

Wise Systems Master Hosted Services Agreement

1. DEFINITIONS.

“**Customer Data**” means all electronic data or information submitted by Customer or its Users to the Service.

“**Data**” means Customer Data and Data Output.

“**Documentation**” means the user and technical documentation, as updated from time to time.

“**Order**” means the ordering documents, including but not limited to a Customer purchase order, Order Form, Statement of Work or accepted quotations, representing the purchase of the Service and any Professional Services agreed to between the parties in writing from time to time and that specify, among other things, the Service ordered, any restrictions on the use of the Service, and the applicable fees. Such Orders shall be deemed incorporated into and a part of this Agreement.

“**Professional Services**” means training or other professional services identified in an Order or Statement of Work.

“**Service**” means the online, web-based Software service described in the Order Form.

“**Software**” means Company’s software application and third-party products included therein provided by Company to the Customer through the Service.

“**Statement of Work**” a mutually executed document describing the Professional Services provided by Company to Customer and such other terms and conditions mutually agreed by the parties.

“**Users**” means Customer’s employees, consultants, contractors or agents who are authorized to use the Software.

“**Effective Date**” is the date the Order is mutually executed between the Company and the Customer.

2. SERVICE.

2.1. Provision of Service. Company shall make the Service available to Customer pursuant to the terms and conditions set forth in this Agreement. Only permitted Users may use the Service. The Service as specified in an Order shall commence upon provision of access to the Software to Company or fifteen (15) days following the Effective Date of this Agreement, whichever occurs first, or upon such other date as specified in an Order.

2.2. Limitations. In addition to the terms set forth elsewhere in this Agreement, Customer’s use of the Service is specifically subject to the following: (a) the Service shall be used only by Users for the internal business purpose of Customer, including for any unincorporated divisions and majority owned subsidiaries of Customer, but excluding processing the data of or for any other third parties, with the exception of data for Customer’s clients, if any; (b) Customer may copy the Documentation to the extent necessary for Customer to exercise its rights hereunder. Customer shall reproduce all copyright, trademark or other proprietary rights notices on any copies of the Documentation and all such copies shall be subject to the terms, conditions and obligations under this Agreement; (c) Customer shall not reverse engineer, reverse assemble, decompile, or disassemble the Software; (d) Customer shall not modify, distribute, translate, or create derivative works based on the Software; (e) Customer shall not remove, alter, cover or distort any copyright, trademark or other proprietary rights notices on the Software or the Service; (f) the Software and the Service may not be sub-licensed, distributed, leased, rented, offered under timesharing or application services providers’ agreements or otherwise transferred to other third parties by the Customer; (g) Customer may not use the third

party software provided with the Software independent from its use of the Software and the Service; and (h) Customer shall comply with Company’s acceptable use policy for the Service.

2.3. Customer Data. Customer grants Company the right to collect, transmit, store, use, disclose, and otherwise process Customer Data to provide the Services and Professional Services to Customer.

2.4. Customer Responsibilities. Customer acknowledges and agrees that it will be solely responsible for the accuracy, adequacy, quality, and legality of Customer Data and any output generated in connection with any Customer Data (“**Data Output**”), the means by which Customer acquired Customer Data, and Customer’s use and other processing of Customer Data and Data Output. Any reliance on Customer Data and Data Output is the sole responsibility of Customer.

2.5. Aggregated Data. Customer acknowledges and agrees that Company may collect, create, transmit, store, use, disclose, and otherwise process aggregated and/or deidentified data generated or derived from Customer Data or the use of the Services or Professional Services (“**Aggregated Data**”) for Company’s business purposes. All Aggregated Data will be in an aggregated or deidentified form only and will not identify Customer.

