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End-User License Agreement

Revised: _____

IMPORTANT -- READ CAREFULLY: BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU REPRESENT THAT YOU PURCHASED THE SOFTWARE FROM AN APPROVED SOURCE AND YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON, COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY OR LEGAL ENTITY TO THESE TERMS.

IF YOU DO NOT AGREE TO THESE TERMS:

- **DO NOT DOWNLOAD, INSTALL, COPY, ACCESS OR USE THE SOFTWARE; AND**
- **PROMPTLY DELETE OR RETURN THE SOFTWARE FOR A FULL REFUND.**

This End-User License Agreement ("Agreement") is a legal agreement hereby entered into between you, either an individual, company or other legal entity, and its affiliates (hereafter, "Customer") and [NAME] ("Licensor") for the Software.

1. DEFINITIONS

1.1 "Affiliates" means an entity controlled by, under common control with, or controlling such party, where control is denoted as having fifty percent (50%) or more of the voting power (or equivalent) of the applicable legal entity. Subject to the terms and conditions of this Agreement, Affiliates may use the license granted hereunder. All references to Licensor shall be deemed to be references to Licensor and its Affiliates and all references to Customer shall be deemed to be references to Customer's company or other legal entity and its Affiliate(s).

1.2 "Computer" means the hardware, if the hardware is a single computer system, whether physical or virtual, or means the computer system with which the hardware operates, if the hardware is a computer system component.

1.3 "Derivative Works" means a revision, enhancement, modification, translation, abridgment, condensation, or expansion of Software or any other form in which such Software may be recast, transferred or adapted, which, if used without the consent of Licensor, would constitute a copyright infringement.

1.4 "Documentation" means the official explanatory materials in printed, electronic or online form provided by Licensor to Customer on the use of the Software. For the avoidance of doubt, any installation guide or end user documentation not prepared or provided by Licensor, any online community site, unofficial documentation, videos, white papers, or feedback does not constitute Documentation.

1.5 "Fees" means the fees for the Software license (including any renewal or extension thereof), Support Services, or any other product or service purchased under this Agreement.

1.6 “Partners” means distributors and resellers authorized by Licensor or its distributors to resell the Software, or a co-branded version of the Software authorized by Licensor.

1.7 “Software” means the object code version of the product, together with the Documentation, and all third-party software that Licensor may have purchased or licensed from third parties and delivered to Customer as part of the Software, as well as any Updates provided by Licensor to Customer pursuant to this Agreement.

1.8 “Support Services” means the service for the correction of errors and/or support of the Software and the issuance of any Updates.

1.9 “Updates” means all subsequent releases and versions of the Software that Licensor makes generally available to its customers as part of purchased Support Services and which are not separately priced or marketed by Licensor.

2. INTELLECTUAL PROPERTY RIGHTS

2.1 Ownership. Title to the Software, Documentation, Updates and all patents, copyrights, trade secrets and other worldwide proprietary and intellectual property rights in or related thereto are and will remain the exclusive property of Licensor and its licensors. Customer may not remove any titles, trademarks or trade names, copyright notices, legends, or other proprietary markings in or on the Software, hardware or Documentation and will not acquire any rights in the Software, except the limited license specified in this Agreement. Licensor and its licensors own all rights in any copy, translation, modification, adaptation or Derivative Works of the Software, including any improvement or development thereof. Licensor retains all rights not expressly granted to Customer in this Agreement. Customer shall promptly notify Licensor in writing upon discovery of any unauthorized use of the Software or Documentation or infringement of Licensor’s proprietary rights in the Software or Documentation.

2.2 Open Source Components. The Software includes certain third-party software as set forth in the Documentation, and may be used only in accordance with the licenses set forth therein, which prevail over the terms of this Agreement with respect to such third-party software. Source code for these components is available upon written request to Licensor. With respect to the Software, third-party components are integrated by Licensor for and on behalf of Customer in accordance with this Agreement. Therefore, any third-party software delivered to Customer pursuant to this Agreement, including any third-party plug-in that may be provided with the Software, is included for use at Customer’s option, solely in accordance with the corresponding third-party software license(s). Licensor shall have no liability for Customer’s use of any third-party software.

