

LICENSING AND MAINTENANCE AGREEMENT

This Licensing and Maintenance Agreement is entered into between the **Markman Group LLC**, and **LAUREL AG & WATER, LLC**. This Agreement outlines the terms and conditions for the licensing, maintenance and support of the Laurel AG Web Application Platform. This document defines the scope of services, responsibilities, and associated costs.

1. Scope of Services

This SOW covers the following services related to the Laurel AG Web Application Platform:

- a) **Licensing:** Provisioning and management of the platform license and applications built on it.
- b) **Maintenance:** Routine maintenance, including server upkeep, security patches, bug fixes, and performance optimization.
- c) **Support:** Technical support for platform-related issues, including troubleshooting, issue resolution, and general platform guidance.

Note: Any change requests for new features, modifications to existing functionality, or custom development are explicitly out of scope for this SOW and will require a separate agreement.

2. Platform and Applications Licensing

- a) **LAUREL AG & WATER, LLC** will be granted a license to utilize the Laurel AG Web Application Platform.
- b) The base license covers the core platform functionality and infrastructure.
- c) The base platform licensing and maintenance will cost \$5,000 USD per month.

3. Maintenance Services

In accordance with the terms of this Licensing and Maintenance Agreement, the **Markman Group LLC** will furnish the support and/or error-correction services identified for the cloud infrastructure hosting the Laurel AG Web Application Platform

a) **Maintenance Services:**

- Regular server maintenance and monitoring.
- Security patch application and updates.
- Bug fixes and platform updates.
- Performance optimization and monitoring.
- Database maintenance and backups.
- Platform uptime monitoring.

b) **Maintenance Window:** Routine maintenance is typically performed during off-peak hours to minimize service disruption. Advanced notice will be provided for any scheduled maintenance that may impact service availability.

4. Support Services

a) **Support Services:**

- Technical support via email and a designated support portal: support@markmanassociates.com
- Issue diagnosis and troubleshooting.
- Resolution of platform-related issues.

b) **Timeliness of Incident Resolution**

The **Markman Group LLC** shall use reasonable effort to provide modifications or additions to correct errors in the Laurel AG Web Application Platform reported by **LAUREL AG & WATER, LLC**.

Upon receipt of notice of an error, the **Markman Group LLC** will assign a priority level as determined by **LAUREL AG & WATER, LLC** to the error according to the following criteria:

- **Priority A** – An error that results in the Laurel AG Web Application Platform being substantially or completely nonfunctional or inoperative.
- **Priority B** – An error that results in the Laurel AG Web Application Platform operating or performing other than as represented in the Documentation, but which does not have a material adverse impact on the performance of the software.

The **Markman Group LLC** will make reasonable efforts to correct the error or provide a work-around solution for each priority level and, if a work-around is the immediate solution, will make reasonable efforts to provide a final resolution to the error. Reasonable effort will be made to respond to the incident within the following time frames after receiving notice and sufficient information and support from **LAUREL AG & WATER, LLC**:

Priority Level	Correction or Work-Around	If Work-Around, Final Resolution
A	2 business days	7 business days
B	5 business days	10 business days

c) Client (LAUREL AG & WATER, LLC) Cooperation:

The level of support that the **Markman Group LLC** can provide is dependent upon the cooperation of **LAUREL AG & WATER** and the quantity of information that **LAUREL AG & WATER** can provide.

LAUREL AG & WATER can report errors to the following mailbox:
support@markmanassociates.com

If the **Markman Group LLC** cannot reproduce a problem or if **LAUREL AG & WATER, LLC** cannot successfully gather adequate troubleshooting information, the **Markman Group LLC** may need temporary login access on the **LAUREL AG & WATER, LLC** system to identify and address the problem.

5. Location Where Services will be rendered

Services will be rendered remotely

6. Responsibilities

a) Client (LAUREL AG & WATER, LLC) Responsibilities:

- Providing accurate and timely information for issue resolution.
- Adhering to platform usage guidelines.
- Paying all invoiced fees in a timely fashion.
- Providing proper access to application-related logs and environments when needed for support.

b) Provider (Markman Group, LLC) Responsibilities:

- Maintaining the platform's stability and security.
- Providing timely and effective support as per agreed-upon service level agreements (SLAs).
- Applying necessary updates and patches.
- Providing invoices and proper documentation.

7. Payment Terms

a) Licensing and Maintenance Fee

- The base platform licensing and maintenance fee of \$5,000 USD will be invoiced monthly.
- Invoices are due within 30 days of the invoice date.

b) Commencement Day:

- The initial base platform licensing and maintenance fee will commence October 2025.
- Any additional application licensing and maintenance fees will commence after the specific application's Go-Live or Production date.

c) Annual Prepayment Discount

If the client elects to pay the annual platform licensing and maintenance fees in a single upfront payment, a 10% discount will be applied to the total annual cost.

8. Term and Termination

- a. **Term.** This Licensing and Maintenance Agreement shall commence on the Commencement Date stated in Article 8 and continue for a period of one year.

This Licensing and Maintenance Agreement shall thereafter renew every 12 months unless terminated by either party upon written notice, thirty (30) days prior to the planned termination date.

- b. **Termination.** Either party may terminate this Agreement with thirty (30) days prior written notice. Termination does not relieve the client of the obligation to pay for services rendered up to the termination date

This Statement of Work is dated and made effective as of September 2025

LAUREL AG & WATER, LLC ACKNOWLEDGES THAT HAS READ THIS LICENSING AND MAINTENANCE AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT.



MARKMAN
— GROUP —

LAUREL AG & WATER, LLC

Markman Group LLC

By:

By: Michael Markman

Title:

Title: Partner

Date:

Date: