

MASTER AGREEMENT

for Software license and Professional services

This Master Agreement (hereinafter the “Agreement”) is made as of the (the “Effective Date”)

between

Better, d.o.o., with the registered office at Štukljeva cesta 48 , 1000 Ljubljana, Slovenia,
represented by Roland Petek, CEO
SI 66063345
("Better/SW Provider")

and

....., with the registered office at, represented by
.....
("Client")

List of Exhibits, which form an integral part of the Agreement:

- Exhibit A: License Schedule
- Exhibit B: Professional Services Schedule
- Exhibit C: Support & Maintenance Terms and Conditions
- Exhibit D: Pricing and Payment Terms

Now therefore, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

I. CERTAIN DEFINITIONS

1. “Affiliates” means an entity that controls, is controlled by, or is under common control with Client, where “control” means the ownership of, or the power to vote, at least fifty percent (50%) of the voting stock, shares or interest of such entity. An entity that otherwise qualifies under this definition will be included within the meaning of Affiliate even though it qualifies after the execution of this Agreement.

2. "Developments" means any code, portions of code, ideas, know-how, or techniques developed by Better and provided to Client pursuant to a Professional Services Schedule or Software Support, including, but not limited to any modifications, enhancements, fixes, versions, updates, upgrades or releases of the Software.
3. "Effective date" means the day of the signature of this Agreement by both Parties.
4. "Documentation" means Better's current user manuals, handbooks and installation guides provided by Better to Client in English language and relating to the licensed Software.
5. "Internal Use" means use of the Licensed Materials solely for Client's and Client's Affiliates' internal business purposes. Without limiting the foregoing, Internal Use does not include the use of Licensed Materials for operation of a time-sharing service or services bureau or distribution of the Licensed Materials or reseller arrangement.
6. "License Schedule" means a schedule to the Agreement pursuant to which Better and Client agree to add program(s) to the scope of this Agreement.
7. "Licensed Materials" means the Software and Documentation.
8. "Licensed User" means a person, authorized to use the Software and Developments.
9. "Professional Services" means the services provided by Better to Client under a Professional Services Schedule.
10. "Professional Services Schedule" means a schedule to this Agreement pursuant to which Better and Client agree to add Professional Services to the scope of this Agreement.
11. "Software" means Better's software program(s), licensed hereunder and identified in a License Schedule together with Developments.
12. "Software Support" means those software support services to be provided by Better pursuant to Section IV. SOFTWARE SUPPORT.
13. "Territory": means
14. "Term" means the term pursuant to the Section IX.

II. LICENSE

1. License Grant: Subject to the terms and conditions of this Agreement, Better hereby grants, and Client hereby accepts, a perpetual (unless terminated under Section IX), non-exclusive, license for the Territory: (i) to use the Software in object code form

only, solely for Internal Use and for the Licensed Users in an applicable License Schedule; and (ii) to use and make a reasonable number of copies of the Documentation solely for Internal Use in connection with Client's use of the Software. Client agrees that Client shall be responsible for limiting access to the Software solely to Licensed Users through the use of reasonable security or other permissioning measures. In addition, Client agrees that all use by Licensed Users must comply with all provisions of this Agreement applicable to Client, and that Client shall be responsible for all use of the Software by such Licensed Users.

2. Licensing of Software: As of the Effective Date, the programs set forth in License Schedule and attached hereto as Exhibit A to this Agreement shall be subject to the terms and conditions of this Agreement. From time to time, Client may obtain license of additional Software from Better by executing additional Purchase Orders identifying such additional programs and applicable license fees associated therewith. Upon execution by both parties of the License Schedule or any subsequent Purchase Orders, the software programs identified therein shall be subject to the terms and conditions of this Agreement.
3. Delivery of Software: Better will deliver the Software to the Client by electronic delivery (by making an electronic copy available on the Internet for downloading.)