2.6. Company Responsibilities. Company shall: (i) provide support consisting of telephone help desk or online support to the Customer’s designated support contacts as set forth in Company’s Customer Support Service guidelines, attached hereto as Exhibit B; and (ii) use commercially reasonable efforts to make the Service generally available 24 hours a day, 7 days a week except for: (a) planned downtime which may include weekly maintenance every Friday between the hours of 11:00p.m. EST and 2:00a.m. EST, and Sunday between the hours of 3:00p.m. EST to 6:00p.m. EST, (b) emergency maintenance if deemed necessary and (c) down time caused by an event of Force Majeure. Without limiting the foregoing, Company is not responsible for acts or omissions of Customer’s employees, agents, contractors or representatives that result in failure of, or disruption to the Service.

3. TERM AND TERMINATION.

3.1. Term of Agreement. This Agreement will commence upon the Effective Date and will continue for so long as the Service is being provided pursuant to any Order or renewal thereof.

3.2. Renewal Terms. Unless otherwise mutually agreed to in an Order, this agreement will automatically renew for successive one-year terms unless terminated thirty days prior to the end of the term. The renewal term will start the sooner of 12.5 months from the execution of the Order or upon the anniversary of initial solution deployment. Subscription fees will automatically increase annually by CPI less food and energy.

3.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon thirty (30) days written notice of a material breach to the other party, provided such breach remains uncured at the expiration of the notice period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Company may terminate the Agreement for cause: (i) upon thirty (30) days written notice of failure to pay for the Service, provided such breach remains uncured at the expiration of the notice period; (ii) automatically upon breach of Sections 2.1, 2.2, 4.1 or 5 (as regards the Software); or (iii) if the Customer becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

3.4. **Obligations upon Termination.** Upon termination of the Agreement, Customer shall cease all use of the Service. Upon termination of the Agreement, each party shall immediately return all Confidential Information and other proprietary information of the other party in its possession to the other party, and the parties shall use their best efforts to facilitate a termination that will not result in a disruption to the business operations of the Customer or the Company.

3.5. **Outstanding Fees.** Termination of this Agreement shall not relieve Customer of the obligation to pay any fees accrued or payable to Company prior to the effective date of termination.

3.6. **Destruction of Customer Data.** Within sixty (60) days of the effective date of termination of this Agreement, Company may delete the Customer instance, no longer perform backup activities on the instance, and remove all backups of such Customer Data. During such period until the Customer instance is deleted, Company agrees to provide Customer with reasonable access to its Customer Data.

4. OWNERSHIP.

4.1. **Intellectual Property.** Title to and ownership of all intellectual property rights including, without limitation, any patent, trademark, copyright or intellectual or industrial property right, relating to the Service shall at all times remain with Company or its licensors. Customer expressly acknowledges that it does not have and shall not, by virtue of this Agreement, acquire any title or proprietary rights whatsoever of any kind in or over the Service or any adaptation, modification, derivation, addition or extension to the Service, whether made by Company or Customer, and that Customer's sole right to the Service is as set forth in this Agreement. This Agreement does not authorize Customer to use Company's name or any of its trademarks or those of its suppliers and/or licensors in any manner whatsoever, without Company's prior written approval.

5. CONFIDENTIAL/PROPRIETARY INFORMATION.

5.1. **Restrictions.** The parties acknowledge that, in the course of their dealings, each party may acquire Confidential Information (as defined in Section 5.2 below) of the other party. Neither party shall use or disclose any Confidential Information of the other party except as permitted by or in furtherance of the purposes of this Agreement. Confidential Information of a party will be maintained under secure conditions by the other party using reasonable security measures and in any event not less than the same security measures used by the receiving party for the protection of its own Confidential Information of a similar kind. Any Customer employees or agents having access to the Software shall be made aware of and are subject to the terms and conditions set forth herein.

