



MASTER SOFTWARE LICENSE AGREEMENT

BY SIGNING AN ORDER REFERENCING, OR BY OTHERWISE MANIFESTING AGREEMENT TO THIS MASTER SOFTWARE LICENSE AGREEMENT (THE "END USER ACCESS AGREEMENT" AND ALONG WITH ALL ORDERS, THE "AGREEMENT") ON BEHALF OF THE ORDER ACTIVITY INDICATED BY YOU AT THE TIME OF ACCEPTANCE ("GOVERNMENT") YOU ARE HEREBY AGREEING TO THIS END USER ACCESS AGREEMENT ON BEHALF OF GOVERNMENT. IN DOING SO YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE GOVERNMENT TO THESE END CLIENT TERMS AND CONDITIONS AND THE AGREEMENT. THE AGREEMENT IS BY AND BETWEEN GOVERNMENT AND CAMBRIDGE SEMANTICS INC. ("PROVIDER")

1. DEFINITIONS AND SCOPE OF AGREEMENT

1.1. Definitions. The following terms, as used herein, shall have the following meanings:

1.1.1. "Agreement" means, collectively, this Master Software License Agreement and the attached Schedule A and any and all Order Forms.

1.1.2. "Business Partner" means an entity that requires access to the Software in connection with the operation of Licensee's business, such as customers, distributors and suppliers.

1.1.3. "Confidential Information" means, subject to the exceptions set forth below, any information or data, regardless of whether it is in tangible form, disclosed by either party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, CSI's Confidential Information includes (whether or not the applicable information or materials are marked or otherwise identified as confidential or proprietary) the Software; the concepts, techniques, ideas, and know-how embodied and expressed in the Software; the Documentation; any other third-party software or documentation licensed with or as part of the Software or Documentation; benchmark results; manuals; program listings; data structures; flowcharts; logic diagrams; functional specifications; business and/or product or service plans; and the terms of this Agreement. Information will not be deemed Confidential Information hereunder if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party.

1.1.4. "Documentation" means CSI's end user documentation for the Software that is delivered to Licensee under this Agreement.

- 1.1.5. “Effective Date” means the date first set forth above.
- 1.1.6. “Order Form” means any written Order Form or Quote that references this Agreement and is incorporated by reference on the purchase order and sets forth, at a minimum, the software to be licensed by CSI and the fees for such software.
- 1.1.7. “Software” means all software (in object code form only) specified in any Order Form, developed by or for CSI and delivered to Licensee hereunder and Maintenance Services, any new releases thereof (in object code form only) made generally available pursuant to Maintenance Services.
- 1.1.8. “Termination Date” means the Termination Date set forth in section 5.1.
- 1.1.9. “Use” means to activate the processing capabilities of the Software, load, execute, access, employ the Software, and display information resulting from such capabilities.
- 1.2. Scope of Agreement; Ordering Procedure. As of the Effective Date, Licensee is licensing the Software described on the Order Form. From time to time after the Effective Date, if the parties reach mutual agreement on the terms and conditions under which that Licensee will license additional software and/or receive additional services from CSI under this Agreement, the parties will enter into one or more additional Order Forms.
- 1.3. Order of Precedence. In the event of a conflict or ambiguity between the terms and conditions of this Master Software License Agreement and any Schedule to this Master Software License Agreement or Order Form, the terms and conditions of this Master Software License Agreement will prevail unless the Schedule or Order Form expressly states that the term in the Schedule or Order Form will prevail.
2. LICENSE GRANT
- 2.1. License. Subject to the terms and conditions of this Agreement, CSI hereby grants a non-exclusive, non-resalable, non-transferable, worldwide, limited (unless terminated in accordance with Section 5 herein) license to Use the Software and Documentation set forth in the applicable Order Form. Use may occur solely by way of an interface delivered with or as a part of the Software, or by documented application programming interfaces (“APIs”) and query services designated in writing by CSI.
- 2.2. Restrictions; Reservation of Rights; Verification.
- 2.2.1. Named Users; Business Partners; Third Parties. The Licensee may not use the Software in any manner not authorized by this License. The Software may not be used by more than the number of named users specified on the applicable Order Form. Licensee may not use the Software or Documentation for commercial time-sharing, rental, software as a service (SaaS), “cloud hosting”, or service bureau use, including without limitation, providing management and support to any third party. Business Partners may have use of the Software exclusively to support Licensee’s business processes only, and may not Use the Software to run any of their internal business operations or operations for other customers. The Documentation may be used by the Licensee only in conjunction with the use of the Software.

