

Exhibit A
SOFTWARE USER LICENSE

Distribution and use of Products and Software must be made subject to the following terms and conditions (or terms materially as protective of Mach ("Supplier") and its licensors) regarding the use of the Software by the end user ("you" or "End User").

1. DEFINITIONS

"Documentation" shall mean Supplier's user manuals and handbooks relating to the Software in any form or media, that describe the functionality, components, features, or requirements of the Software, including any aspect of the configuration, integration, operation, or use of the Software.

"Licensed Program" shall mean the executable processing programs of licensed information, which is composed of various modules in the Software package provided by the Licensor.

"Product" shall mean the hardware product purchased by the End User with which this Agreement was provided. "Software" shall mean the software, firmware and other code incorporated in the Product and necessary for use of the Product, in executable code format only, including without limitation any and all computer code, modifications, updates, revisions, manuals and help materials, derivative works and/or improvements thereto. Software also includes any updates, improvements or modifications hereinafter furnished to End User by Supplier, whether requested by End User or initiated by Supplier or the standalone cloud-based and user-interfacing software subscriptions. It is understood that the provision of any such updates, improvements or modifications shall be at Supplier's sole discretion and may be subject to additional fees and/or additional terms and conditions. End User software integrated with the Software through an API shall remain owned by End User and not be deemed as part of the Software.

2. LICENSE GRANT, OWNERSHIP

2.1. License Grant. Subject to the terms and conditions of this Agreement, including, but not limited to, the parties' respective termination rights under Section 3 herein, Supplier grants to End User a revocable, limited, non-exclusive, non-transferable, non-sublicensable license to use the Software solely as incorporated in the Product and solely as necessary for use of the Product in unmodified form as shipped by Supplier and to integrate End User's own or third party software with the Software through its standard API. Notwithstanding the foregoing, in the event the Software is installed on Mach products that are then transferred to third parties, End User may transfer the license granted hereunder with respect to such Software that is installed on Mach products so transferred.

2.2. No Other Rights Granted. End User shall not, and shall not permit any third party to, modify, translate, reverse engineer, decompile, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, or otherwise reduce the Software to human perceivable form except to the extent that such activities may not be prohibited under applicable law and shall not copy or create derivative works of the Software. End User shall not, and shall not permit any third party to, benchmark any competitive products or disclose benchmarking information regarding the performance of the Software. The Software shall be used solely as incorporated in the Product and End User shall not, and shall not permit any third party, to remove the Software from the Product.

The Software is and shall remain the exclusive property of Supplier. Except for the license granted in Section 2.1, Supplier shall retain all right, title and interest, including all intellectual property rights, in and to the Software. End User acknowledges that the licenses granted pursuant to this Agreement do not provide End User with title or ownership of the Software or a copy of the Software, but only a right of limited use. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED BY SUPPLIER OR ITS LICENSORS.

2.3. Third Party Software. End User acknowledges that third party software may be embedded or otherwise delivered with the Software. End User may only use such third-party software as integrated with and part of the Software. Notwithstanding anything to the contrary, any Software owned or licensed by third parties ("Third Party Software") shall be subject to restrictions and limitations set forth in this Agreement and any additional terms and conditions imposed by the respective third party and provided in connection with the Software or the Product (or associated documentation). Suppliers direct and indirect third party licensors shall be third party beneficiaries with respect to such terms and conditions applicable to the respective Third Party Software (including the terms and conditions set forth in this Agreement) and shall have the right to enforce such terms and conditions on their own behalf.

2.4. No Work for Hire. No modification or changes made to the Licensed Program or Documentation by Supplier pursuant to an End User's request shall be considered as constituting, producing, or resulting in a "work for hire" under



the copyright laws of the United States, unless otherwise agreed in a signed writing. Supplier shall for all purposes be deemed the author and originator of all products directly resulting from any work performed by Supplier pursuant to this Agreement, unless otherwise agreed in a signed writing.