5.2. **Definition of Confidential/Proprietary Information.** As used herein, "Confidential Information" means trade secrets, the Software and other non-public information of or concerning such party or its business, products, or services. Aggregated Data shall be the Confidential Information of Company. Information will be considered to be Confidential Information if it (a) is marked as confidential, proprietary, or the equivalent, (b) is identified by the disclosing party as confidential or proprietary before, during, or promptly after the presentation, communication, or other disclosure thereof, or (c) reasonably should be understood to be confidential or proprietary based on the circumstances surrounding disclosure and/or the manner such information is treated in the industry. Notwithstanding the foregoing, with the exception of Aggregated Data, information shall not be considered to be Confidential Information to the extent that it (i) is already known to the receiving party on a non-confidential basis at the time it is first obtained from the disclosing party, (ii) is or becomes publicly known through no wrongful act of the receiving party, (iii) is rightfully received by the receiving party from a third party without restriction on use or disclosure, or (iv) was independently developed by the receiving

party without the use of any Confidential Information of the disclosing party.

5.3. **Compelled Disclosure.** If the receiving party is compelled by law to disclose Confidential Information of the disclosing party, it shall provide the disclosing party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at disclosing party's cost, if the disclosing party wishes to contest the disclosure.

5.4. **Remedies.** If the receiving party discloses or uses (or threatens to disclose or use) any Confidential Information of the disclosing party in breach of this Section 5, the disclosing party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

6. FEES AND PAYMENT.

6.1. **Fees.** The fees for the Service and the Professional Services are set forth in the Order Form. Customer shall pay all fees specified in all executed Orders hereunder plus all applicable taxes, duties, custom charges and shipping charges. Except as otherwise provided in an Order Form, fees are based on subscriptions or services purchased and not based on actual usage, subscriptions cannot be cancelled or quantities reduced during the relevant term, and fees paid are non-refundable. All amounts payable to Company under this Agreement are stated and shall be paid in U.S. dollars.

6.2. **Payment.** Unless otherwise mutually agreed to in an Order, all fees are due net thirty (30) days from the invoice date. Fees for the Service will be invoiced annually in advance unless otherwise specified in the relevant Order. Any agreement for monthly invoices will require Customer to issue ACH payments to the Company or provide credit card credentials by which payments will be automatically paid. Any fees for such transactions will be paid by the Customer. If Customer reasonably and in good faith disputes all or any portion of any invoice, Customer shall notify Company in writing of its objection within ten (10) days from the date of Customer's receipt of the invoice, provide a detailed description of the reasons for the objection, and pay the portion of the invoice which is not in dispute. Any undisputed amounts not paid within the period set forth above shall bear interest at a rate equal to the lower of twelve percent (12%) per annum or the maximum rate of interest allowable under applicable law. All costs incurred for outside collection and related bank charges shall be paid by Customer. Customer shall pay any sales, use or other taxes of any nature, assessed upon or with respect to the Service and Professional Services which are imposed by any entity, but excluding taxes based on Company's net income. If Company determines subsequent to original invoicing that additional taxes should have been charged, then Customer shall remit such taxes to Company within thirty (30) days of presentation of a valid invoice for such taxes to the extent that such taxes were not self-assessed as use tax by Customer.

6.3. **Suspension.** If Customer's account is thirty (30) days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, Company reserves the right upon ten (10) days prior written notice to Customer, to suspend the provision of any Service or Professional Services, without liability to the Customer, until Customer pays all overdue amounts in full. Suspension shall not relieve Customer of its obligation to pay the entirety of the fees due.

7. LIMITED WARRANTY.

7.1. **Authority and Performance.** Each party represents and warrants that (i) it has the legal right and authority to enter into this Agreement and perform its obligations under this Agreement, (ii) has secured and will maintain during the term of this Agreement the right and authority to

grant the rights granted by it under this Agreement, and (iii) the performance of its obligations and use of the Services (by Customer and its Users) will not violate any applicable laws, regulations, or cause a breach of any agreements with any third parties.

7.2. Service Warranty. Company represents and warrants that the Service will perform substantially in accordance with the Documentation under normal use and circumstances. In the event of any breach of the warranty set forth in this Section which is so reported by Customer to Company in writing, Company's sole and exclusive responsibility, and Customer's sole and exclusive remedy, shall be for Company to correct any reported failure causing a breach of this warranty, however, that IF WITHIN A COMMERCIALY REASONABLE PERIOD, COMPANY FAILS TO CORRECT SUCH DEFECTS THEN CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO RECEIVE A REFUND OF THE PREPAID PORTION OF THE FEES PAID FOR THE UNUSED PORTION OF THE TERM OF THE SERVICE.