3. LICENSE GRANT AND FEES

3.1 Software License. [Customer is granted a non-exclusive, non-transferable, non-assignable, restricted license during the term set forth in this Agreement, to access, install, and use one production copy, one test copy, and one backup copy of the Software in accordance with the relevant Documentation for Customer’s own internal business purposes only.] Customer may not use the Software for providing hosted or service bureau services to the general public or any third-party entities that are not managed facilities for which Customer provides integral technology services. Customer acknowledges the Software and Documentation is proprietary to Licensor and may not be distributed to any third parties. Customer is not granted rights to Updates unless Customer has purchased Support Services. The license granted herein is subject to the specific restrictions and limitations set forth herein,

the terms of the open source licenses governing the components included in the Software, and/or any additional licensing restrictions and limitations specified in the Documentation, or by notification and/or policy change posted at Licensor's website.

3.2 License to Government. If any Software is being licensed under the terms of a proposal or agreement with the U.S. Government or on the U.S. Government's behalf, the Software is commercial computer software that was developed exclusively at private expense, and (a) if acquired by or on behalf of a civilian agency, shall be subject to the commercial computer software license terms set forth in this Agreement as specified in 48 C.F.R 12.212 of the Federal Acquisition Regulation and its successors; or (b) if acquired by or on behalf of units of the Department of Defense, shall be subject to the commercial computer software license terms set forth in this Agreement as specified in 48 C.F.R 227.7202, Defense Federal Acquisition Regulation Supplement and its successors.

3.3 Fees. Customer agrees to pay Fees to Licensor for the licenses and associated services.

4. LICENSE RESTRICTIONS

4.1 Restrictions on Use. Subject to the terms of the open source licenses governing the open source components of the Software, Customer shall not: (a) Allow third parties or develop methods for third parties to use the Software; (b) sell, rent, lease, use collectively, record, license, sublicense, share, distribute, publicly communicate, transfer or exploit in any other manner the Software or Documentation; (c) except as permitted by applicable law, decompile, disassemble, or reverse engineer the Software, in whole or in part, and Customer shall not attempt to obtain in any other manner any Software source code, and shall not carry out any action to the detriment of Licensor's intellectual property rights or those of its suppliers; (d) make copies, execute, publish, or reproduce Software or Documentation, unless expressly authorized in this Agreement (and all copies must maintain Licensor's copyright notices); (e) develop any Derivative Works or any type of software program based on the Software, Documentation, or any other Confidential Information of Licensor; (f) make available, reveal, disclose, offer, or allow the use of Software by third parties, without the prior written consent of Licensor; (g) alter or modify the Software without the prior written consent of Licensor; (h) reject, avoid, elude, remove, deactivate, or evade, in any way, any protection mechanism of the Software, including without limitation any mechanism used to restrict or control Software functions; (i) provide or offer access to any third parties to any restricted online access keys or authentication passwords provided by Licensor for downloading Software; or (j) disclose to any third party any benchmarking or comparative study involving the Software or Documentation.

4.2 Trademarks. Customer may not delete, remove, hide, move, or alter any trademark, logo, icon, image, or text that represents the Licensor's name, any derivation thereof, or any icon, image, or text that is likely to be confused with the same. All representations of the Licensor's name, logo or other mark of Licensor or any of its Affiliates' names or marks must remain as originally distributed regardless of the presence or absence of a trademark, copyright, or other intellectual property symbol or notice.

4.3 Legal and Export Control Compliance. Customer agrees to comply with all applicable laws. Without limiting the foregoing, Customer agrees to comply with all United States export laws and applicable import laws of Customer's locality (if Customer is not located in the United States), and Customer agrees not to export any Software without first obtaining all required authorizations or licenses. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated nationals or the U.S. Department of Commerce

Denied Person's List or Entity List. By using the Software, Customer makes representations and warranties of not being located in any such country or on any such list. Customer also agrees not to use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

5. SUPPORT, INFORMATION, AND AUDITS

5.1 Support. Subject to Customer's payment of the Fees for Support Services, Licensor will provide Support Services to Customer per the Support Services Addendum attached hereto as Exhibit A. Licensor will provide Customer with any Updates that it makes generally available to its other users that have purchased the same level of support.