III. PROFESSIONAL SERVICES

1. Professional Services: Better will perform the Professional services set forth in Professional Services Schedule and attached hereto as Exhibit B to this Agreement. From time to time, Client and Better may agree upon additional Professional Services. All such additional Professional Services shall be evidenced by a mutually executed Professional Services Schedule.
2. Project Managers; Access to Client Facilities: For each Professional services engagement, each party shall designate a Project Manager to whom all day-to-day matters relating to such schedule will be addressed. Client agrees to respond to requests from Better for approvals, decisions or other actions in connection with the performance of Better's obligations under this Agreement within a reasonable period of time. Client Project Manager shall have the proper authority and power to execute and perform the duties and responsibilities set forth in this Section. Client agrees to provide to Better, without charge, sufficient working space and utility resources at Client's facility or facilities and with reasonable access to Client's personnel, files, and equipment in order to perform its obligations under this Agreement. Better agrees to comply with such reasonable written security procedures (within European Union law and regulation) and policies as Client may establish and provide to Better prior to the provision of Professional Services.
3. Client responsibilities: Client agrees to perform all tasks assigned to Client as set forth in Professional Services schedule and to provide all assistance to Better in order to complete the Professional services timely and efficiently. Better shall not be liable for any failure or delay of performance arising out of circumstances beyond the reasonable control of Better or resulting from Client's delay. In the event of such delay caused by Client, (i) Better's applicable timeframe, deliverables and/or deadlines may

be postponed (unless specifically confirmed by Better that such delay will not affect the agreed timelines); and (ii) for project delay of more than ten (10) working days Better and the Client shall agree and define new project timelines in writing (iii) may result in an increase to price charged at Better's sole discretion.

Unless otherwise contracted with Better, the following are the responsibilities of the Client:

(i) Client shall provide all current third-party software and/or hardware necessary or appropriate for the implementation services in scope. Client shall have all current third-party software and/or hardware fully operational prior to dates agreed. Client shall be responsible for making, at its own expense, any changes or upgrades to Client's current hardware and third-party software that may be required for operation of the Software on all applicable Client environments. Client shall be responsible for delivering and testing all required hardware and third-party software and its changes or upgrades on the Client's side with purpose that all Client's systems are running without any errors.

(ii) Client shall, with Better's assistance where applicable (as mentioned in Exhibit B), provide the latest Technical Specifications (and test scripts if available) for all required interfaces to third party providers per agreed upon project schedule. Client shall, with Better's assistance where applicable (as mentioned in Exhibit B), provide fully running environment(s) to allow Better to perform testing of integration with third party application.

IV. SOFTWARE SUPPORT

1. Software Support: Subject to payment by Client of amounts due hereunder, including the applicable fee for Software Support (the "Software Support Fee"), Better will support licensed programs pursuant to the terms and conditions set forth in Exhibit C ("Support & Maintenance Terms and Conditions"). Better may change the Support & Maintenance Terms and Conditions upon written notice to Client. Software Support commences upon the Effective Date or any other date mutually agreed by the Parties.

V. PAYMENT

1. Software License Fee: Client agrees to pay Better the license fee (the "Software License Fee") for licenses with respect to each program set forth in an applicable License Schedule (Exhibit A) or Purchase Order. The Software License Fee shall be due and payable as set forth in Exhibit D.
2. Software Support Fee: The Software Support Fee shall be due and payable as set forth in Exhibit D.
3. Professional Services Fee: Client agrees to pay Better the fee ("Professional Service Fee") for any Professional Services performed hereunder as set forth in the applicable

Professional Services Schedule (Exhibit B). Professional Service Fees shall be due and payable as set forth in Exhibit D.

4. Invoices: All payments shall be made in EUR. Payments not made within time period designated in Exhibit D shall be subject to late charges equal to the maximum amount permitted under applicable law.
5. Taxes: Amounts payable under this Agreement are exclusive of any governmental, sales, property, use, value-added, withholding or similar taxes, and any such taxes are the responsibility of Client, whether such taxes are now in force or enacted in the future. Client, however, shall not be responsible for taxes based on Better' income or corporate status.
6. Price adjustment: Better reserves the right to increase the Software Support Fee after two years from the Effective date, on each subsequent anniversary of the Effective date. The increase is capped at 3% of the Software Support Fee.