7.3. Professional Services Warranty. Company represents and warrants that the Professional Services will be performed in accordance with industry standards. In the event of any breach of the warranty set forth in this Section which is so reported by Customer to Company in writing within thirty days of the performance of such Professional Services, Company's sole and exclusive responsibility, and Customer's sole and exclusive remedy, shall be for Company to correct any reported failure causing a breach of this warranty, however, that IF WITHIN A COMMERCIALY REASONABLE PERIOD, COMPANY FAILS TO CORRECT SUCH DEFECTS THEN CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO RECEIVE A REFUND OF THE FEES PAID BY THE CUSTOMER FOR THE PORTION OF THE PROFESSIONAL SERVICES WHICH ARE NON-CONFORMING.

7.4. Disclaimer of All Other Warranties. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND COMPANY AND ITS LICENSORS DISCLAIM, ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SOFTWARE, THE DATA, AND THE SERVICES AND PROFESSIONAL SERVICES, WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT COMPANY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), OR NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY.

8.1. Direct Damages. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY AND COMPANY'S LICENSORS FOR ANY BREACH OR DEFAULT UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY BREACH OF ANY WARRANTY GIVEN BY COMPANY UNDER THIS AGREEMENT) SHALL BE LIMITED TO THE AMOUNT OF SUCH PARTY'S DIRECT DAMAGES RESULTING FROM SUCH BREACH OR DEFAULT, NOT TO EXCEED THE AMOUNTS PAID OR PAYABLE TO COMPANY BY CUSTOMER WITH RESPECT TO THE SOFTWARE OR THE SERVICE OR PROFESSIONAL SERVICES GIVING RISE TO SUCH BREACH OR DEFAULT WITHIN THE LAST TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE.

8.2. Indirect Damages. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY AND COMPANY'S LICENSORS HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFITS OR FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS) ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR THE OPERATION OR USE OF THE SOFTWARE OR THE SERVICE OR THE PROFESSIONAL SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

8.3. Limitation of Action. Except for actions for nonpayment of fees hereunder, no action (regardless of form) arising out of this Agreement may be commenced by either party more than two (2) years after the cause of action has accrued.

9. INDEMNIFICATION.

9.1. Indemnification by Company. Subject to the provisions of Section 9.2, Company shall defend Customer against any claim, suit, action or proceeding (each, an "Action") brought against Customer by a third party to the extent that the Action is based upon a claim that the Software infringes any United States copyright or United States patent, and Company will indemnify and hold Customer harmless from damages, losses and liabilities finally awarded against Customer in any such Action that are specifically attributable to such claim or those which are agreed to in a monetary settlement of such Action made by Company. If the Software becomes, or in Company's opinion is likely to become, the subject of an infringement or misappropriation claim, Company may, at its option and expense, either: (i) procure for Customer the right to continue using the Software, (ii) replace or modify the Software so that it becomes non-infringing (provided any such replacement or modification does not materially degrade the Software's functionality), or (iii) if (i) or (ii) are not commercially practicable despite Company using commercially reasonable efforts, terminate this Agreement and provide Customer with a pro-rata refund of any fees paid under this Agreement for the remainder of any term for which the Service will not be provided following such termination. Notwithstanding the foregoing, Company will have no obligation with respect to any Action if the Software is being used not in accordance with this Agreement or not in accordance with the Documentation, or has been modified by Customer or any third party. Company's obligations under this Section 9.1 shall constitute its only obligations in the event that any claim or action is brought against Customer alleging that the Software infringes, misappropriates, or otherwise violates the rights of any third party.

9.2. Customer Indemnification. Customer shall indemnify, defend and hold Company harmless from and against any claims, damages, losses, liabilities, costs and expenses arising from the Customer Data, including the right of the Customer to provide such Customer Data to Company.