5.2 Information. Customer will keep and maintain commercially reasonable written records and accounts regarding use of Software for at least ____ (__) years after expiration of the applicable Software license term.

5.3 Audits. Licensor, or a certified public accountant designated by Licensor, shall have the right, upon ____ (__) days prior written notice to Customer, to conduct an inspection and audit of all Customer's relevant facilities and records relating to this Agreement. Such audit shall be conducted during regular business hours at Customer's offices and data centers and in such manner so as not to unreasonably interfere with Customer's normal business activities. In no event shall audits be conducted more frequently than once every ____ (__) months. The audit shall be conducted at Licensor's expense; provided, however, that if the audit reveals that Customer has failed to comply with any material term of this Agreement, Customer shall pay all reasonable costs and expenses incurred by Licensor in conducting the audit, and any applicable unpaid fees.

6. LIMITED WARRANTY AND DISCLAIMERS

6.1 Limited Warranty. Licensor warrants that, for a period of _____ (__) days from the [original delivery date], the Software will be free from defects in materials and workmanship and substantially conform to the specifications set forth in the Documentation. [All specifications are provided based on testing of the Software in a laboratory setting, and actual performance may be affected by network connections, software and hardware configuration and hardware specifications.] This limited warranty does not apply to third-party open source software.

6.2 Exclusive Remedy. Licensor's entire liability and Customer's exclusive remedy in case of a breach of the foregoing limited warranty shall be correction of the error or, at Licensor's sole option, replacement of the Software.

6.3 Exclusion of Warranty. This limited warranty is void if the defect has resulted from accident, abuse, negligence, misapplication, or where the Software has not been properly installed or used in accordance with the Documentation.

6.4 Disclaimer. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE SOFTWARE AND SUPPORT SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE OR SUPPORT SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE FAIL SAFE, UNINTERRUPTED, ERROR FREE, OR THAT THE SOFTWARE WILL PROTECT AGAINST ALL POSSIBLE THREATS. LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF SATISFACTORY

QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, AND ACCURACY OF INFORMATIONAL CONTENT.

6.5 Exceptions. Some states or jurisdictions do not allow the exclusion of express or implied warranties, so the above disclaimer may not apply to Customer. IN THAT EVENT, SUCH EXPRESS OR IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE WARRANTY PERIOD (OR THE MINIMUM PERIOD REQUIRED BY APPLICABLE LAW).

7. LIMITATION OF LIABILITY

IN NO EVENT, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL LICENSOR OR ITS LICENSORS, PARTNERS, OR SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTIES UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, COSTS, LOSSES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OR INTERRUPTION OF USE, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, DAMAGE TO NETWORKS, EQUIPMENT, OR HARDWARE, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY). Regardless of whether the claim for such damages is based in contract, tort, or any other legal theory, [in no event shall Licensor's aggregate liability to Customer for direct damages exceed the original purchase price of the Software, Support Services or other amounts paid by Customer], even if Licensor has been advised of such damages. The foregoing limitations shall apply to the maximum extent permitted by applicable law. THE LIMITATION OF LIABILITY HEREIN IS BASED ON THE FACT THAT END USERS USE THEIR COMPUTERS FOR DIFFERENT PURPOSES. ACCORDINGLY, ONLY CUSTOMER CAN IMPLEMENT BACK-UP PLANS AND SAFEGUARDS APPROPRIATE TO CUSTOMER'S NEEDS IN THE EVENT AN ERROR IN THE SOFTWARE CAUSES COMPUTER PROBLEMS AND RELATED DATA LOSSES. FOR THESE BUSINESS REASONS, CUSTOMER AGREES TO THE LIABILITY LIMITATIONS HEREIN AND ACKNOWLEDGE THAT WITHOUT CUSTOMER'S AGREEMENT TO THIS PROVISION, THE FEES CHARGED FOR THE SOFTWARE WOULD BE HIGHER.

8. CONFIDENTIALITY AND NOTIFICATIONS

7.1 Confidentiality. [Customer acknowledges and agree that the Software incorporates confidential and proprietary information ("Confidential Information") developed or acquired by Licensor including, but not limited to, technical and non-technical data, formulas, patterns, compilations, devices, methods, techniques, drawings and processes related to the Software, which constitutes the valuable intellectual property of Licensor and its suppliers.]

