hereunder, not use or modify the Customer Data (except for the purposes of performing its obligations or exercising its rights under this Agreement) or disclose the Customer Data to anyone other than Customer and the applicable Users(s); (ii) maintain the security and integrity of the Service and the Customer Data; (iii) provide basic support to Customer's Users, at no additional charge, in accordance with the service level terms set forth in Schedule B; and (iv) use commercially reasonable efforts to make the Service available twenty-four (24) hours a day, seven (7) days a week, except for: (a) planned downtime (of which Multiview shall give at least ~~twenty-four~~ (24) hours notice via the Service and which Multiview shall schedule to the extent reasonably practicable during the weekend hours from 6:00 p.m. Eastern Time Friday to 3:00 a.m. Eastern Time Monday); or (b) any unavailability caused by circumstances beyond Multiview's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Multiview employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Multiview's possession or reasonable control, and denial of service attacks.

3.2 Customer Responsibilities. Customer is responsible for all activities that occur in User accounts and for Users' compliance with this

Agreement and the Documentation. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and once Customer has knowledge of an unauthorized use, notify Multiview promptly of any such unauthorized access or use; and (iii) comply with all applicable local, provincial, state, federal and foreign laws in using the Service.

3.3 Use Guidelines. Customer shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party; (ii) use the Service to store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that violates third-party privacy or publicity rights; (iii) upload any Malicious Code to the Service; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

3.4 Professional Services. If Customer wishes to order Professional Services, Customer shall notify Multiview and the parties will negotiate in good faith an applicable SOW. Upon execution of an SOW by the parties and subject to the terms and conditions set forth in Schedule A, Multiview will provide Professional Services (including the development of Deliverables) for Customer all as described in such SOW. The template Statement of Work to be used by the parties for Professional Services pursuant to this Agreement is set forth in Schedule C.

3.5 Publicity. Neither party may issue press releases relating to this Agreement without the other party's prior written consent. Each party may include the name and logo of the other party in lists of customers or vendors in accordance with the other party's standard trademark guidelines.

4. Fees and Payment.

4.1 Fees. In consideration for the receipt of the Service, Customer shall pay Multiview the Monthly Services Fees, which shall be paid annually in advance, all as specified in an applicable Service Subscription Order Form executed by the parties and any Professional Services fees as specified in any SOWs. All amounts are payable in United States dollars. Price Increase: For the initial Sixty (60) month term of the agreement, Multiview commits to

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a zero (0) % increase on the subscription annual renewal fees as outlined for the initial scope of user subscriptions. Beginning in month Sixty-one (61) of the initial agreement, the annual subscription renewal rate may be subject to increases on the lesser of CPI or three (3) % through the remainder of the initial term.

4.2 Invoicing and Payment. Fees for the Service will be invoiced annually in advance unless otherwise specified or an applicable Service Subscription Order Form executed by the parties. Unless otherwise stated in an invoice, charges are due net thirty (30) days from the invoice date. Fees for Professional Services fees will be invoiced as specified in the applicable SOW, but unless specified otherwise in the SOW will be due net thirty (30) days from the date of completion of the applicable Professional Service. Customer is responsible for maintaining complete and accurate billing and contact information with Multiview.

4.3 Overdue Payments. ~~If a~~Any payment ~~required to be paid not received fromby~~ Customer ~~is not paid within ten (10) days after the date such payment is due by the due date may accrue~~, at Multiview's discretion, ~~Multiview may charge~~ late charges at the rate of 1.0% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

4.4 Taxes. Unless otherwise stated, Multiview's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, goods and ~~services, useservices, use~~ or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on Multiview's net income or property. If Multiview has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Multiview with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.5 Audit Rights. Multiview shall have the right to use the capabilities of the Service to confirm the number of Users using the Service and Customer's compliance with this Agreement.

5. Proprietary Rights.

5.1 Reservation of Rights. Subject to the limited rights expressly granted in this Agreement, Multiview reserves all rights, title and interest in and to the Service, including all related intellectual property rights. No rights are granted to Customer pursuant to this Agreement other than as expressly set forth in this Agreement.

5.2 Restrictions. Customer shall not (and shall not allow any third party to): (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Service except to the extent that enforcement is prohibited by applicable law notwithstanding a contractual provision to the contrary; (b) circumvent any user limits or other timing or use restrictions that are built into the Service; (c) remove any proprietary notices, labels, or marks from the Service or Documentation; (d) frame or mirror any content forming part of the Service; or (e) access the Service in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Service.