VI. WARRANTIES, REMEDIES, LIMITATIONS OF LIABILITY AND INDEMNIFICATIONS

1. Limited Warranty; Professional Services: Better warrants that the Professional Services will be performed in a professional and timely manner conforming to generally accepted IT industry standards and practices. Client's exclusive remedy and Better' sole liability for a breach of the foregoing warranty shall be for Better to re-perform such Professional Services so that they conform to this warranty.
2. Warranty; License Grant: Better warrants that it has the right to grant the license to the Licensed Materials granted herein.
3. Limited Warranty; programs: Warranty period, applicable only for new licenses, expires after 30 days from the Date of delivery. During warranty period, program(s) shall comply in all material respects with the specifications set forth in the Documentation for such programs. Client's exclusive remedy and Better's sole liability, for a breach of this warranty shall be for Better to repair or replace the programs so that the programs delivered to Client comply with such warranty. Warranty only applies to programs delivered by Better and does not apply in case of any changes made by the Client or 3rd parties affecting the programs after Date of delivery.
4. Disclaimers: **except as set forth in sections VI.1-VI.3, the licensed materials and Professional services are provided "as is" and without warranty of any kind, whether express or implied, written or oral, and Better disclaims all other warranties. Without limiting the generality of the foregoing, Better does not guarantee that the programs will be error free.**
5. Limitation on Liability: **Better' s entire liability for any claim related to the subject matter of this agreement, whether in contract, warranty, tort, or any other legal theory, shall be limited to the total amount paid by Client to Better in the 12-month period immediately preceding the event giving rise to the claim/ up to amounts paid for the licenses."**

6. Disclaimers: **In no event shall either party be liable to the other or any third party for any indirect, special, consequential, or incidental damages, or for lost profits, lost revenue, or failure to realize expected savings, arising under this agreement or relating to the Licensed Materials, Software Support or Professional services, even if a party have been advised of or could have reasonably foreseen the possibility of such damages. The limitations of liability in this agreement shall apply even, if a remedy is deemed to have failed of its essential purpose.**
7. Indemnification by Client: Client agrees to indemnify and defend Better, its affiliates and their respective directors, officers, agents, employees, successors, and assigns (collectively, the “Better Indemnitees”) from and against any and all liabilities, losses, damages, claims, suits, and expenses, including without limitation reasonable attorneys’ fees, of whatever kind and nature imposed upon, incurred by or asserted against the Better Indemnitees by a third party relating to or arising out of a breach by a Client of sections “Confidentiality” (VII.) or “Proprietary Rights” (VIII.) . Client shall pay all costs and damages finally awarded against the Better Indemnitees in such an action provided that Better gives Client prompt written notice of such claim, reasonable assistance and sole authority to defend and settle such claim. Client shall pay Better reasonable expenses associated with providing such assistance.
8. Indemnification by Better: Except as set forth in next paragraph, Better agrees to indemnify and defend Client, its affiliates and their respective directors, officers, agents, employees, successors, and assigns (collectively, the “Client Indemnitees”) from and against any and all liabilities, losses, damages, and expenses (including without limitation reasonable attorneys’ fees), of whatever kind and nature imposed upon or incurred by Client Indemnitees relating to or arising out of any third-party claim or suit brought against the Client Indemnitees (i) alleging that the Licensed Materials, as furnished hereunder and used as contemplated by this Agreement, infringe IP rights of any third party or (ii) alleging damages associated with breach by Better of Section VII “Confidentiality”. Better shall pay all costs and damages finally awarded against the Client Indemnitees in such an action provided the Client gives Better prompt written notice of such claim, reasonable assistance and sole authority to defend and settle such claim. Better shall pay Client's reasonable expenses associated with providing such assistance.
9. Indemnification; Restrictions: Better shall have no liability or obligation to indemnify Client for any claim of infringement to the extent caused by (i) use of a superseded or altered version of the Licensed Materials, if such infringement would have been avoided by the use of a current, unaltered version of the Licensed Materials that Better has provided to Client; (ii) the combination, operation, or use of any Licensed Materials with components, hardware or software not furnished by Better to Client, if such infringement would have been avoided by the use of the Licensed Materials without such other components, hardware or software; (iii) use of the Licensed Materials in a manner that violates the terms of this Agreement.
10. Indemnification; Remedies: In the defense or settlement of a claim indemnified under VI.8 (or if Better reasonably believes the Licensed Materials or any portion thereof do or may infringe the rights of a third party), Better shall at its own expense and in its sole discretion elect to (i) modify the infringing Licensed Materials to become non-infringing; (ii) obtain for Client the right to continue using the infringing Licensed

Materials; or if Better determines in its discretion that (i) or (ii) is not reasonably commercially available, (iii) terminate Client's license to the infringing Licensed Materials and refund the fees paid for that Software pro-rated over the Term from the Effective date.