7.2 Use of Confidential Information. Each party will comply with all laws and regulations that apply to use, transmission, storage, disclosure, or destruction of Confidential Information. Both Parties agree to hold the other party's Confidential Information in the strictest confidence. Confidential Information shall not be disclosed by either party to anyone except an employee, or agent who has a need to know same, or who is bound by a non-disclosure and confidentiality provision at least as restrictive as those set forth in this Agreement. Each party agrees to ensure that its employees, agents, representatives, and contractors are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Agreement. Licensor may use any technical information that Customer provides to Licensor for any of Licensor's reasonable business purposes, including product support and development. Customer acknowledges that the Software may include a monitoring capability

that sends anonymous statistics about performance, device utilization and network size remotely to Licensor.

7.3 Ownership of Information. Except as explicitly stated in this Agreement, the party receiving the Confidential Information is granted no license or conveyance of disclosing party's Confidential Information or any intellectual property rights therein. Title to the disclosing party's Confidential Information shall remain solely with the party disclosing the Confidential Information.

7.4 Remedies. It is further understood and agreed that money damages may not be a sufficient remedy for any breach of the confidentiality provisions of this Agreement and that either party may be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies may not be deemed exclusive remedies for a breach of these provisions but may be deemed in addition to all other remedies available at law or in equity.

7.5 Notices. Licensor may send Customer required legal notices and other communications about the Software, including special offers and pricing or other similar information, customer surveys or other requests for feedback ("Communications"). Licensor will send Communications via in-product notices or email to registered email addresses of named contacts, or will post Communications on Licensor's website. Customer may notify Licensor of Customer's preference not to receive any such Communications (which may have a technical impact on Customer's use of the Software and the provision of any Support Services). Licensor reserves the right, at any time and from time to time, to revise, supplement, and otherwise modify this Agreement and to impose new or additional rules, policies, terms or conditions (collectively, "Additional Terms") on Customer's use of the Software. Such Additional Terms will be effective immediately and incorporated into this Agreement upon posting the revised agreement on Licensor's website and Customer waives any right to receive a specific notice of each such revision. Customer's use of the Software signifies acceptance of the Agreement inclusive of future revisions.

8. TERM AND TERMINATION

This Agreement and the licenses granted hereunder shall remain in effect until terminated by either party. Licensor may terminate this Agreement and the licenses granted hereunder, upon written notice for any material breach of this Agreement that Customer fails to cure within ____ (__) days following written notice specifying such breach. Customer may terminate this Agreement and the licenses granted hereunder upon written notice for any material breach of this Agreement that Licensor fails to cure within ____ (__) days following written notice specifying such breach. Except as expressly provided herein, sections ____ of this Agreement shall survive termination.

9. INDEMNIFICATION

[Licensor shall indemnify and hold harmless Customer and its officers, employees, agents and representatives and defend any action brought against same with respect to any third-party claim, demand or cause of action, including reasonable attorney's fees, to the extent that it is based upon a claim that the Software infringes or violates any United States patents, copyrights, trade secrets, or other proprietary rights of a third-party. Customer may, at its own expense, assist in such defense if it so desires, provided that Licensor shall control such defense and all negotiations relating to the settlement of any such claim. Customer shall promptly provide Licensor with written notice of any claim which Customer believes falls within the scope of this indemnification provision of the Agreement. In the event that the Software or any portion

thereof is held to constitute an infringement and its use is enjoined, Licensor may, at its sole option and expense, (i) modify the infringing Software so that it is non-infringing, (ii) procure for Customer the right to continue to use the infringing Software, or (iii) replace said Software with suitable, non-infringing software. Notwithstanding the foregoing, Licensor will have no obligation for any claims to the extent such claims result from (i) modifications or alterations of the Software made by or for Customer or any other party that were not provided by Licensor or authorized by Licensor in writing; (ii) use outside the scope of the license granted hereunder, (iii) use of a superseded or previous version of the Software if infringement would have been avoided by the use of a newer version which Licensor made available to Customer, or (iv) use of the Software in combination with any other software, hardware or products not supplied by Licensor. This indemnity obligation is subject to the limitation of liability and does not apply to any open source components of the Software.]