9.3. Notification and Cooperation. The obligations under this Section 9 are conditioned on: (a) the indemnified party notifying the indemnifying party promptly in writing of the commencement of any action or claim, (b) the indemnified party giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, and (c) the indemnified party cooperating with the indemnifying party in such defense.

10. SERVICES.

11.1 Professional Services. From time to time during the term of this Agreement, Company may perform Professional Services as described in a separately executed and delivered Statement of Work. Each Statement of Work shall be governed by the terms and conditions contained

herein. In the event of a conflict between the terms and conditions contained in this Agreement and the terms set forth in the Statement of Work, the terms in the Statement of Work shall prevail.

11. GENERAL.

11.1. Miscellaneous. Any provision of this Agreement, other than the provisions regarding payment obligations, that is held to be invalid, illegal or unenforceable by a court of competent jurisdiction shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect. No failure or delay by either party to exercise any right or remedy specified herein shall be construed as a current or future waiver of such remedy or right, unless said waiver is in writing signed by a duly authorized representative of the party issuing such waiver.

11.2. Surviving Provisions. The following provisions of this Agreement shall survive any termination or expiration hereof: Sections 2.3, 2.4, 2.5, 3.3, 3.4, 3.5, 4, 5, 6, 7.4, 8, 9, and 11.

11.3. Assignment. This Agreement is binding upon the parties' respective representatives, successors, and assigns; provided, however, neither party shall assign this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, either party shall upon notice to the other party be permitted to assign this Agreement in the event of change of control, corporate reorganization, merger, acquisition or, divestiture of all or substantially all of such party's assets.

11.4. Notices. Any written notice required to be given to a party under this Agreement shall be given by personal delivery to such party, or mailed by registered or certified mail, return receipt requested, postage prepaid, or shipped by a nationally-recognized overnight carrier, shipping prepaid, to such party at such party's address set forth at the beginning of this Agreement.

11.5. Governing Law and Jurisdiction. This Agreement will be interpreted and construed in accordance with the laws of the State of Delaware, exclusive of its rules governing conflict of laws and choice of laws. The parties consent to the exclusive jurisdiction of the state or federal courts of the State of Delaware for the enforcement of any arbitration award issued pursuant to Section 11.6 of this Agreement or for any party attempting to pursue a claim in equity.

11.6. Mediation and Arbitration. Any dispute arising under this Agreement shall be resolved using a mediation – arbitration approach. The parties agree to select a neutral third-party to help mediate any dispute that arises in the interpretation or enforcement of the terms and conditions of this Agreement and the fees associated with the mediation shall be shared equally by the parties. The mediation shall be convened within thirty (30) business days of the matter first being discussed and shall conclude within forty-five (45) business days of the matter first being discussed. Either party may terminate the mediation at any time after the first session by written notice to the non-terminating party and mediator. The costs of the mediation shall be shared equally by the parties. If the mediation is unsuccessful, the parties agree that the dispute shall be decided by a single arbitrator by binding arbitration in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon the parties and may be enforceable by any court of competent jurisdiction, subject to the conditions of Section 11.5 of this Agreement. Each of the parties shall be responsible for their own legal fees associated with any dispute resolution process. The foregoing shall not, however, restrict either party's right to apply to the courts of any relevant jurisdiction for injunctive relief.

11.7. Force Majeure. Except for the obligation to make payments, neither party shall be liable for delays or breaches in its performance under this Agreement due to causes beyond its reasonable control, such as acts of vendors, acts of god, acts or omissions of civil or military authority, government priorities, fire, earthquakes, strikes or other labor problems, floods, epidemics, quarantine restrictions, riots, war, acts of terror, computer or telecommunications failures, network intrusions or denial of service attacks and delays of transportation ("Force Majeure").