- 11. Except as expressly set forth in sections VI.8 and VI.10, Better shall have no other liability for violation, misappropriation or infringement of intellectual property rights and further shall have no liability for incidental or consequential damages relating thereto.**

VII. CONFIDENTIALITY

1. Confidential Information: By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall be any information provided by one party to the other, whether or not marked as confidential or with any other restricted use legend. In addition, the Licensed Materials, or any portions thereof, and other documentation and materials related to the Professional Services provided hereunder shall be the Confidential Information of Better.
2. Confidential Information; Exceptions: A party's Confidential Information shall not include information which the other party can demonstrate: (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure hereunder and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is independently developed by the other party without breach of this Agreement and without reference to the disclosing party's Confidential Information. Notwithstanding the foregoing, the parties agree that Confidential Information of Better shall include results of benchmark tests run by Client and any technical information relating to the Programs.
3. Restrictions on Use and Disclosure: Except as expressly permitted in this Agreement, each party agrees not to (i) disclose the other's Confidential Information to any third party and (ii) use the other's Confidential Information for any purpose other than the implementation of this Agreement. The restrictions in this Section VII.3 shall survive for a period of five (5) years after the termination or expiration of this Agreement, except that such non-disclosure period shall be perpetual in the case of Licensed Materials, or any portions thereof and any of the other party's Confidential Information that is a trade or banking secret of the other party.
4. Terms of Agreement Confidential: The contents of this Agreement, including all of its Exhibits, but not the existence of this Agreement, are deemed to be Confidential Information of both parties.

VIII. PROPRIETARY RIGHTS

1. Ownership: Except for the nonexclusive license granted to Client in Section II.1, all rights, title and interests in and to the Licensed Materials and copyright, trademark,

trade secret and all other intellectual and industrial property rights therein and thereto, shall remain with and shall be owned exclusively by Better, and Client shall have no right, title or interest therein or thereto. Client will not claim any such right, title or interest or take any position adverse to Better's ownership of all such rights, title and interests.

2. **Markings:** Client shall not alter or remove any copyright, trademark, trade secret, proprietary, and/or other notices contained on or in copies of the Licensed Materials. Client shall reproduce all such notices on or in all copies of the Licensed Materials made by Client.
3. **No Reverse Engineering:** Client shall not modify the Licensed Materials. Client shall not cause or permit de compilation, disassembly, or reverse engineering of the programs, except as required by mandatory provisions of applicable law, such as for the limited purpose of achieving interoperability of the programs with other software, in which case Client shall notify Better in writing of the need for such modifications and the parties shall mutually agree that Better will (i) perform the work at a mutually agreed upon price or (ii) allow Client to perform the work for the limited purpose permitted and required by law.
4. **Reporting of Violations:** Client shall promptly report to Better any actual or suspected violation of this Section VIII and shall take all reasonable further steps requested by Better to prevent or remedy any such violation.

IX. TERMINATION

1. **Term:** This Agreement shall commence on the Effective Date and shall continue until terminated as provided in this Section IX.
2. **Ordinary Termination:** Each Party has the right to terminate this Agreement, but not before the expiry of 5-years period from the Effective date (Initial Period). Either Party may terminate this Agreement, after the expiry of Initial Period, subject to 12 months' notice period in a way that the notice of termination is sent to the other Party by registered mail. In case the termination is not sent by either of the Parties 12 months before the expiry of the Initial Period, the Term of the Agreement shall be automatically extended for additional 3 years period (Additional Period),
3. **Termination for Breach:** If either party materially breaches this Agreement, the other party may terminate this Agreement upon thirty (30) days' prior written notice to the breaching party specifying the breach if the breaching party shall not have fully cured the breach within that time period.
4. **Termination for Bankruptcy or any other insolvency procedure:** Either party shall have the right to terminate this Agreement immediately upon written notice to the other party in the event that the other party becomes insolvent, proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, makes an assignment for benefit of creditors, or if any similar agent is appointed or takes possession with respect to any property or business of the said other party, or has filed against it a petition under any bankruptcy or insolvency law which is not dismissed within sixty (60) days.

5. **Effect of Termination:** If Client terminates this Agreement as a result of an uncured breach by Better after Client has paid the Software License Fees for all programs licensed, then the licenses granted to Client pursuant to Section II.1 shall survive such termination. This survival is subject to Client's continued material compliance with all terms and conditions of this Agreement relating to Client's use of the Licensed Materials. Client's failure to comply with such terms and conditions shall, without limiting any other remedies of Better, result in the immediate, automatic termination of all licenses. Except as provided above, upon any other termination of this Agreement, all rights and licenses granted to Client under this Agreement shall immediately be terminated. Within thirty (30) days after termination of this Agreement, Client shall pay Better all accrued and unpaid amounts owed by Client to Better hereunder.
6. **Return of Confidential Information:** Upon termination of this Agreement by Better, Client shall promptly return to Better (or, at Better's option, destroy and certify in writing to Better that it has destroyed) the original and all copies of the Licensed Materials, including archival copies, compilations, translations, partial copies, updates and modifications, if any, and shall delete all copies of the Licensed Materials from its computer libraries or storage facilities.