5.3 Customer Data. As between Multiview and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer Data is deemed Customer's Confidential Information under this Agreement. Multiview shall not access Customer's User accounts, including Customer Data, except to respond to service or technical problems or at Customer's request or as necessary for the operation of the Service or billing. Customer hereby grants Multiview a non-exclusive license for the Term (and for thirty (30) days thereafter) to utilize the Customer Data as ~~described in this Agreement~~reasonably required to provide the Service.

5.4 Suggestions. Multiview shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual, unrestricted license to use or incorporate into the Service and/or any other products or services any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Users relating to the Service.

6. Confidentiality.

6.1 Definition of Confidential Information. As used herein, "Confidential Information" means all confidential and proprietary information of a party (the "Disclosing Party") disclosed to the other party (the "Receiving Party"), whether orally or in

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writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all SOWs hereunder), the Customer Data, the Service, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

6.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

6.3 Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

6.4 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6.5 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections in this Agreement, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies may be inadequate.

7. Warranties and Disclaimers.

7.1 Warranties. Each party warrants that it has the legal power to enter into this Agreement. Multiview warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) the Service shall perform materially in accordance with the Documentation; and (iii) the Service will not contain or transmit to Customer any Malicious Code (except for any Malicious Code contained in User or Customer-uploaded materials or otherwise originating from Customer or a User).

~~**7.2 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, MULTIVIEW MAKES NO REPRESENTATIONS AND PROVIDES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.~~

8. Mutual Indemnification.

8.1 Indemnification by Multiview. Subject to the terms and conditions of this Agreement, Multiview shall, at its own expense, defend Customer in any action, suit or proceeding by a third party alleging that the Service infringes or misappropriates any patent, trademark, trade secret, copyright or any other intellectual property rights of such third party (an "IP Claim") and shall indemnify and hold Customer harmless from and against any settlement amounts agreed in writing by Multiview and/or any losses, damages, expenses or costs (including but not limited to reasonable attorneys' fees) awarded to such third party against Customer by a court or tribunal of competent jurisdiction in such IP Claim. As conditions for such defense and indemnification by Multiview, (i) Customer shall notify Multiview promptly in writing upon becoming aware of all pending IP Claims; (ii) Customer shall give Multiview sole control of the defense and settlement of such IP Claims; (iii) Customer shall cooperate fully with Multiview in the defense or settlement of such IP Claims; and (iv) Customer shall not settle any IP Claims without Multiview's written consent, or compromise the defense of any such IP Claims or make any admissions in respect thereto.

8.2 Mitigation. If (a) Multiview becomes

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aware of an actual or potential IP Claim, or (b) Customer provides Multiview with notice of an actual or potential IP Claim, Multiview may (or in the case of an injunction against Customer, shall), at Multiview's sole option and determination: (I) procure for Customer the right to continue to use the Service; or (II) replace or modify the Service with equivalent or better functionality so that Customer's use is no longer infringing; or (III) if (I) or (II) are not commercially reasonable, terminate provision of the Service and refund to Customer any pre-paid Service fees for any periods after the termination of the Service, less any outstanding moneys owed by Customer to Multiview.

8.3 Exclusions. The obligations in Sections 8.1 and 8.2 do not extend to (1) any IP Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the Service furnished by Multiview with other products, software or services not provided by Multiview; (2) any IP Claim related to any Customer Data, or (3) any IP Claim related to any use or exercise of any other right in respect to the Service outside the scope of the rights granted in this Agreement.

8.4 Indemnification by Customer. ~~Subject to the terms and conditions of this Agreement, Customer shall, at its own expense, defend Multiview, its Affiliates and its and their directors, officers, employees and agents (the "Multiview Indemnitees") in any action, suit or proceeding brought by a third party against any of the Multiview Indemnitees alleging that the Customer Data, or Customer's use of the Service in violation of this Agreement, infringes or misappropriates the intellectual property or other rights of, or has otherwise harmed, a third party ("Customer Claims") and shall indemnify and hold the Multiview Indemnitees harmless from and against any settlement amounts agreed in writing by Customer and/or any losses, damages, expenses or costs (including but not limited to reasonable attorneys' fees) awarded to such third party against any of the Multiview Indemnitees by a court or tribunal of competent jurisdiction in any such Customer Claim. As conditions for such defense and indemnification by Customer, (i) Multiview shall notify Customer promptly in writing upon becoming aware of all pending Customer Claims; (ii) Multiview shall give Customer sole control of the defense and settlement of such Customer Claims; (iii) Multiview shall cooperate fully with Customer in the defense or settlement of~~

~~such Customer Claims; and (iv) Multiview shall not settle any Customer Claims without Customer's written consent, or compromise the defense of any such Customer Claims or make any admissions in respect thereto.~~

9. Limitation of Liability.

9.1 Limitation of Liability. ~~IN NO EVENT SHALL MULTIVIEW HAVE ANY LIABILITY TO CUSTOMER FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS) HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT MULTIVIEW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IF CUSTOMER CANNOT UTILIZE MULTIVIEW'S SERVICE FOR TWENTY-FOUR (24) CONSECUTIVE HOURS OR MORE.~~ IN NO EVENT SHALL MULTIVIEW'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER PURSUANT TO THIS AGREEMENT.