10. GENERAL PROVISIONS

10.1 Assignment. Neither party may assign this Agreement or any right or obligation hereunder without the other party's prior written consent. However, Licensor may assign this Agreement in the event of a merger or consolidation or the purchase of all or substantially all of its assets. This Agreement will be binding upon and inure to the benefit of the permitted successors and assigns of each party.

10.2 Force Majeure. Licensor will not be held responsible for any failure, delay or interruption caused by circumstances outside its control, such as network failure, network connection failure, earthquake, flooding, strikes, embargos or acts of government. If such event giving rise to Force Majeure lasts for more than ____ () days, then either party may terminate this Agreement without such termination giving rise to any liability or right to any refund.

10.3. Taxes. Customer agrees to pay all taxes (including but not limited to sales, use, excise, and value-added taxes), tariffs, duties, customs fees or similar charges imposed or levied on the Software Customer licenses, with the exception of taxes on Licensor's net income.

10.4 Entire Agreement and Amendments. This Agreement constitutes the entire agreement between the parties and supersedes all written or oral prior agreements or understandings between the parties. The terms of this Agreement may not be modified except by a written agreement signed by both parties.

10.5 Severability. If any provision of this Agreement is held illegal or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from the remaining provisions of this Agreement and shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement.

10.6 Waiver. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of those rights.

10.7 Choice of Law and Venue. The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the United States and of the State of [STATE] without giving effect to the conflicts of law provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. Customer hereby irrevocably consents to jurisdiction of both the state and federal courts located in [COUNTY] County, [STATE].

10.8 Relationship of the Parties. Each party will be and act as an independent contractor and not as an agent or partner of, or joint venturer with the other party, and neither party will have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

10.9 Attorneys' Fees. If any legal action, including, without limitation, an action for arbitration or injunctive relief, is brought relating to this Agreement or the breach hereof, the prevailing party in any final judgment or arbitration award, or the non-dismissing party in the event of a dismissal without prejudice, shall be entitled to the full amount of all reasonable expenses, including all court costs, arbitration fees and actual attorneys' fees paid or incurred in good faith.

Exhibit A

Support Services Addendum

This section shall apply to the extent that Customer has paid for Support Services for the current term.

1. DEFINITIONS

“Coverage Period” means 9:00am to 5:00pm PST, Monday through Friday, and excluding US national holidays for customers in the Western Hemisphere; 9:00am to 5:00pm CEST, Monday through Friday, and excluding Irish and Spanish national holidays for customers in the Eastern Hemisphere.

“Maintenance Patch” means a release of or for a Supported Product that includes the most recent Resolutions.

“Resolution” means either a software modification or addition that, when made or added to the Supported Product, corrects a Supported Incident; or a work-around, procedure or routine that, when observed in the regular installation or operation of the Software, eliminates the practical adverse effect of such Supported Incident on Customer; or replacement of the Supported Product. (Resolutions may include patches and bug fixes).

“Supported Incidents” means a material defect in materials and workmanship of the Supported Products, or failure of the Supported Product to conform to the specifications set forth in the documentation (“Documentation”) relating to that version of the Supported Product, resulting in the inability to use, or restriction in the use of, the Supported Product.

“Supported Products” means the current version of the Software and any prior version for which Licensor provides support.

2. SERVICE DESCRIPTION AND SCOPE

A. Scope of Support Services. The scope of Support Services includes the following two services:

1. Technical Phone Support. Customer may use universal toll-free phone support to receive help with regard to installation, configuration and administration of the Software and/or hardware. The telephone support is provided 5 days a week, 8 hours a day.

2. Customer Support Portal. An online platform for Customer to submit and track support tickets and access the Licensor's support knowledge database.

Support Services do not include development, consulting or technical training. Any additional tasks derived from the ticket beyond knowledge transmission, and not specified hereunder, such as development, documentation, specific testing or remote access will be charged on an hourly basis unless otherwise agreed in writing by the parties. The Support Services and Maintenance Services are collectively referred to as the "Services."

C. Service Modification. Modifications to the scope of the Support Services may be made from time to time by Licensor and will be notified to Customer in writing.

D. Exclusion from Services. Licensor is not obligated to provide Support Services in the following situations:

- Unsupported Incidents.
- Improper installation or operation of the Supported Product not in accordance with Licensor's specifications or the Documentation.
- The Supported Product has been damaged or the Supported Incident is caused by Customer's negligence, or other causes beyond the reasonable control of Licensor.
- The Supported Incident is caused by third party hardware or software not sold or licensed by or through Licensor.
- Customer has not installed and implemented a Maintenance Patch/Update or Upgrade so that the Software is not a release supported by Licensor.

Such issues may be addressed separately upon request to Licensor or an authorized partner at the applicable hourly rates for consulting.

3. MAINTENANCE SERVICE AND SUPPORT SERVICE PERIOD

The Maintenance and Support Service period shall be for a period of time as set forth in a valid order form.

4. MEANS OF PROVIDING THE MAINTENANCE AND SUPPORT SERVICES

Licensor will provide the Services by remote assistance. Except in the case of emergencies, requests for Services must be made to Licensor's customer service portal. In response to requests, support technicians will respond via email or phone. Severity 1 and 2 issues may be reported by phone.

5. RESPONSE CRITERIA

Licensor's initial response may result in resolution of the request or form the basis for determining what additional actions may be required to achieve Resolution. For Service requests received outside of the Coverage Period, Licensor will use commercially reasonable efforts to respond within the timeframe designated below based on the Severity level as determined by Licensor, except that Licensor is not responsible for delays in response delivery caused by systems and network problems.

6. MAINTENANCE PATCHES AND UPGRADES/UPDATES

In addition to Resolutions, during the term of this Exhibit, Licensor shall make Maintenance Patches and Upgrades/Updates available if and when made generally available by Licensor. If a question arises as to whether a product offering is an Upgrade/Update or a new product or separate component, Licensor's determination will prevail, provided that Licensor treats the product offering as a new product or feature for its end user customers generally.

7. CUSTOMER RESPONSIBILITIES

Customer agrees to:

- Pay the applicable Services fees and any communications charges associated with accessing the Services (unless Licensor specifies otherwise).
- Ensure that any access codes Licensor provides are used only by Customer's authorized personnel.
- Designate a Licensor certified representative (a "Primary Technical Contact") to be the focal point to which Licensor may direct general technical information pertaining to Customer's Supported Products. Customer's Primary Technical Contact must have sufficient technical knowledge of Customer's Supported Product environment to enable effective communication with the Licensor support center.
- Provide Licensor with all relevant and available diagnostic information (including product or system information) pertaining to software problems for which Customer requests assistance.
- Provide Licensor with appropriate remote access to Customer's system if necessary to assist in isolating the software problem cause. Customer will remain responsible for adequately protecting the system and all data contained therein whenever it is remotely accessed by Licensor with Customer's permission.
- Use the information obtained under these Services only for the support of the information processing requirements within Customer's enterprise.
- Ensure that Services are used only in relation to duly licensed Supported Products.
- Make reasonable efforts to correct any issue and deploy corrections after consulting with Licensor.
- Promptly install all Maintenance Patches and Resolutions.
- Inform Licensor promptly of any changes in hardware location.

8. CHARGES AND PAYMENT

A. Charges ("Support Fees") for Support Services during the Coverage Period, are invoiced in advance, or in the case of a renewal term, no later than the date of commencement of the applicable Coverage Period.

B. The Support Fees may vary, depending on, for example, the services engaged, the Coverage Period (Prime Shift or Full Shift) and the term of this Exhibit. Customer's Support Fee is set forth in the Order Form and any renewal order form.

C. Support Services expire on termination of the End-User License Agreement or otherwise in accordance with the corresponding order form.

9. SUPPORT SERVICE LEVELS

Licensor will provide Support Services to Customer pursuant to following procedures:

A. Online Support Center. The Customer has 24/7 access to Licensor's support center. Licensor shall assign an Incident priority level to the request during Service Hours (Severity levels 1-4).

B. Support Call Logging. Licensor shall acknowledge receipt of Support Calls by telephone or the same method that the Support Call was received with a tracking number, and with respect to Software Support, within the Support Response Times.

C. Software Support Response Times. Support for the Software is available during Service Hours with the following Support Response Times:

[Insert chart showing services and response times]