

lightwell

IBM Software Subscription & Support Renewal Agreement

Prepared for: NCH Corporation
Date: 01.22.2021
Valid Through: 04.26.2021
Agreement #: 14rOSBQ
Prepared by: Bryan Scott

NCH CORPORA



Executive Summary

Lightwell Inc. ("Lightwell") is pleased to provide NCH Corporation ("Client") with this agreement ("Agreement") for renewal of Client's licensing of and support for the IBM Sterling B2B Integrator. Subscription and support services will be provided by IBM and are subject to the terms of the IBM International Passport Advantage Agreement.

About Lightwell Inc.

At Lightwell, we develop, implement and manage technology solutions that answer today's critical business challenges. We serve organizations across North America and the European Economic Area to more effectively interconnect and manage information for optimal business performance. Since 1998, we have partnered with hundreds of global and mid-market companies across numerous industries, helping them achieve their business and technology goals.

We strive to help our clients overcome complexity, improve operations, enable cost reductions, increase customer satisfaction, and accelerate growth. We accomplish this through the deep business and technical expertise of our team, our partnerships with technology leaders, innovative applications, and a flexible and open approach with our clients.

Building long-term relationships with our clients is a top priority. Rather than providing point solutions that may only meet short-term needs, we focus on delivering services and solutions that provide exceptional value, flexibility and adaptability for our clients today and for years to come. This also enables us to deliver superior solutions, faster and more effectively than our competitors. As a testament to the value of our partnership, over the last three years, more than 80% of our revenue was derived from existing clients.

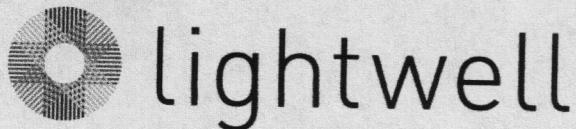
At Lightwell, our mission is simple:

- Be recognized as the premier provider of information technology consulting services in the markets we serve.
- Deliver excellent solutions to our clients in a way that drives inherent business value.
- Build long lasting relationships with clients based on mutual respect, professionalism and partnership.

By approaching everything we do with these principals in mind, we have continued to experience sustainable growth year after year.

Lightwell Partnerships

For over twenty two years, Lightwell has sought to develop partnerships that help drive collaboration and leverage the latest technologies across industries. Our strategic technology partners include AWS, Azure, Google Cloud, IBM, Informatica, Microsoft, MuleSoft, Qlik, and Yellowbrick.



Investment Summary

Qty	Description	Price
10	IBM STERLING B2B INTEGRATOR STANDARD EDITION CONNECTION ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL; Part #: E0BW2LL; Start Date 5/1/2021 End Date 4/30/2022	\$519.20
200	IBM STERLING B2B INTEGRATOR STANDARD EDITION PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL; Part #: E0BW1LL; Start Date 5/1/2021 End Date 4/30/2022	\$14,520.00
200	IBM STERLING B2B INTEGRATOR STANDARD EDITION FOR NON-PRODUCTION ENVIRONMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL; Part #: E0BW3LL; Start Date 5/1/2021 End Date 4/30/2022	\$7,260.00
		\$22,299.20
	Lightwell Value Added Discount	(\$500.00)
	Total Cost:	\$21,799.20

Terms and Conditions

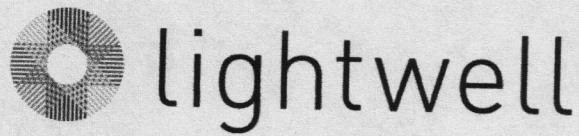
This Agreement constitutes the entire agreement between the parties as related to the subject matter herein and may not be altered, modified or otherwise changed except in writing and signed by both parties.

Client and IBM are parties to a separate IBM International Passport Advantage Agreement, (the "PPA"), which together with IBM end user agreements, (collectively, the "IBM Agreements"), govern the licenses, subscriptions and support services purchased by Client under this Agreement (the "Products").

Client has been advised of its responsibilities relating to the purchase and use of the Products offered herein including but not limited to Client's responsibility to remain in compliance with the IBM Agreements, IBM's right to audit use of the Products, reporting requirements for PVU based licenses, and use of IBM's license metric tool ("ILMT"). Client acknowledges that it has been made aware of IBM's compliance verification initiatives, which may be reviewed in their entirety in Sections 1.12, 1.13 and 1.14 of the PPA.

The pricing quoted in this Agreement is exclusive of all federal, state and local taxes applicable to the sale of the product(s).

All invoices not disputed by Client in good faith shall be due and payable, in US Dollars, within thirty (30) calendar days of receipt of invoice. Lightwell accepts payment via check or ACH only. Any other form of payment must be approved in advance and is subject to processing fees. Balances that are overdue will be assessed a late charge of 1.5% per month of the total invoice and shall be due and payable by the

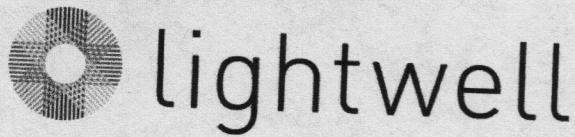


NCH Corporation

Client. Failure to pay invoice within forty-five (45) calendar days of the date of invoice may result in termination or suspension of subscription and support services by IBM.

ACH to be established or payment to be mailed to:

Lightwell Inc.
565 Metro Place South, Suite 220
Dublin, Ohio 43017
Attention: Accounts Receivable



NCH Corporation

Warranty

Client's receipt of the Products shall be provided in accordance with the warranties set forth in the IBM Agreements. As a reseller, not manufacturer of the IBM software, Lightwell disclaims with regard to all IBM software products all warranties, express or implied, including but not limited to any implied warranties of merchantability, title or fitness for a particular purpose.

The International Passport Advantage Agreement, as updated [English International version], can be accessed here: https://www.ibm.com/software/passportadvantage/pa_agreements.html

Acceptance

ACCEPTED AND AGREED TO:

NCH CORPORATION

By:

Signature

Printed Name

Title

Date

A handwritten signature in black ink that reads "Brian Masters".

A printed name in black ink that reads "Brian Masters".

A printed title in black ink that reads "EDI Manager".

A handwritten date in black ink that reads "3-26-2021".

ACCEPTED AND AGREED TO:

LIGHTWELL INC.

By:

Signature

Printed Name

Title

Date