9.2 Certain Damages Not Excluded. NOTWITHSTANDING THE FOREGOING, NO LIMITATION LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY TO (I) DAMAGES ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (II) DAMAGES ARISING FROM ANY INFRINGEMENT AND/OR MISAPPROPRIATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS; (III) ANY CLAIMS FOR NON-PAYMENT; OR (IV) A PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO THIS AGREEMENT.

10. Term and Termination.

10.1 Term of Agreement. This Agreement shall commence as of the Effective Date and shall continue

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in effect for an initial term of five (5) years (such initial term referred to in this Agreement as the "Initial Term"). Thereafter, the term of the Agreement shall be automatically renewed annually on the anniversary of the Effective Date for additional one (1) year renewal terms (any such subsequent renewal terms referred to in this Agreement as a "Renewal Term"), unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to the end of the Initial Term or any Renewal Term hereof. Collectively, the Initial Term and any subsequent Renewal Terms shall constitute the "Term". If this Agreement expires and there are any outstanding Service Subscription Order Forms that have Subscription Periods that extend beyond the effective date of expiration of this Agreement, then this Agreement shall remain in effect in respect to such Service Subscription Order Forms until such Subscription Periods have completed, whereupon this Agreement shall expire (subject to Section 10.4 (Surviving Provisions)). If this Agreement is terminated for cause by either of the parties then all Service Subscription Order Forms shall terminate at the same time as this Agreement terminates.

10.2 Termination for Cause. A party may terminate this Agreement for cause: (i) upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer, Multiview shall refund Customer any prepaid fees for any periods after the termination of the Agreement.

10.3 Outstanding Fees. Termination or expiration of this Agreement shall not relieve Customer of the obligation to pay any fees accrued or payable to Multiview prior to the effective date of termination or expiration of this Agreement.

10.4 Surviving Provisions. The following provisions shall survive any termination or expiration of this Agreement: Sections 4 through 11.

11. General Provisions.

11.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency,

fiduciary or employment relationship between the parties. The parties hereto acknowledge and agree that Multiview shall have the sole obligation and responsibility to pay any and all federal, state and local taxes, including wage withholding, payroll, unemployment insurance, Social Security, and sales and income taxes, associated with any payments or other compensation Multiview directly or indirectly receives from the Customer; and that neither Multiview nor any employees or other personnel of Multiview are entitled to receive or are eligible for any benefits which accrue to employees of the Customer, including without limitation such benefits as health insurance and retirement benefits.

11.2 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.3 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the second business day after sending by email. Notices to Multiview shall be addressed to the attention of the Legal Department. Notices to Customer shall be addressed to Customer's signatory of this Agreement unless otherwise designated below.

11.4 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

11.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, each party may assign this Agreement in its entirety (including all SOWs), without consent of the other party, to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale

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of all or substantially all of its business, stock or assets. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.7 Governing Law. This Agreement shall be governed by the laws of the State of ~~Connecticut~~New York, without regard to its conflict of law principles. No choice of laws rules of any jurisdiction shall apply to this Agreement. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded. The parties confirm that it is their wish that this Agreement as well as all other documents relating to this Agreement, including notices, be drawn up in English only.

11.8 Venue; Waiver of Jury Trial. The provincial and federal courts located in ~~Connecticut~~New York, shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

11.9 Force Majeure. Neither party shall be responsible for its failure to perform to the extent due to unforeseen circumstances or causes beyond its control, including but not limited to acts of God, wars, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, or strikes, labor problems (other than those involving the employees of the affected party), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within a party's possession or reasonable control, provided that such party gives the other party prompt written notice of the failure to perform and the reason therefore and

uses its reasonable efforts to limit the resulting delay in its performance.

11.10 Export. Customer acknowledges and agrees that the Service may be subject to export and import controls under the regulations of the United States and other countries, and Customer shall comply with all export and import control regulations of such countries. Customer shall not use the Service for any purposes prohibited by export laws, including, without limitation, nuclear, chemical or biological weapons proliferation. Customer shall be responsible for procuring all required permissions for any subsequent export, import or use of the Service.