3. TERM AND TERMINATION

3.1. Term. This Agreement shall remain in effect perpetually unless terminated as provided below.

3.2. Termination. This Agreement shall automatically terminate in the event of unauthorized distribution, copying or use of the Software by End User or other breach of this Agreement by the End User. The license shall also terminate under this Agreement for any subscriptions upon the failure of End User to pay the recurring license fees; provided, however, that End User shall have a thirty (30) day right to cure such payment failure upon Supplier's written notice thereof. End User shall be entitled to terminate this Agreement at the end of the last paid license term upon thirty (30) days written notice.

3.3. Effect of Termination. Upon termination of this Agreement, the rights and licenses granted to End User under this Agreement shall immediately terminate. End User shall immediately cease all use of the Software (whether or not necessary for use of the Product) and immediately securely destroy or return to Supplier all copies of the Software and any associated documentation. Failure to pay software license fees shall result in the disabling of the Software. No expiration or termination will affect End User's obligation to pay all fees that may have become due before such expiration or termination.

3.4. Survival. Any rights to payment, any right of action for breach of the Agreement prior to termination, and the provisions of Sections 2.2, 3.3, 4-7, and 13-16 shall survive the termination of this Agreement.

4. FEEDBACK

If you provide feedback to Supplier concerning the Software ("Feedback"), Supplier may use it to improve or enhance its products. You hereby grant Supplier a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit such Feedback without restriction.

5. LIMITED WARRANTY; DISCLAIMER OF OTHER WARRANTIES

Supplier warrants that: (i) the Software and any update of the Software will perform substantially in accordance with the specifications found in the user manual in effect as of the date of this Agreement, (ii) the Software shall be free and clear of viruses, trojans, back-doors or any other malicious code. The warranties contained in this Section are made for a period of one year from the date on which the Software or update is delivered to End User or from the date on which a user manual is leased by End User. Supplier does not warrant that the functions contained in the Software or in any update will meet the requirements of End User or Authorized Users or that the operation of the Software or update will be uninterrupted or error free or achieve a particular result. Supplier is not responsible for problems caused by changes in or modifications to the operating characteristics of any computer hardware or operating system for which the Software or an update is procured, nor is Supplier responsible for problems which occur as a result of the use of the Software in conjunction with software or with hardware which is incompatible with the operating system for which the Software is being procured. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THE SOFTWARE IS PROVIDED "AS IS" AND SUPPLIER AND ITS LICENSORS MAKE NO PROMISES, REPRESENTATION OR WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING THEIR CONDITION, QUALITY, DURABILITY, SUITABILITY OR THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND SUPPLIER AND ITS LICENSORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THE IMPLIED CONDITIONS OF SATISFACTORY QUALITY AND ACCEPTANCE AS WELL AS ANY WARRANTY ARISING BY LAW OR FROM A COURSE OF DEALING OR USAGE, OR LOCAL JURISDICTIONAL ANALOGUES TO THE ABOVE AND OTHER IMPLIED OR STATUTORY WARRANTIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ALL OPEN SOURCE COMPONENTS AND OTHER THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN END USER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN SOURCE COMPONENTS AND THIRD-PARTY MATERIALS.



6. STANDARD MAINTENANCE SERVICES

6.1. Supplier shall make user documentation relating to the Software available to End User. Supplier shall provide help desk maintenance support to End User regarding the use and operation of the most current version of the Software as part of the paid licensee fee(s). Software maintenance support relating to the most current version of the Software shall be made available on a daily basis, Monday through Friday, excluding Supplier observed holidays, during the hours of 9:00 a.m. through 5:00 p.m. EST. Help desk support shall be provided telephonically or through the use of electronic mail (e-mail) and shall be limited to providing End User with assistance in the operation and functioning of the most current version of the Software. Under this Agreement, however, Supplier assumes no responsibility for making any customized enhancements to the Software or for providing End User with assistance in processing any data, unless otherwise agreed in writing and signed by the parties.