2.2.2. Other Restrictions. Licensee shall not, directly or indirectly, translate, disassemble, or decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software. Licensee is not permitted to make derivative works of the Software, and Licensee hereby assigns and will assign ownership of any unauthorized derivative works and all associated intellectual property rights to CSI. CSI's logo and trademarks cannot be changed, misappropriated, misused or rebranded without CSI's written consent.

2.2.3. Reservation. Subject only to the rights expressly granted to Licensee under this Agreement, CSI and its licensors retain all proprietary rights and title (including without limitation all intellectual property rights) to the Software, Documentation and any modifications thereof, and no ownership of any part of the Software or Documentation is hereby transferred to Licensee.

2.2.4. Verification. CSI shall be permitted to audit (no more than once annually, upon reasonable advance written notice and during Licensee's standard business hours) the usage of the Software and Documentation. Such audit will be limited to information related to the amounts owed by Licensee under this Agreement and any information disclosed during this audit shall be subject to the provisions of Section 6. In the event an audit reveals that Licensee underpaid any amounts due under this Agreement to CSI, Licensee shall pay such underpaid fees.

2.2.5. Remote Access. In the case where Licensee obtains access or makes use of the Software remotely across the Internet by using systems provided by the Licensee, CSI and any other third party, the terms of this Agreement will apply and remain valid.

2.3. Licensee Granting of Rights. Unless otherwise agreed in writing in advance with CSI, Licensee hereby grants to CSI an irrevocable license under all intellectual property rights (including copyright) to use, copy, distribute, sublicense, display, perform and prepare derivative works based upon any feedback, including materials, fixes, error corrections, enhancements, and suggestions provided to CSI.

3. MAINTENANCE AND SUPPORT SERVICES

3.1. Maintenance and Support Services. So long as CSI continues to offer similar support services to its other Software licensees, and subject to payment by Licensee of the applicable Maintenance and Support Services Fees set forth on the applicable Order Form, CSI will provide maintenance and support services in accordance with the terms set forth in the Maintenance and Support Services Schedule attached as Schedule A hereto ("Maintenance Services").

3.2. Professional Services. Licensee may order consulting and professional services from CSI in accordance with the terms set forth in the separate Master Services Agreement between the parties dated _____.

4. PRICE AND PAYMENT

4.1. Fees. For the initial order, Licensee shall pay the Software License Fees as set forth on the Order Form. Unless otherwise set forth in an Order Form, the fees for any Software licenses ordered after the Effective Date shall be at CSI's standard current product list and fee schedule in effect at the time a Software license is ordered by the Licensee. Any undisputed fees not paid when due shall accrue

interest at the rate of 18% per annum, but not to exceed the maximum amount as allowed by law.

- 4.2. Taxes. Fees and other charges described in this Agreement (including without limitation in any Order Form), or in CSI's most recent list of prices and conditions, do not include federal, state or local sales, foreign withholding, use, property, excise, service, or similar taxes ("Tax(es)") now or hereafter levied, all of which shall be for Licensee's account. With respect to state/local sales tax, direct pay permits or valid tax-exempt certificates must be provided to CSI prior to the execution of this Agreement. If CSI is required to pay Taxes, Licensee shall reimburse CSI for such amounts. Licensee hereby agrees to indemnify CSI for any Taxes and related costs, interest and penalties paid or payable by CSI. This Section 4.2 shall not apply to taxes based on CSI's income.

5. TERM

- 5.1. Term; Termination. This Agreement and the license granted hereunder shall become effective as of the Effective Date and shall continue in effect thereafter for the Term set forth in the applicable Order Form unless terminated upon the earliest to occur of the following: (a) the Termination Date set forth in the Order Form, (b) thirty (30) days after either party gives the other party ("Breaching Party") notice of the Breaching Party's material breach of any provision of the Agreement (other than Licensee's breach of its obligations under Section 10.6, which breach shall result in immediate termination without notice from CSI, or a receiving party's breach of Section 6, which breach shall result in immediate termination without notice from the disclosing party), including more than 30 days delinquency in Licensee's payment of any undisputed fees due under this Agreement, unless the Breaching Party has cured such breach during such 30 day period; or (c) immediately if a liquidation proceeding under any foreign, state or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is commenced by Licensee; or such a proceeding is commenced with respect to Licensee by any third party, and such proceeding is not resolved favorably within forty-five (45) days.
- 5.2. End of Term Duties. Upon any termination hereunder, each party and its Subsidiaries shall immediately cease Use of all of the other party's Confidential Information. Within thirty (30) days after any termination, the Receiving Party shall deliver to the Disclosing Party or destroy all copies of the Disclosing Party Confidential Information in every form. The Receiving Party agrees to certify in writing to the Disclosing Party that it and each of its Subsidiaries has performed the foregoing. Sections 5.2, 6, 7, 8, 9 and 10 and Licensee's duty to pay all amounts due as of the effective date of termination shall survive such termination. In the event of any termination hereunder, except for termination by Licensee for CSI's uncured breach under section 5.1, Licensee shall not be entitled to any refund of any payments made by Licensee. In the event of termination by the Licensee for CSI's uncured breach under Section 5.1, CSI shall immediately refund Licensee of a pro-rated basis all fees paid in advance.

6. CONFIDENTIALITY

The Receiving Party acknowledges that it will have access to the Disclosing Party's Confidential Information. The Receiving Party agrees that it will not (a) use any such Confidential Information in any way, for its own account or the account of any third party,

except for the exercise of its rights and performance of its obligations under this Agreement, or (b) disclose any such Confidential Information to any party, other than furnishing such Confidential Information to (i) its employees and consultants who are required to have access to the Confidential Information in connection with the exercise of its rights and performance of its obligations under this Agreement and (ii) professional advisers (e.g., lawyers and accountants); provided, however, that any and all such employees, consultants, and advisers are bound by agreements or, in the case of professional advisers, ethical duties, to treat, hold and maintain such Confidential Information in accordance with the terms and conditions of this Section 6. The Receiving Party agrees that it will not allow any unauthorized person access to Disclosing Party's Confidential Information, and that Receiving Party will take actions reasonably necessary to protect the confidentiality of such Confidential Information, including implementing and enforcing procedures to minimize the possibility of unauthorized use or copying of such Confidential Information. In the event that the Receiving Party is required by law to make any disclosure of any of Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party shall first give written notice of such requirement to the Disclosing Party, and shall permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection.

7. DISCLAIMER OF WARRANTY

THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. CSI AND ITS LICENSORS (FOR THE PURPOSES OF SECTION 7 AND 8, CSI AND ITS LICENSORS WILL BE COLLECTIVELY REFERRED TO AS "CSI") EXPRESSLY DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, WHETHER SUCH WARRANTIES ARE EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CSI MAKES NO WARRANTY OR REPRESENTATION THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET THE LICENSEE'S REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED, NOR WITH RESPECT TO THE CORRECTNESS, ACCURACY, OR RELIABILITY OF THE SOFTWARE. LICENSEE FURTHER ACKNOWLEDGES THAT THE SOFTWARE MAY HAVE LIMITED FUNCTIONALITY, CONTAIN BUGS, ERRORS, AND OTHER PROBLEMS THAT COULD CAUSE COMPUTER SOFTWARE, HARDWARE, AND SYSTEM FAILURES OR LOSS OF DATA. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SOFTWARE AND DISTRIBUTION OF THE COMPONENT IS AT LICENSEE'S SOLE RISK.

8. LIMITATIONS OF LIABILITY

8.1. Licensee's Remedies. Licensee's sole and exclusive remedies for any damages or loss in any way connected with the Software furnished by CSI and its licensors, whether due to CSI's negligence or breach of any other duty, shall be, at CSI's option: (a) to bring the performance of the Software into substantial compliance with the functional specifications; or (b) return of an appropriate portion of any payment made by Licensee with respect to the applicable portion of the Software.

- 8.2. Not Responsible. CSI will not be responsible under this Agreement for any modification made by any party other than CSI, any third-party software, or any third party database. CSI AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM INHERENTLY DANGEROUS USE OF THE SOFTWARE LICENSED HEREUNDER.
- 8.3. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES WILL CSI BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF CSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CSI'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) EXCEED THE AMOUNT PAID TO CSI BY YOU FOR THE SPECIFIC LICENSE TO WHICH THE LIABILITY IS RELATED.
- 8.4. Severability of Actions. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

9. EXPORT REGULATIONS

Licensee acknowledges and agrees that it shall not export, or re-export directly or indirectly, the Software, to any country or person in violation of the laws and regulations of any applicable jurisdiction. This restriction expressly includes, but is not limited to, the export regulations of the United States of America (the "United States"). Specifically, Licensee shall not download or otherwise export or re-export the Software to (i) Cuba, Iran, Libya, Sudan, North Korea, or Syria or any other country where such use is prohibited under United States export regulations, or (ii) anyone who is a national of any of such country or whose name appears on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Denied Persons List. Licensee agrees to the foregoing and represent and warrant that you are not located in, under the control of, organized under the laws of, or a national or resident of any such country, or on any such list.

10. GENERAL PROVISIONS

- 10.1. Public Announcement. Both parties can publicize the general subject matter of this Agreement as long as the disclosing party shall endeavor, on a basis reasonable under the circumstances, to provide a meaningful opportunity to the other party to review and comment upon such press release, case study, testimonial or other public material and shall give due consideration to all reasonable additions, deletions or changes suggested thereto.
- 10.2. Force Majeure. Neither party hereto shall have any liability under this Agreement for such party's failure or delay in performing any of the obligations imposed by this Agreement to the extent such failure or delay is the result of any of the following events (each, a "Force Majeure Event"): (a) any fire, explosion, unusually severe weather, natural disaster or Act of God; (b) epidemic; any nuclear, biological, chemical, or similar attack; any other public health or safety emergency; any act of terrorism; and any action reasonably taken in response to any of the foregoing; (c) any act of declared or undeclared war or of a public

enemy, or any riot or insurrection; (d) damage to machinery or equipment; any disruption in transportation, communications, electric power or other utilities, or other vital infrastructure; or any means of disrupting or damaging internet or other computer networks or facilities; (e) any strike, lockout or other labor dispute or action; (f) any action taken in response to any of the foregoing events by any civil or military authority; or (g) any other event beyond such party's control; provided that financial inability in and of itself shall not be a Force Majeure Event.

- 10.3. Severability. The terms and conditions of this Agreement are severable. If any term or condition of this Agreement is deemed to be illegal or unenforceable under any rule of law, all other terms shall remain in force. Further, the term or condition which is held to be illegal or unenforceable shall remain in effect as far as possible in accordance with the intention of the parties as of the Effective Date.
- 10.4. Relationship of the Parties. Nothing in this Agreement shall be construed to place the parties hereto in an agency, employment, franchise, joint venture, or partnership relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained shall give rise or is intended to give rise to any rights of any kind to any third parties. Neither party will represent to the contrary, either expressly, implicitly or otherwise.
- 10.5. Governing Law; Consent to Jurisdiction. All disputes, claims or controversies arising out of this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its rules of conflict of laws. Each of the parties hereto hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the courts of the Commonwealth of Massachusetts and of the United States of America located in the Commonwealth of Massachusetts (the "Massachusetts Courts") for any litigation among the parties hereto arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, waives any objection to the laying of venue of any such litigation in the Massachusetts Courts and agrees not to plead or claim in any Massachusetts Court that such litigation brought therein has been brought in any inconvenient forum or that there are indispensable parties to such litigation that are not subject to the jurisdiction of the Massachusetts Courts.
- 10.6. Assignment; Binding Effect. Licensee may not assign or transfer this Agreement in whole or in part, by operation of law or otherwise, without the prior written consent of CSI, except that Licensee may assign or transfer this Agreement without the written consent of CSI to a corporation or other business entity succeeding to all or substantially all the assets and business of Licensee by merger or purchase; provided, however, that such corporation or other business entity is not a competitor of CSI; and provided, further, that such corporation or other business entity expressly assumes, in a writing delivered to CSI, all of the terms and conditions of this Agreement. For purposes of the foregoing, a Change of Control (as defined below) with respect to Licensee shall be deemed to be an assignment. Any attempt by Licensee to assign or transfer this Agreement in violation of this Section 10.6 (e.g., to assign or transfer this Agreement to a competitor of CSI) shall be null and void and shall give rise to CSI's right to terminate this Agreement under Section 5.1. This Agreement is freely assignable by CSI provided that CSI gives Licensee written notice of such assignment and

the assignee specifically agrees to adhere to the terms and provisions of this Agreement. Subject to the foregoing, this Agreement shall be binding on the parties and their successors and assigns. "Change of Control" includes any and all of the following transactions: (a) a merger, consolidation, business combination, recapitalization, liquidation, dissolution or similar transaction involving Licensee pursuant to which the stockholders of Licensee immediately preceding such transaction hold less than a majority of the equity interests in the surviving or resulting entity of such transaction; (b) the acquisition by any person or group (including by way of a tender or exchange offer or issuance by Licensee), directly or indirectly, of beneficial ownership or a right to acquire beneficial ownership of shares representing a majority of the number or voting power of the outstanding shares of Licensee's capital stock; or (c) a sale or other disposition by Licensee of assets or earning power aggregating a majority of the assets or earning power of Licensee.

- 10.7. Notices. All notices under this Agreement will be in writing and will reference this Agreement. Notices will be deemed given when: (a) delivered personally; (b) sent by confirmed facsimile; (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt. All communications will be sent to the addresses set forth on the first page of this Agreement or such other addresses designated pursuant to this Section 10.7.
- 10.8. No Waiver. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.
- 10.9. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.
- 10.10. Headings. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- 10.11. Construction. This Agreement has been negotiated by each of the parties hereto and each of their respective counsel. This Agreement will be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party. This English language version of this Agreement shall be the official version of this Agreement, even if this Agreement is translated into any other language. All notices, communications and discussions pertaining to this Agreement, whether oral or written, will be conducted in the English language, including any enforcement proceedings.
- 10.12. Complete Agreement. This Agreement, including the exhibits hereto, which are hereby incorporated into this Agreement by this reference, constitutes the entire agreement between the parties with respect to the subject matter hereof. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments or quotations. This Agreement may not be modified or waived, in whole or part, except in writing and signed by an officer or duly authorized representative of both parties.

SCHEDULE A – MAINTENANCE AND SUPPORT SERVICES SCHEDULE

The terms and conditions of this Schedule A shall be referred to as this “Maintenance and Support Schedule”.

A. Maintenance Services.

Unless an Order Form specifies otherwise, CSI agrees to provide Licensee the maintenance services set forth in this Schedule A for all Software. CSI agrees to provide Maintenance Services for one (1) year maintenance periods (each a “Maintenance Period”). Unless terminated in accordance with the terms of this SLA, each Maintenance Period automatically and successively renews at the end of the previous Maintenance Period.

Maintenance Services consist of the following:

1. **Updates.** Subject to the terms and conditions of this Maintenance and Support Services Schedule, CSI will make available to Licensee updated or upgraded versions of the Software and Documentation, Error Corrections and maintenance releases to the Software which CSI makes generally available at no additional charge to its customers that are party to an effective maintenance agreement (“Updates”). This Maintenance and Support Schedule shall not entitle Licensee to upgrades or versions which are separately priced and licensed by CSI as new products. Notwithstanding the foregoing, functionality which is substantially similar to the Software licensed under an Order Form shall not be considered a new product and shall be provided to Licensee at no additional cost.

Each Update of the Software must be functionally compatible with the prior release or version of such Software, as applicable, and must conform to the terms and conditions of this SLA applicable to the Software. Licensee may not be required to install any Update of any Software except: (i) as a prerequisite to installing a subsequent Update; or (ii) to avoid violation of intellectual property or proprietary rights of a third party, and, in such event, Licensee may not be required to pay any additional fees in connection with such prerequisite Update.

2. **Definitions.**

“Error Correction” means the correction by CSI of a Malfunction at any and all priority levels to ensure that the Software performs in accordance with the Documentation, this SLA, or the provision by CSI of a “work around” for a Malfunction that is acceptable to Licensee which does not materially impair Licensee’s use of the Software, and is followed by a permanent Correction within a reasonable amount of time.

“Malfunction(s)” means a malfunction of the Software as reported to CSI by Licensee, or otherwise identified by CSI, that prevents the Software from performing in accordance with the Documentation.

“Priority 1” means a severe impact and condition exists which causes the Software to fail to function according to the Documentation and/or this SLA, which makes the use of any one or more critical functions of the Software inoperable or significantly decreases Software or productivity in such a manner that adversely affects the ability to conduct the activities described in the Documentation or this SLA.

“Priority 2” means degraded operations constituting a limited condition that causes a slight or non-critical failure of the Software to function according to the Documentation

and/or this SLA, or a desired change in the Software which can be easily circumvented or avoided.

“Priority 3” means a problem that involves partial, non-critical loss of use of the Software in a production environment or development environment. For production environments, there is a medium-to-low impact on the business, but the business continues to function, including by using a procedural workaround. For development environments, where the situation is causing the project to no longer continue or migrate into production.

“Priority 4” means a general usage question, reporting of a documentation error, or recommendation for a future product enhancement or modification. For production environments, there is low-to-no impact on the business or the performance or functionality of the system. For development environments, there is a medium-to-low impact on the business, but the business continues to function, including using a procedural workaround.