X. MISCELLANEOUS

1. **Independent Contractors:** The relationship of Better to Client is that of an independent contractor, and this Agreement shall not constitute, or be deemed to constitute, either party as an employee, agent, partner or joint venturer of the other for any purpose. Neither party has the right or authority under this Agreement to assume or to create any obligation or responsibility on behalf of the other party.
2. **No access by Better to the personal data:** Client acknowledges the fact that Better won't have any access to the personal data of Client during the term of this Agreement by granting the license, providing the Professional services and/or providing the Software Support. For avoidance of doubt: Better will have the accesses whilst rendering of all services under this Agreement solely to the non-production environment and/or to the anonymized data in test scenarios. Compliance and execution of applicable data protection rules is the sole responsibility of the Client.
3. **Force Majeure:** In the event of a force majeure condition, which shall mean war, riot, strike, fire, sabotage, flood, or other natural disaster, epidemic or pandemic, accident, or other similar cause, or acts of any government outside the control of the affected party, including, but not limited to, the refusal to issue visas or export licenses, and provided that the impacted party provides the other with prompt written notice of such force majeure condition and resumes its performance as soon as possible, then neither party shall be responsible to the other for any failure or delay in its performance under this Agreement, other than with respect to its payment obligations. Further, the other party may terminate this Agreement or any portion that such party deems affected by the force majeure condition immediately upon written notice if the force majeure condition has continued for a period of one hundred eighty (180) days or longer.

4. Governing Law; Jurisdiction; Language: Parties agree on the applicability of laws of the Slovenia as laws governing, used for the interpretation and execution of rights, duties and obligations of the parties arising from or in any way relating to the subject of this Agreement. Any and all rights, duties and obligations fall under the jurisdiction of the competent courts of the Slovenia in Ljubljana. The language of this Agreement and all Documentation shall be English language.
5. Inspection: Client agrees that Better may, from time to time but no more frequently than one (1) time per year, upon reasonable advance written notice to Client, audit Client's use of the Licensed Materials, at Client's facilities and during Client's regular business hours, to verify Client's compliance with the terms of this Agreement. Any such audit shall be subject to Client's security policies and procedures.
6. Testimonials: Client expressly agrees and gives consent that general information from this Agreement could be used for the marketing purposes and publicly released by Better. Marketing purposes shall mean:
 - (i) Present the Client on Better's reference list, including publishing Client's logo;
 - (ii) Statement for the video material;
 - (iii) Statement with picture for Web page;
 - (iv) Availability for production of the success story;
 - (v) Availability for other clients or potential clients to see implementation in live.

Neither party will make any public announcement or press release regarding this Agreement without the prior written approval of the other party.

7. No solicitation: If not expressly agreed otherwise in written form between the parties, from the Effective date until 2 years after the termination of this Agreement either party will not solicit or encourage any employee or contractor of the other party to: (i) terminate employment or cease providing services to the other party (ii) conclude employment contract or any other cooperation agreement (service contract, contract for work, copyright contract) directly with the party or through any third party. The parties hereby for strengthening the adherence to the No solicitation obligation under this Article agree on contractual penalty in amount of 100.000 EUR per each employee or contractor. Contractual penalty shall be paid by breaching party within 90 days from receipt of justified written notice sent by non-breaching party.
8. Notices: All notices required to be sent under this Agreement shall be in writing and sent by registered mail. Notice shall be deemed to have been given the earlier of the date of actual receipt or three (3) days after the date of mailing if sent by registered mail. Unless changed upon proper notice, notices to Client shall be sent to the address first set forth above. Notices to Better shall be sent, to the address first set forth above.
9. Severability: In the event any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed from this Agreement and the remaining provisions shall remain in full force and effect.
10. Waiver: The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