11.11 Entire Agreement. This Agreement, including all schedules, exhibits and addenda hereto and all SOWs and Service Subscription Order Forms constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any schedule, exhibit or addendum hereto or any SOW or Service Subscription Order Form, the terms of such schedule, exhibit, addendum, SOW or Service Subscription Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

11.12 Counterparts. This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the Effective Date:

Multiview Corporation

New Haven Parking Authority

By: _____

By: _____

Print Name: Michael Johnson

Print Name: _____

Title: President

Title: _____

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Date: _____

Date: _____

Name and/or title of person authorized to receive notices for
Customer under this Agreement (if different from above):

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**SCHEDULE A
STATEMENT OF WORK (SOW)**

The following terms and conditions are incorporated into the Agreement. Capitalized words not defined in this Schedule shall have the meaning ascribed to such words in the Agreement.

This Statement of Work is incorporated as an Exhibit to the Master Subscription Agreement (the "Agreement") between Multiview Corporation ("Company") and New Haven Parking Authority ("Customer").

Purpose

Multiview's Implementation Specialist proposes the following implementation Professional Services for Customer. This Statement of Work serves as the outline of the agreed upon Professional Services and is subject to relevant definitions, terms and conditions as set forth in the Agreement and as further set forth in this Statement of Work.

Project Scope

Multiview has been engaged by Customer to provide software and services to assist in converting from their existing financial software or service to the Service.

The scope of these professional services includes software, project management, technical services and training services (detailed below).

Overview Deliverables by Multiview:

- o Project Management Services including Implementation Project Plan
- o Oracle database software
- o Multiview n10 software (current released version)
- o Historical Data Conversion – Test cycle(s)
- o Historical Data Conversion – Go Live
- o Training and education services – Remote and onsite
- o Interface Development and Custom work (as defined below)

Modules to be implemented

- o Number of Company(s)
- o General Ledger
- o ViewPoint BI Analytics and Dashboards
- o Accounts Payable
- o Asset Management
- o Workflow (AP, PO)
- o Accounts Receivable
- o Purchasing
- o Project Management

Data Conversion

3
Historical details
N/A
Vendors + Open Items
Active Assets + Accum. Depreciation
N/A
Customers + Open Items
Suppliers + Open Items
N/A

* For the purposes of this section, the Multiview definition of "Company" is used. The characteristics of a Company in Multiview terms are as follows:

- o Constitutes a separate legal or arms-length tax entity
- o Has its own federal tax identification number (e.g. FEIN, TIN, BIN)
- o Holds the Retained Earnings account that is the target of financial closing entries (close P&L to balance sheet)
- o Creates its own 1099-MISC annual reporting

Technical Services

Hardware / Software

Cloud Deployment

- o Vendor managed, Internet-based service where aspects such as infrastructure hosting and backup management are provided by Multiview.
- o Secure access via a web browser is provided to Users
- o Assist Customer in configuring workstations and printers for use by the Service

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The following services will be provided for test conversions and go-live conversion

- Database transfer facility between Multiview and Customer server using secure FTP
- Convert historical data as described herein
- Ongoing corrections and data re-load per direction from Customer

Technical Work – Interfaces

- Interface 1: IntegraPark PARIS to GL
- Perform technical coding & changes as agreed upon with Customer
 - Multiview interface development assumes Customer provides data feeds (pushed to MV)
- Install Interfaces on Customer's test & production databases

Technical Work – Forms

- Review and analyze all forms required by including:
 - Accounts Payable Check Form(s): 1 format
 - Accounts Payable ACH Form(s): 1 format
 - Purchase Order Form(s): 1 format
 - Accounts Receivable Statement(s): 1 format
 - Accounts Receivable Invoice(s): 1 format

Technical Work – Custom Development

- N/A

Post Go-live Support

- The Project Manager and Multiview Resource Team (RT) will be responsible for post go-live support for a minimum of 31 days
- At 31 days there will be a formal handover from the consulting team to Multiview Support

Training and Documentation:

- For Modules as defined under Scope
- Formal Training using Customer test conversion database provided
- Remote training as required
 - Phone, email
 - GoToMeeting web sessions
- Workshop and training documentation as required

Historical data conversion

Data conversion is conducted in two distinct phases:

- Phase 1 - Test phase: legacy data is used to populate a test environment, to allow Customer to conduct quality assurance on both the converted data itself as well as on the conversion process rules.
- Phase 2 - uses the conversion programs from Phase 1 to populate the production database at Go-Live.

Client must convert its historical data into the empty templates Multiview supplies under the guidance of a member of the Multiview implementation team. It is solely the Client's responsibility to reconcile the data in all ledgers (i.e. both balances and transactions) between that newly available in Multiview and that available from legacy systems.

