



Clay Tablet Technologies CUSTOMER AGREEMENT

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| Clay Tablet Technologies
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| Anja Page
| Bay Area Air Quality Management District
| 939 Ellis St, San Francisco, CA 94109

Agreement, dated as of February 2, 2015 ("Effective Date"), between Clay Tablet Technologies, a division of Lionbridge Canada, Inc. ("CTT"), and Bay Area Air Quality Management District ("Customer").

1. Software and Setup

CTT will provide Customer with access to its Clay Tablet software and translation transmission and routing system which will enable Customer to create, edit, manage and transmit content for translation and have it routed to its desired vendor or system (collectively, the "Software").

CTT will support the implementation and configuration of the Software in Customer's environment. CTT is responsible for the set-up and configuration of the platform and translation-side connector that are hosted by CTT.

2. Pricing and Payment

Customer will pay CTT the following fees:

- (a) Monthly Access Fee: a monthly access fee of \$2,250 which will be invoiced quarterly in advance.
- (b) Setup Fee: a setup fee of \$9,800 which will be invoiced on the Effective Date.

3. Term

The initial term of this Agreement will be one year from the Effective Date and will automatically renew for additional one-year periods unless terminated as set forth below.

The attached General Terms are a part of this Agreement, and the signatures below constitute each party's acceptance of this Agreement.

GENERAL TERMS

1. Subject to the terms of this Agreement, CTT grants to Customer a nonexclusive, nontransferable, royalty-free license to use the Software for its internal business purposes. Customer agrees that (a) the Software (which, for the purposes of these General Terms, includes all related technology, information, methodologies, techniques, ideas and processes) constitutes a proprietary trade secret of CTT, and (b) all intellectual property rights embodied in the Software remain vested in CTT. Other than the express rights granted to Customer herein, no rights or licenses are granted to Customer. Customer may not copy, translate, modify or adapt the Software (or any portion thereof), incorporate it, in whole or any part, in any other product, create derivative works based on the Software (or any portion thereof), license others to reproduce any copies of the Software, or provide access to the Software to any third party. Customer may not decompile, disassemble or reverse engineer the Software, or any component thereof.
2. Customer will pay invoices within 30 days of the invoice date. Prices exclude, and Customer is responsible for, all taxes, duties, withholdings and similar assessments associated with the Software, other than taxes on CTT's income. Any overdue fees or other amounts will bear interest at a rate of 1.5% of the unpaid balance per month (or portion thereof), or if less, at the highest interest rate permitted by applicable law. CTT may suspend access to the Software in the event of any overdue amount. Customer will not withhold or set-off against any amounts due to CTT.
3. During the term of this Agreement, and for a period of 3 years thereafter, each party shall keep confidential and shall not use for any purpose any information provided to it by the other party which is marked or labeled as confidential or, if disclosed orally, is identified as confidential at the time of disclosure and confirmed in writing as such within 15 days, unless the information sought to be disclosed (a) is publicly known at the time of disclosure, (b) is lawfully received from a third party not bound in a confidential relationship with the disclosing party, (c) is published or otherwise made known to the public by the disclosing party, (d) was generated independently by the receiving party, or (e) is required to be disclosed under applicable law or a court order. However, CTT may provide Customer information and materials to its agents, subcontractors and third-party providers (under nondisclosure terms) in connection with its performance hereunder. The parties agree that the Software and pricing will constitute confidential information, and such information shall always be maintained as confidential without limitation.
4. CTT warrants that the Software will substantially conform to CTT's user documentation for a period of ninety (90) days from delivery to Customer. CTT's sole liability, and Customer's sole and exclusive remedy, for any breach of the foregoing warranty is that CTT shall, at its option, repair or replace the Software so that it conforms to the warranty set forth above or, if repair or replacement is not commercially feasible, then Customer may terminate this Agreement and the licenses granted hereunder and, upon Customer's return to CTT of the Software (including all media and documentation), CTT shall refund to Customer any prepaid, unused fees. CTT will have no obligation hereunder if the alleged defect is due to (a) any use of the Software other than in accordance with the user documentation, (b) installation, maintenance or modification of the Software by anyone other than CTT, or (c) any condition resulting, in whole or in part, from Customer's negligence or abuse, accident, natural disaster, or any other causes not within CTT's control. EXCEPT FOR THESE WARRANTIES, NEITHER PARTY MAKES ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE), IN CONNECTION WITH THIS AGREEMENT.
5. CTT will defend Customer from and against third party claims, and will pay any resulting damages, liabilities, costs or expenses, including reasonable attorneys' fees, awarded by a court of final jurisdiction or included as part of a final settlement, resulting from a claim that the Software infringes any existing United States or European Union patent of a third party. CTT's obligations are subject to Customer's compliance with the following procedures: (a) Customer will promptly notify CTT in writing

of any such claim; (b) Customer will tender to CTT (and its insurer) sole control over the defense and/or settlement of any such claim; and (c) Customer shall cooperate in the defense and/or settlement of such claim. Customer may participate in such defense or settlement with counsel of its own choosing and at its expense. This section shall not apply to infringement claims arising from (1) designs, specifications, content or other materials provided or requested by Customer ("Customer Materials"), (2) modifications to the Software made by anyone other than CTT, (3) the combination of the Software or any part thereof with equipment, software or products not supplied by CTT, or (4) Customer's failure to install an update which would have avoided such claim. In the event that the use or sale of the Software is enjoined, or, in CTT's judgment, may be enjoined, CTT will, at its option, either: (i) procure for Customer the right to continue to use the Software; (ii) replace the infringing or misappropriating portion of the Software with a functionally equivalent product or modify it so that it becomes non-infringing without materially compromising functionality; or if neither of the foregoing alternatives is commercially feasible, then (iii) terminate Customer's right to use the Software and reimburse Customer for any prepaid, unused fees. Customer will defend CTT from and against third party claims, and will pay any resulting damages, liabilities, costs or expenses, including reasonable attorneys' fees, awarded by a court of final jurisdiction or included as part of a final settlement, resulting from claims arising out of the foregoing clauses (1)-(4). This Section states each party's sole obligations and remedies for intellectual property infringement claims.

6. Customer may terminate this Agreement for convenience upon thirty (30) days' prior written notice to CTT. Either party may terminate this Agreement (a) in the event of a material breach by the other party that has not been cured within thirty (30) days of receipt of written notice of such breach, or (b) immediately upon written notice if the other party becomes insolvent or bankrupt, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or ceases to function in the ordinary course of business (in the absence of a successor). Upon any termination of this Agreement, Customer's rights to use the Software shall immediately terminate, and Customer shall return or, with CTT's approval, destroy all copies of the Software in its possession. CTT shall promptly provide Customer a refund of any prepaid and unearned fees in the event of termination by Customer

7. Neither party will have any liability for (a) any special, indirect, incidental, consequential or punitive damages or (b) aggregate monetary damages of any kind in excess of the amounts paid to CTT during the 12 months preceding the claim, regardless of the basis of the claim and even if such party has been advised or is aware of the possibility of such damages. These limitations shall not apply to confidentiality or license violations, a party's indemnity obligations, or each party's rights under applicable intellectual property laws.

8. Neither party shall be responsible for any failure to perform its obligations under this Agreement (other than obligations to pay money) caused by an event beyond its reasonable control, including, but not limited to, wars, riots, labor strikes, natural disasters, the infrastructure of the Internet, or any law, regulation, ordinance or other act or order of any court, government or governmental agency.

9. CTT is an independent contractor and not an employee or agent of Customer. Neither party is authorized to assume or create any obligation or responsibility on behalf of, or in the name of, the other party or to bind the other party in any manner. Notices delivered under this Agreement must be given in writing and will be effective when received. This Agreement contains the entire understanding of the parties with respect to the transactions and matters contemplated hereby, supersedes all previous communications, understandings and agreements (whether oral or written), and cannot be amended except by a writing signed by both parties. Any conflicting or supplementary terms on purchase orders shall be of no effect. Either party may disclose the existence of this Agreement, and CTT may include Customer's name in a list of its customers. Customer agrees (a) that it shall have sole responsibility for the Customer Materials, (b) to comply with all applicable laws, statutes, rules and regulations relating to the Customer Materials and its use of the Software, and (c) that it shall be responsible for obtaining and maintaining all equipment and telecommunications services required to utilize the Software. Because of the proprietary nature of the Software, CTT's remedies at law for a breach by Customer of Customer's obligations hereunder will be inadequate, and CTT shall, in the

event of such breach, be entitled, in addition to any other remedy available to it, to seek equitable relief, including injunctive relief, without the posting of any bond and in addition to all other remedies provided under this Agreement or available at law. This Agreement will be construed in accordance with the laws of the Commonwealth of Massachusetts. Customer will not export the Software (including via remote access) to any country for which the United States or any other jurisdiction requires an export license or other governmental approval without first obtaining such license or approval. CTT may utilize agents, contractors and third-party providers in connection with providing the Software and will be responsible for their activities hereunder. CTT has made no commitments or promises, orally or in writing, with respect to delivery of any future software features or functions. In relation to any future software features or functions, all presentations, RFP responses and/or product roadmap documents, information or discussions, either prior to or following the date herein, are for informational purposes only, and CTT has no obligation to provide any future releases or upgrades, or any features, enhancements or functions, unless specifically agreed to in writing by both parties. The terms of Paragraphs 2, 3 and 5-9 will survive expiration or termination of this Agreement.

Clay Tablet Technologies,
A division of Lionbridge Canada, Inc.

Signature: 

Name: Robinson Kelly

Title: Vice President

Date Signed: 2/18/2015

Address: 2 Berkeley St. Suite 404
Toronto, ON M5A 4B5

Customer: BAAQMD

Signature: 

Name: Jack P. Broadbent

BAAQMD

Title: APCO/Exec. Officer

Date Signed: _____

Address: 939 Ellis St.
San Francisco, CA 94109