11.8. Export. This Agreement is subject to all United States government laws, regulations, orders or other restrictions regarding export from the United States of services, commodities, software, technology or derivatives thereof, as such laws, regulations, orders, or other restrictions may be enacted, amended or modified from time to time. Notwithstanding anything to the contrary in this Agreement, Customer will not directly or indirectly, separately or as part of a system, export or re-export any Company services, commodity, software, technology or derivatives thereof or permit the shipment of same without: (i) the express written consent of Company and (ii) obtaining, at Customer's sole expense, any required prior authorization from the United States Department of Commerce or other applicable authority as may be required by law. Each party will reasonably cooperate with the other and will provide to the other promptly upon request any end-user certificates, affidavits regarding reexport or other certificates or documents as are reasonably requested to obtain approvals, consents, licenses and/or permits required for any payment or any export or import of products or services under this Agreement. The provisions of this Section will survive the expiration or termination of this Agreement for any reason.

11.9. Co-Marketing. During the Term, Company may use Customer's name and/or logo on the portion of Company website dedicated to identifying customers of Company, for the purpose of advertising and marketing the Software and Service, provided that no quotes or other attributions will be made without Customer's prior written consent. Company and Customer may publicly refer to the other party as a service provider and customer, respectively. Customer may revoke the Company's use of its name and/or logo on Company's website upon written notification at any time during the Term.

11.10. Entire Agreement. This Agreement, including all schedules and addenda hereto, along with all Orders executed hereunder, constitutes the entire agreement between the parties as to its subject matter, and supersedes all previous and contemporaneous agreements, proposals or representations, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Any modification of the provisions of this Agreement will be effective only if in writing and signed by the party against whom it is to be enforced. If any of the terms or conditions of this Agreement conflict with any of the terms or conditions of any Orders, then, unless otherwise provided herein, the terms and conditions of such Order will control. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

11.11. Counterparts. This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

**Master Hosted Services Agreement
Exhibit B**

Customer Support Service Guidelines

1. **SUPPORT.** Company will use all commercially reasonable efforts to provide to the Customer the following support:

1.1.**Phone and Email Support.** Company will provide support via email and telephone, according to the Error Remediation Process set forth in Section 2 below, between 8:00 a.m. and 6:00 p.m. Eastern Time, Monday through Friday, exclusive of Company holidays (“Support Hours”). For concerns that are categorized as Severity 1 Production outages, which occur outside of the Support Hours, a twenty-four (24) hour, seven day a week hotline will be provided for the Customer to submit the Error to Company.

1.2.**Standard Support.** Support will be provided via email and phone during Support Hours.

1.3.**Additional Support.** Any additional support-related assistance provided to the Customer by Company, beyond email and phone support, will be provided at Company’s then-current rates. This includes custom programming, data conversion and consulting.

1.4.**Named Contacts.**

1.4.1. Named Contacts means Customer will appoint up to two (2) Named Contacts that are knowledgeable and certified on the Service as the sole contacts with Company for purposes of receiving support.

1.4.2. Customer may change such Named Contacts from time to time with at least three (3) days prior written notice to Company.

1.4.3. All support will be conducted in English and only through the Named Contacts.

1.4.4. Company is not required to provide support to, or otherwise communicate with, any person other than the Named Contacts.

1.4.5. Customer acknowledges that all Customer authorized users should direct inquiries to the Named Contacts.

1.5. **Additional Definitions.**

1.5.1. Error Correction means either a modification or addition that, when made or added to the Service, brings the Service into conformity with its Documentation in all material respects or a procedure or routine that, when observed in the regular operation of the Service, avoids the practical adverse effect of such nonconformity.

1.5.2. Upgrades means any new Service releases, improvements, modifications, enhancements, updates, fixes and additions to the Service that Company markets or makes available to its customers from time-to-time to correct deficiencies and/or to improve or extend the capabilities of the Service.

2. **ERROR REMEDIATION PROCESS.**

2.1.**Duty of Remediate.** Upon notice from Customer of a Severity 1 or 2 Error (as defined below), Company will assign a support analyst to such problems (a “Support Analyst”). The Support Analyst will serve as Company’s primary contact for the Named Contacts for such Errors and will be responsible for the remediation of such Errors as set forth in the “Errors Remediation Process.” Company will use commercially reasonable efforts, to remedy any reproducible Severity 1 or 2 Errors in the Service reported by Customer.