3. **Error Corrections.** After Licensee has identified to CSI a Malfunction’s associated priority level reasonably determined by Licensee (a *“Priority Report”*), and subject to Licensee assisting CSI in attempting to recreate and diagnose the Malfunction, CSI agrees to: (a) For Priority 1 level Malfunctions, promptly assign an individual or individuals to address the Priority 1 level Malfunctions, provide a response within two (2) hours, and use best efforts to provide a Correction within six (6) hours after receipt of the Priority Report; and (b) For Priority 2 level Malfunctions (i) respond to Licensee’s Priority Report and assign technical support resources, (ii) use best efforts to provide a Correction for such Priority 2 level Malfunctions within a reasonable time frame determined by Licensee commensurate with the severity of the problem and (iii) maintain telephone contact providing at least daily progress reports to Licensee; and (c) For Priority 3 and 4 level Malfunctions, (i) provide an initial response within twenty four (24) business hours and (b) use best efforts to provide a workaround, if required, and a permanent fix with the next scheduled update. In the event that a Correction to the Priority 1 level Malfunction has not been applied within six (6) hours after receipt of a Priority Report (either reported by Licensee or CSI), then CSI will provide continuous efforts to resolve such Malfunction until the Correction to the Priority 1 level Malfunction has been provided by CSI and confirmed as remediated by Licensee. In all cases where CSI provides a temporary workaround, CSI agrees to provide Licensee with an estimate of the time by which CSI will be ready to implement a permanent solution.

4. **Exclusions.** CSI shall have no obligation to support (a) any altered, damaged or modified Software or any portion of the Software incorporated with or into other software not expressly required by the documentation delivered with the Software, unless such Software has been modified or incorporated with, or into, other software under a Statement of Work executed by the Parties and governing the implementation, or integration or modification of the Software; or (b) Software problems caused by Licensee’s negligence, abuse or misapplication, use of the Software other than as specified in the documentation delivered with the Software or otherwise delivered under an applicable Statement of Work. Unless otherwise specified in an Order form, the Services provided by CSI under this SLA are limited to the telephone support and email support specified above, and any further Services required by Licensee must be governed by a separate written services agreement.

5. **Licensee Responsibilities.** Licensee will have responsibility to notify CSI promptly of issues or Malfunctions which become known to Licensee, to allow, if

necessary, unrestricted and free access to the Software, and to ensure that a qualified Licensee representative is available to provide assistance as necessary to perform Services hereunder. CSI has a responsibility to promptly notify Licensee of issues which could cause the Software to significantly Malfunction.

6. **Term; Termination.** Unless otherwise terminated in accordance with the SLA or this Section 6, this Maintenance and Support Schedule will automatically terminate as of the effective date of the termination of this SLA (including any agreed termination support periods). Either party may terminate this Maintenance and Support Schedule if the other party commits a breach of its terms which is not cured within thirty (30) days after written notice of such breach.

7. **Services.** The following technical support services shall be included in the Maintenance Services:

7.1 Access to CSI support resources weekdays between 9:00 AM and 5:00 PM Eastern Time to resolve problems regarding the Software, including, without limitation, Malfunctions, problems related to the installation of the Software, apparent “bugs” in the Software, the configuration of the Software, and the interaction of the Software with the computer hardware and system software with which the Software is used.

7.2 If it appears that CSI will be unable to reproduce, diagnose or remedy a problem in or with the Software over the telephone or remotely, CSI shall dispatch personnel to Licensee’s premises, should it be reasonably clear that such action would materially improve the time to resolution.

7.3 Software Updates and Error Corrections are included at no additional charge within the current version and any agreed previous versions for any Software covered by a current, paid up agreement for Maintenance Services.

8. **Software Product Support Policy.**

CSI will provide Maintenance Services to Licensee for a period of three years (36 months) commencing as of date of general availability (“GA”) of a new Major Release or, for a period of one year (12 months) after the GA date of the following major release (whichever is longer), provided Licensee has paid the applicable Maintenance Services Fees. Error corrections released as part of a Minor Release shall have a Minor Release version for all actively supported Major Releases as of the release date for such Minor Release.

In the event that Maintenance Services for a release would normally expire and no later release has been made generally available, support for the old release will be extended until such a time as a new release is made generally available.

In the event that Maintenance Services for a release would normally expire and no further releases are planned, a product may be classified as at the end of its product lifecycle (“end-of-life”). The decision to “end-of-life” any product will be announced to customers at least twelve (12) months ahead of the date that support for all releases of any Product will no longer be available.