Only the following legacy data conversion is in scope of this SOW:

- General Ledger:
 - Account balances
 - Transactions for the current year and prior year
- Accounts Receivable:
 - Customers
 - Open items (remaining balance amount by Customer)
- Accounts Payable:
 - Vendors
 - Open items (remaining invoice amount by Vendor)

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- Purchasing
 - Suppliers
- Fixed Assets
 - Active Assets
 - Accumulated Depreciation

Client Responsibilities:

- Assign Client Project Lead
- Attendance at project status meetings
- Execution in accordance with project plan and quality standards
 - Client will provide all necessary resources (personnel, data, documentation, decisions) of a quality and quantity required, on a timely basis, timeliness being defined by the Target Completion date(s) in the Project Plan.
 - Client will provide timely acceptance of critical deliverables in accordance with timeframes of the project plan.
 - Non-acceptance of a deliverable may result in changes to the established project plan.

This Statement of Work depicts various high-level deliverables that are part of this Statement of Work. The detailed activities, timelines, and resources to create and deliver each of these outputs will be articulated in the Project Plan.

Business objectives

Multiview has been engaged by Customer to provide software and related Professional Services to assist in converting from their existing financial software to the target software.

The scope of these professional services includes software installation and configuration, project management, technical services and training services, all as detailed in subsequent portions of this Schedule.

High-level deliverables

This Statement of Work comprises the following high-level deliverables. The detailed activities, timelines, and resources to deliver each of these outputs will be detailed in the Project Plan (see the section on Project Management approach below for further details).

Project Management Services

The Multiview Project Lead owns and manages the Project Plan. Project Management Services provided include the early provision and regular updating of a Project Plan, monitoring the status of all project activities, reporting project status and risk areas on an agreed-upon schedule with Customer, proposing risk mitigation activities as and when required, project communications, managing change requests, and steering the Project to timely and satisfactory completion of all deliverables defined in this Statement of Work.

Database software

This deliverable includes the installation and configuration of an Oracle Relational Database Management System (RDBMS) license on the Multiview managed test and production server(s), to support the Multiview application. Initial (empty) databases are provided as well as access to both instances. All Oracle license costs are included in the Multiview User License agreement.

Multiview Software

This deliverable includes the installation and configuration of Multiview software, on the Multiview managed test and production server(s).

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Education Services

This deliverable comprises the delivery of education services for the software modules in scope of this SOW. Primary training is a combination of on-site and remote-based sessions, using the Customer's test database populated with data resulting from the Phase 1 (Test) conversion outputs i.e. on a test database using data that should be familiar to students. Education materials include the necessary documentation manuals, training materials, workshop exercises etc.

Documentation

This deliverable comprises the transfer of necessary product documentation to the Customer, for the modules that are in scope. Note that much of this transfer occurs during the delivery of Education Services.

Live System

This deliverable – which is tightly-bound to the “Go-Live” milestone (see Project Management Approach chapter below) – represents a working, fully configured system, in the production environment, for which users have been appropriately trained, that is populated with all necessary historical data that is within scope, and has all necessary interfaces functioning.

Assumptions

“Go-Live” date is all-or-nothing

For the modules in scope, an agreed upon go live date will be referenced within the Project Plan (see page Project Management Approach). This project will deliver all in-scope functionality monolithically, not incrementally. Client will be required to sign off on the Go-live checklist to indicate that all preparations are completed. The Go-live checklist is a consolidation of various approval milestones in the project plan.

Historical data

The Customer has access to, an understanding of, and will provide to Multiview on a timely basis, all historical data that is in the scope of data conversion activities of the project.

Data conversion quality assurance

The Customer's designated personnel are available, and have the necessary background and knowledge, to perform audits and tests of all data conversion processes and outputs.

Interface data available

The Customer has access to the internal and/or external sources of data to which, or from which, Multiview must create interfaces, and has the necessary understanding of said sources structure and content that is needed to create interface programs.

Interface quality assurance

The Customer's designated personnel are available, and have the necessary background and knowledge, to perform audits and tests of all interface processes and outputs.

Technology installation/update

The Customer is willing and able to install and/or update workstations, printers and scanners as required by, and agreed upon, with Multiview

Network troubleshooting

The Customer is able to provide knowledgeable and timely network troubleshooting when requested.

Attendance at project status meetings

The Customer will attend all project status meetings, on the schedule agreed to at project initiation, and will provide timely and complete information about Customer activities relevant to the Project.

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Attendance at training classes

The necessary Customer personnel will be available and attend training classes at the times and dates as per the agreed upon schedule in the Project Plan.

De facto acceptance

When any action is required by Client to indicate non-acceptance of a deliverable, such action must be taken within the timeframe established by the Project Plan or by the Master Agreement. If no action is taken during the acceptance time window, the deliverable will be deemed to be accepted/approved de facto.

Time is of the essence

The assumption that "time is of the essence" guides the contents of this SOW, and shapes the Project Plan and Schedule that will be developed as a first deliverable of this Project.

