



CR-26593

Pega Cloud Hosted Services Schedule

This Pega Cloud[®] Hosted Services Schedule (the "Schedule"), dated October 21, 2015 (the "Effective Date"), is part of the PegaCloud Agreement dated October 21, 2015 (the "PegaCloud Agreement") by and between North Carolina Department of Environmental and Natural Resources ("Customer") and Pegasystems Inc. ("Pegasystems") and is further subject to the terms and conditions of the Software License and Maintenance Agreement between Customer and Pegasystems dated October 21, 2015 (the "MSLSA"). Where there is a conflict between this Schedule and any terms of the PegaCloud Agreement and/or the MSLSA, this Schedule will govern.

Whereas, Customer has licensed certain Pegasystems software under License Schedule No. 1 to the MSLSA dated October 21, 2015 (the "License Schedule"); and

Whereas, Customer desires to receive a subscription to Pegasystems' Pega Cloud service to develop and test such separately licensed Software on the Pega Cloud service under the terms and conditions described in this Agreement.

Now, therefore, the parties agree as follows:

1. Description of the Subscription:

During the Term specified below, Pegasystems will provide Customer the following, for use with the below listed software which is separately licensed:

Pegasystems Software	Per License Schedule: <ul style="list-style-type: none"> • Pega for Government (PFG) • Certification and Licensing Framework (CLF) • Pega Predictive Cloud (PDC) • Business Intelligence Exchange (BIX) • Project Management Framework (PMF)
Metric	Per License Schedule: <ul style="list-style-type: none"> • For use within the Licensed Purpose.
Number of Services and Connectors	Per License Schedule: Unlimited Services/Connectors available as of the Effective Date
Number of Development/Test Environments included	3
Number of Pre-Production Environments included	1
Number of Production Environments included	1
Production Storage limits	250 GB/month

2. Usage Rights. Customer may use the Subscription on the following terms:

Production Licensed Purpose	Customer may use the PegaCloud platform in production to: DMF staff and licensed fisherman may use the Software for the North Carolina marine fisheries licensure program to process and issue commercial fishing licenses, provide fishing trip reports, and issue and respond to fishing warnings, violations, and suspensions.
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Development and Testing	Customer may use a copy of the Software on the Development and Test Environments for developing, testing, and concept-proving Applications. Development/Test Environments that are idle for more than 8 hours may be Hibernated by Pegasystems.
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3. Term:
The initial term of this Order Form will be 12 months, beginning on the Effective Date (the "Initial Term"). The Initial Term may be renewed for additional 12 month terms (each, a "Renewal Term") by the Customer providing written notice of termination at least sixty (60) days prior to the expiration of the then-current term. The Initial Term and any Renewal Terms are together referred to as the "Term."
4. Subscription Fees and Payment Schedule.
 - a. In consideration for providing the Subscription, Customer will pay Pegasystems a rate of \$14,000.00 per month during the Term, subject to annual inflation adjustments in accordance with the MSLSA.
 - b. Fees will be invoiced annually in advance and will be payable thirty days from the date of the invoice. Once due, all fees are nonrefundable and non-cancelable.

5. Additional Purchase Options.

- a. During the Term, Customer may purchase additional capacity as follows:

Additional Capacity	Additional Fees
Additional Production storage 100GB/month	\$500/month
Additional Development/Test Environments	\$2,000/month
Additional Pre-Production Environments	\$5,000/month

- b. Purchases of additional usage and/or capacity will be exercised by sending a purchase order or written notice to Pegasystems. The term for any additional usage and/or capacity purchased will be co-terminus with the Term of this Subscription. The fees for additional usage and/or capacity set forth above are subject to adjustment as provided in Section 6 of the MSLSA. The terms of the PegaCloud Agreement and the MSLSA will govern any purchase order, and any terms that may be printed on the purchase order will be of no force and effect.
- c. Subject to commercially reasonable availability, if Customer exceeds any of its usage rights, then Pegasystems will invoice Customer for the additional usage and/or additional capacity per the pricing set forth in the table in Section 5a.

Agreed:

PEGASYS SYSTEMS INC.

CUSTOMER

DocuSigned by:

Shawn Hoyt
Signature

Signature

Shawn Hoyt
Name

Name

Vice President
Title

Title

10/21/2015
Date

Date