11. Assignment: Neither party may assign this Agreement without the prior written consent of the other party, not to be unreasonably withheld. Any attempt to assign this Agreement without the other party's written consent will be void. Notwithstanding the foregoing, either party may assign this Agreement without consent to any parent, subsidiary, or affiliate of such party, or to the surviving entity resulting from any merger, acquisition, or consolidation involving such party so long as the assignee agrees in writing to be bound by the terms of this Agreement and the assigning party provides notice of such assignment to the other party. Notwithstanding the foregoing, (i) in no event may Client assign this Agreement to any competitor of Better and any such attempted assignment will be void and (ii) in the event the assigning party retains Confidential Information of the other, Licensed Materials, or access thereto, such assigning party shall remain bound to, and such information shall remain protected by, the provisions of Section VII, (Confidentiality) and Section VIII (Proprietary Rights) of this Agreement. Better may delegate any of its rights or responsibilities hereunder to any parent, subsidiary or affiliate of Better.
12. Insurance Coverage: Better shall maintain in effect during the term of this Agreement general liability insurance with coverage amounts customary in IT industry.
13. Entire Agreement; Amendment: This Agreement may not be modified, supplemented, or amended except in writing signed by an authorized representative of each party. It is expressly agreed that all terms and conditions issued by Client pursuant to this Agreement shall be null and void.
14. Counterparts: This Agreement is executed in two counterparts, one for each of the parties.
15. Survival: In addition to any accrued but unpaid payment obligations existing at the time of expiration or termination of this Agreement, the following Sections and provisions shall survive expiration or termination of this Agreement: Sections VI.4 – VI.11, VII, VIII, IX.5, IX.6 and X.

_____ (“Effective Date”)

IN WITNESS WHEREOF, the Parties hereto have, with the intent to be bound, caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first set forth above.

Executed by Better:

Signature: _____

Executed by Client:

Signature: _____

Name: _____

Title: _____

Name:

Title:

EXHIBIT A - LICENSE SCHEDULE NO.1

Subject to the terms and conditions of the Master Agreement for Software license and Professional services, Better hereby grants licenses to Client for the following Software:

I. DESCRIPTION

License to use the Software:

-;
-;
-;

EXHIBIT B - PROFESSIONAL SERVICES SCHEDULE NO. 1

This Consulting Services Schedule No. 1 ("Consulting Schedule No. 1") sets forth the Consulting services Better will provide to Client in connection with Client's license of the Programs identified in License Schedule No. 1.

1. TRAINING SERVICES

- 1.1 Training Materials: Better will provide a Training manual in an electronic format, to allow Client to incorporate it into its standard training materials or post it on intranet to serve as reference for their Licensed User. Better will provide no hard copy materials.
- 1.2 Conduct User Training: Better will hold one (1) Functional Train-the-Trainer session and one (1) Level 1 and Technical Training at Client's headquarter.
 - 1.2.1 Functional Train-the-Trainer Session: The Functional Train-The-Trainer session will be limited to a two (2) day session. The same Client attendees should be present for the entire two (2) day Train-The-Trainer session as each section of the training builds on information presented in previous sections. Additional training support and/or training materials must be purchased separately.
 - 1.2.2 Level 1 Technical Training: The Level 1 Technical Training session will be limited to a one (1) day session and will utilize Better's standard training materials to provide a technical overview and the necessary systems administration skills to Client's technical staff. Additional Level 1 Technical Training and more advanced levels of Technical Training must be purchased separately. Completion of Level 1 Technical Training is required in order to receive Better's Support.
 - 1.2.3 Client Training Responsibilities: The following are the responsibilities of Client prior to attending training:
 - Ensure that selected Attendees are proficient and highly skilled.
 - Identify appropriate Attendees to attend the Train-the-Trainer session.
 - Provide suitable learning environment at Client's headquarter for the Train-the-Trainer session.
 - Prepare environment for training as necessary.

2. ASSUMPTIONS

- 2.1 Better has relied on the assumptions contained in this Exhibit B to commit to the pricing described in Exhibit D. Any failure of, or alteration to, any assumption may result in an increase to the price charged. Client agrees to make commercially reasonable efforts to ensure assumptions occur as indicated.

- 2.2 Upon the commencement of efforts under this Exhibit B, Client will have current, valid licenses to all required third party software applications, necessary or appropriate for the configuration and implementation services contemplated by this Exhibit.
- 2.3 Client shall, with assistance from Better, develop all production roll-out plans including, but not limited to, testing plan, change management plan, training roll-out plan and go-live production cutover plan.
- 2.4 All hardware (i.e., workstations, and servers) required for the Professional Services referenced in this Agreement will be supplied, installed and configured by Client in accordance with the specifications detailed by Better.
- 2.5 All software, documentation and materials for the training purposes will be provided in English language. All business and technical documentation will follow the standard Better's format and content. Client requirements for other documentation formats/content will result in additional costs.
- 2.6 Client will make the necessary technical resources available in order to prepare and execute installation, training and go-live process.