Project Management approach

Methodology

In general, Multiview's project management approach will be guided by the PMBOK® (Project Management Body of Knowledge) as developed by the Project Management Institute. The baseline approach articulated therein is customized to the particular requirements of a Multiview implementation project (as reflected in the generic template – see below), and further localized to Customer's unique situation and environment.

Project Plan

Multiview manages all implementation projects with a detailed Project Plan. Over the years, and based on best practices from experience, a generic Implementation Project Plan template has been developed internally. This template is used as the initial basis from which a Customer-specific Project Plan is created, taking into account the unique characteristics of the Customer (personnel, legacy systems, business goals, data volumes, timelines). The Template, and the resulting Project Plan, outline all Project activities (tasks), the schedule for activities, the resources required for each activity, and the dependencies between tasks (i.e. which tasks must precede others).

The creation of the Project Plan – and its approval by Customer – is one of the first activities in the Project, and commences immediately after project initiation.

Project Quality Management

One of the most important aspects of Project Quality Management occurs before the project ever begins: Product Quality Management. A separate Quality Assurance (QA) department within Multiview ensures that all modules achieve necessary targets for quality before the software is ever released. The QA departments uses both manual testing and a large suite of automated tests to perform their work and validate quality. Given that Multiview is used "out of the box" by Customer, this process of internal QA, pre-release, ensures that one of the largest risks for Project Quality is effectively eliminated early in the game.

Multiview's approach to Project Quality Management is to integrate QA activities – particularly testing tasks – into each Project Plan task. For example, the Work Breakdown Structure (WBS) work package for the GL Chart of Accounts includes sub-tasks to review, validate and approve the Chart of Accounts design. A second example is for Data Conversion, in which processes are specified and programmed to convert data from legacy systems into a test environment – this environment being the one used for Education Services. By doing so, we can ensure that the data conversion programs are correct before they are used to populate the production database.

Project Change Control (Project Scope Management)

A number of documents contribute to determine the scope of the Project, the present document being a crucial one. During the execution of the Project Plan, it may transpire that Customer requests action that is not in the original Scope (content, timeline, cost) of the SOW. Should this happen, Project Change Control is initiated.

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The mechanics of Project Change Control differ from customer to customer, and so the details are defined as part of the project initiation activities. Without limiting this statement, all Project Change Control processes will include at least the following:

1. Customer Project Lead documents the change being considered, and requests an assessment from the Multiview Project Lead. Multiview Project Lead may at this point propose alternate routes to meeting the need that do NOT require Change Control.
2. Multiview Project Lead reviews the request, clarifies any ambiguities with the Customer Project Lead, then engages the necessary Multiview personnel.
3. Multiview assesses the impact of the change on Project content, from the standpoint of cost, schedule, and quality risk. Costing for professional resources will be done in accordance with the price levels set in the Master Agreement.
4. Multiview assesses the impact of the change on Project content, from the standpoint of cost, schedule, and quality risk. Costing for professional resources will be done in accordance with the price levels set in the Master Agreement.
5. Customer Project Lead, perhaps by convening the CSC, approves or rejects the change. If approved, the Project Plan is modified accordingly by the Multiview Project Lead, and a communications strategy is executed to ensure all stakeholders are kept informed, including any go-live date changes if necessary.

Reporting

While Reporting is covered as a work package within the WBS of the Project Plan, Multiview's unique tools and approach bear separate discussion.

Philosophy

The focus of Multiview's reporting philosophy is to give each end user powerful tools (i.e. our BI, Analytics, Pivot, Query, Graph and Dashboard toolset) that allow him or her to meet their unique needs easily. As such, a large focus of the Education Services that form part of the SOW is on Reporting tools. Our goal is to make every customer autonomous with reporting and report creation.

Standard Reports

Unlike other vendors, Multiview's philosophy is that reporting is unique to each customer. There is a set of standard reports packaged with the Multiview product suite which at present numbers 50 Standard Reports. These are generic transactional reports that have evolved over time based on observed best practices in our customer base.

During the implementation project, we work jointly with customer personnel to create the first three (3) Financial Statement reports (Profit & Loss, Balance Sheet, Cash Flow Statement), the objective in so doing is to make the customer capable of building their own reports as and when the requirement arises.

Reducing the need for paper

Our focus is on optimizing the user experience with interactive, user-controlled tools and placing less emphasis on pre-defined outputs. New customers often find that they have far less need for predefined, and/or printed outputs, once they become familiar with our powerful real-time query capabilities.

Each of the tools in the Multiview reporting toolset is best suited to a particular need. For example, the BI tool is best for "list-style" printed reports that need to have a specific layout. The Analytics tool, conversely, is better suited for real-time, multi-dimensional on-line OLAP-style usage. The use case for each tool is explained during the Education Services portion of the SOW.