6.2. Unless earlier terminated, maintenance support relating to the most current version of the Software shall be provided by Supplier throughout the subscription period following End User's required registration of this Agreement with Supplier and thereafter on an annual basis under a separately paid annual license subscription. During throughout the subscription maintenance support period and thereafter with each paid subscription, End User shall be provided with corrections of substantial defects in the Software so that the Software will operate as materially described in the Operator Manual. Additionally, End User shall be provided with any commercially available upgrades, patches, and/or service packs relating to the Software released by Supplier. Periodic updates of the Software that may incorporate (A) corrections of any substantial defects, (B) fixes of any minor bugs, and (C) at the sole discretion of Supplier, enhancements to the Software. Standard Maintenance Services do not include: (i.) Charged-for-Enhancements that are offered, at Supplier's sole discretion, to End Users upon payment of a license fee; (ii.) Custom Programming Services; (iii.) On-site support; (iv.) Training; (v.) Hardware and related supplies; or (vi.) Mach software maintenance after the initial warranty period.

6.3. End User understands that if End User discontinues and then resumes purchase of Standard Maintenance Services, End User will be may be required to pay Supplier the entire Maintenance Fees for the period of discontinuance, plus the Maintenance Fee for the term of Standard Maintenance Services then commencing.

6.4. *Other Charges.* End User agrees to pay Supplier for Charged-for-Enhancements, Custom Programming Services, On-Site Support, and Training in the amount and pursuant to the terms set forth in the agreement and invoice for such services. Mach maintenance support, after the throughout the subscription warranty period, may be requested by End User on a time and material basis.

7. CHARGED-FOR-ENHANCEMENTS

From time to time, at Supplier's sole discretion, Supplier will make available to End User Charged-for-Enhancements to the Software that End User may license from Supplier upon payment of the license fee established by Supplier.

8. CUSTOM PROGRAMMING SERVICES

Supplier may provide Custom Programming Services to End User, as agreed to in a separate written agreement, signed by both parties, that specifies the Custom Programming Services to be provided by Supplier and the fee for the services. Custom Programming Services shall include, but are not limited to, development of custom computer programs and installation, training, and maintenance with respect to such computer programs.

9. ON-SITE SUPPORT

Supplier, upon receipt of a written request from End User, will provide End User On-Site Support at a mutually agreed time. End User agrees to pay Supplier all costs associated with the provision of on-site support, including charges for (i) Supplier's personnel, (ii) charges for travel, lodging and miscellaneous expenses, and (iii) all applicable taxes. Notwithstanding the foregoing, if End User's request arises from a valid warranty claim of End User, any costs arising from Supplier's provision of On-Site Support shall be solely borne by Supplier.

10. TRAINING

Upon receipt of a written request from End User, Supplier will provide Training at a mutually agreed time at the offices of Supplier, unless Supplier agrees to conduct the Training elsewhere. End User agrees to pay Supplier all costs associated with this Training,



including (i) charges for Supplier's personnel, which may include a surcharge for training conducted at End User's location, (ii) charges for travel, lodging and miscellaneous expenses, and (iii) all applicable taxes.

11. U.S. GOVERNMENT RESTRICTED RIGHTS

The Software and accompanying Documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and accompanying Documentation by the U.S. Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

12. Compliance with Data Privacy Laws.

To the extent applicable to this Agreement, End User shall comply fully with all applicable Federal, State and other data privacy laws, rules, regulations and/or conventions respecting the access to and/or use of consumer and/or personal information and/or data including, but not limited to, all (i) all consumer protection laws, (ii) all such laws respecting personal identifying information, and (iii) all such laws respecting individual medical, health care and/or similar information. End User further represents and agrees that its data provided to or used by the Software does not contain any protected health information or personal identifying information.

[Signature Page Follows]



SUPPLIER:

Mach

By: _____
(Signature)

Name: _____
(Print or Type)

Title: _____

Date: _____

END USER:

By: _____
(Signature)

Name: _____
(Print or Type)

Title: _____

Date: _____