Ongoing assistance always available

Some customers have chosen at times to outsource the creation of custom or ad hoc reports to Multiview. When requested, Multiview Professional Services is available to do such work on a time and materials basis, at our prevailing hourly rate, which is outlined in the Master Agreement.

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**SCHEDULE B
SERVICE LEVEL TERMS**

The following terms and conditions are incorporated into the Agreement. Capitalized words not defined in this Schedule shall have the meaning ascribed to such words in the Agreement.

Overview

This Schedule sets forth the basic support and maintenance provided by Multiview for the Service.

Goals & Objectives

The purpose of this Schedule is to provide a definitive description of the support and maintenance provided by Multiview in respect to the Service.

The objectives of this Schedule are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of the support services being provided to Customer.

In-scope Services

The following detailed support service parameters are the responsibility of Multiview in the ongoing support of the Service.

Methods

- Manned telephone support
- Monitored email support
- Remote assistance using connection tools such as GoToMeeting
- Planned or emergency onsite assistance (extra costs apply).

Coverage

- Service related questions or issues
(Note implementation and training of new functionality or currently unused functionality is provided by Multiview's Professional Services Organization (PSO))
- Collaboration with Customer's IT departments as required
- A full-managed web based service

Customer Requirements

Customer responsibilities and/or requirements include:

- Payment for all Service subscription fees at the required times.
- Reasonable availability and assistance of customer representative(s) when resolving a Service related incident or request.

Multiview Requirements

Multiview responsibilities and/or requirements include:

- Meeting response times associated for Service related incidents.
- Appropriate notification to Customer for all scheduled maintenance.

Service Management

Effective support of in-scope support services is a result of maintaining consistent Service levels. The following sections provide relevant details on support service availability, monitoring of in-scope services and related components.

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Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support: 8:00 A.M. to 8:00 P.M. Monday – Friday (Eastern Time)
- Calls received out of office hours will be returned the next working day.
- Email support: Monitored 8:00 A.M. to 8:00 P.M. Monday – Friday (Eastern Time)
- Emails received outside of office hours will be responded to the next working day.

Support Requests

Multiview will respond to support related incidents and/or requests submitted by the Customer within the following time frames:

- 0-1 business hours for issues classified as **Urgent** priority.
- Within 2 business hours for issues classified as **High** priority.
- Within 4 business hours for issues classified as **Medium/Low** priority.
- Progress updates on open issues as agreed with Customer

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

Communication

From time to time Multiview will send general product announcements, maintenance requests, conference news and training information by email. Users may opt out upon request.

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**SCHEDULE C
PROFESSIONAL SERVICE TERMS**

The following terms and conditions are incorporated into the Agreement. Capitalized words not defined in this Schedule shall have the meaning ascribed to such words in the Agreement.

Multiview is willing to provide Professional Services (including the development of Deliverables) on a time and materials or fixed price basis according to the terms and conditions set forth in this Schedule. Such Professional Services may include: instruction and training on the use of Multiview products and services; evaluation, design and implementation of system architectures; custom development; and Service deployment consultations.

1. **General.** All Professional Services to be performed and Deliverables to be developed by Multiview at Customer's request shall be described in a Statement of Work, in such form as may be mutually agreed by the parties. Upon execution by authorized representatives of each party, each Statement of Work shall become a part of the Agreement. Each Statement of Work will incorporate the terms and conditions of the Agreement and this Schedule. In the event of a conflict between a Statement of Work and this Schedule or the Agreement, this Schedule or the Agreement, as the case may be, shall prevail.

2. **Multiview's Obligations.** Multiview shall perform Professional Services and develop Deliverables for Customer as described in any Statements of Work agreed to in writing by the parties. Multiview shall perform such Professional Services and develop Deliverables in a reasonable and workmanlike manner in keeping with industry standards and practices. Multiview shall be entitled, ~~in its sole discretion~~, to determine the method and means for performing the Professional Services and developing Deliverables. Customer acknowledges and agrees that Multiview may retain the services of independent consultants ("Subcontractors") from time to time to perform, or to assist Multiview in performing, Professional Services and developing Deliverables under this Schedule or a Statement of Work. Multiview personnel and/or Subcontractors shall remain under the direction and control of Multiview. If Multiview is performing any Professional Services or developing any Deliverables at a Customer facility, then Multiview shall comply with all Customer facility policies, procedures and rules that have been communicated to Multiview in writing.

3. **Customer Obligations.** Customer shall provide timely performance of its obligations under this Schedule or any Statement of Work as required for Multiview to perform its obligations under this Schedule or any Statement of Work. In support of such obligations, Customer shall provide sufficiently qualified personnel who are capable of completing Customer's duties and tasks pursuant to this Schedule or any Statement of Work. Customer acknowledges and agrees that any delay on its part in the performance of its obligations will have an effect on Multiview's performance of the Professional Services and development of the Deliverables.

Multiview may provide Professional Services or may develop Deliverables at Customer's facilities or at Multiview's facilities as set forth in the relevant Statement of Work. If Professional Services are to be provided or Deliverables are to be developed at Customer's facilities, Customer shall provide Multiview with access to Customer's facilities during normal business hours and at such other times as may be reasonably requested by Multiview to facilitate the timely performance of the Professional Services and development of the Deliverables. Customer shall also provide Multiview personnel with working space and office support (such as telephone access, network connectivity and photocopying) while such personnel are performing Professional Services or developing Deliverables at Customer's facilities.

Customer shall designate a project management contact for the purposes of communication with Multiview. The project management contact shall be the primary point of contact for Customer with Multiview for matters relating to the provision of Professional Services and development of Deliverables.

4. **Price and Payment.** Customer shall pay Multiview the fees set forth in the Statement of Work either on a time and materials basis at Multiview's then-current price, or on a fixed price per project basis to be negotiated between the parties. Customer shall reimburse Multiview for all reasonable out of pocket expenses (including travel, lodging and related expenses) incurred by Multiview in the performance of any Professional Services or development of any Deliverables, provided that such expenses are approved in advance in writing by Customer. The fees for Professional Services and development of Deliverables shall exclude all applicable Taxes.

Unless otherwise specified in the Statement of Work, Multiview shall invoice Customer for fees for Professional Services and development of Deliverables provided pursuant to this Agreement or a Statement of Work on a monthly basis. All such fees shall be paid within thirty (30) days of the date of the invoice with a ten (10) day cure period.

5. **Term and Termination.** This Schedule shall remain in effect only during the Term. Customer may terminate a Statement of

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Work without cause upon thirty (30) days prior written notice to Multiview. If Customer terminates a Statement of Work for convenience, Customer shall pay Multiview the full fee for any Professional Services performed or in the case of the development of Deliverables a pro rata portion of the full fee to reflect the amount of development effort (including all other costs for which Multiview has the right to reimbursement) up to the effective date of termination of such Statement of Work.

Each party shall be entitled to immediately terminate this Schedule or a Statement of Work for cause in the event of: (i) a material breach by the other party of its obligations under this Schedule or a Statement of Work, provided that such material breach is notified to such party and is not cured within thirty (30) days of the date of such notice, (ii) the filing of a bankruptcy petition by or against a party, the filing of an assignment for the benefit of creditors, the appointment of a receiver or trustee, (iii) the assignment or attempt to assign a Statement of Work to a third party (except as permitted in the Agreement). In the event of termination for cause, the non-defaulting party may terminate this Schedule and any Statements of Work hereunder. The non-defaulting party's right to terminate shall be in addition to any other rights that it may have in law or in equity.

6. Intellectual Property Rights. Multiview shall own all right, title and interest and all intellectual property rights to any Deliverables created by Multiview pursuant to this Schedule or any Statement of Work hereunder and the Deliverables shall not be considered "works made for hire". Multiview shall retain all right, title and interest and all intellectual property rights to any and all Multiview proprietary information and Multiview software. Subject to payment of the fees set forth in the applicable Statement of Work, Multiview grants to Customer a non-exclusive, non-transferable (except as provided in Section 11.6 of the Agreement) license to use the Deliverables solely in connection with Customer's permitted use of the Service as set forth in Section 2 of the Agreement.

7. Indemnification. Each party shall defend the other party against any actions, proceedings and lawsuits in respect to such party's negligence or intentional misconduct where actions result in death or bodily injury to any person or damage to tangible or real property (a "Claim") and shall indemnify and hold such other party harmless from and against any damages and costs awarded by a court of competent jurisdiction (including reasonable attorney's fees) against such other party in respect to a Claim, subject to the conditions that: (a) the indemnified party gives the indemnifying party prompt notice in writing of each claim received by the indemnified party, (b) the indemnified party gives the indemnifying party the right to control and direct the investigation, defense and settlement of each claim, and (c) indemnified party has not compromised or settled the claim or made any admissions in respect thereto.

8. Non-Solicitation. Customer shall not enter into a contract for or of service with an employee of Multiview who has been involved with, directly or indirectly, any of the Professional Services or development of any Deliverables hereunder within twelve (12) months of such employee's last involvement with such Professional Services or Deliverables. Customer shall be permitted to make generalized employment searches, by advertisements or by engaging firms to conduct searches which are not focused on the employees of Multiview.