2.2.**Errors.** The Severity Levels are set forth below.

2.2.1. **Severity Levels.**

2.2.1.1. Severity Level 1. A “Severity Level 1” Error occurs if the Company Service materially fails to conform to the functional specifications set forth in the Documentation and Customer is unable to proceed without a fix to the Error or a work-around solution provided by Company, and such Error is having demonstrable impact on the Customer operations due to the Error. All such Severity 1 Errors will be assigned to a Support Analyst. Company will use its commercially reasonable efforts to initially respond to the Customer within four (4) hours of receipt of notice of the Severity 1 Error by Company. This response will inform the Customer of the identity of Company personnel assigned, current status and findings of Error, and of the plan to seek resolution. Company will in addition provide daily status updates to Severity 1 concerns.

2.2.1.2. Severity Level 2. A “Severity Level 2” Error occurs if the Service contains major functional failures to conform with the Documentation, which Customer is able to work around but the Service can only be used to a limited degree (partial or limited functionality). Company will use its commercially reasonable efforts to initially respond to Customer within eight (8) hours of receipt of the notice of the Severity 2 Error by Company. This response will inform Customer of the identity of Company personnel assigned to remedy the Error and of the plan to seek resolution. Company will provide Customer with daily status updates on the progress of remedying the Error.

2.2.1.3. Severity Level 3. A “Severity Level 3” Error occurs if the Service contains incorrect logic, incorrect descriptions, or functional problems which Customer is able to work around, or where a temporary correction has been implemented (fully functional but needs improvement). Company will use its commercially reasonable efforts to initially respond to Customer within two (2) business days of the receipt of the notice of the Severity Level 3 Error.

2.2.1.4. **Severity Level 4.** A “Severity Level 4” Error occurs if the Service contains cosmetic minor flaws or if Customer has a suggestion for an enhancement to the Service in which there is little or no impact Customer’s use of the software in accordance with its intended design. Customer will report any Severity Level 4 Errors to Company via a support ticket. Company will, at its discretion, add Severity Level 4 Errors to its development plan, but there is no guarantee when, if ever, such changes will be made to the Service.

2.3 Response and Resolution targets (during 9am to 5pm ET)

Severity	Target Response	Target Resolution	Solution (1 or more of the following)
1	4 Hours	Within 1 Business Day	- Satisfactory workaround is provided. - Program patch is provided. - Fix incorporated into future release. - Fix or workaround incorporated into the Service
2	8 Hours	Within 10 Business Days	- Satisfactory workaround is provided. - Service patch is provided. - Fix incorporated into a future release. - Fix or workaround incorporated into the Service
3	2 Business Days	Within 15 Business Days	- Answer to question is provided. - Satisfactory workaround is provided. - Fix or workaround incorporated into the Service - Fix incorporated into future release.
4	3 Business Days	Within 30 Business Days	- Answer to question is provided. - Fix or workaround incorporated into the Service

documentation; (b) accident, negligence or misuse of the Service; or (c) alterations or modifications to the Service by anyone other than Company.

5. **CUSTOMER’S RESPONSIBILITIES.** Customer will provide Company with full, good faith cooperation and such information as may be required by Company in order to perform the support services contemplated herein, and Customer will provide Company with: (1) specific detailed information concerning Customer’s and authorized users’ use of the Service as maybe required for the performance of the support services; and (2) all necessary computer services information and access to key personnel needed to provide the support services. If Customer fails or delays in its performance of any of the foregoing responsibilities, Company will be relieved of its obligations hereunder to extent such obligations are dependent upon such performance.

3. UPGRADES.

3.1. Customer is entitled to receive free Upgrades of the Service when and if Company makes them available to its other customers using the Service. Installation of Upgrades shall be free unless the Customer software installation contains non-standard customizations.

4. **EXCLUSION FROM SUPPORT.** Company is not required to provide any Support relating to problems arising out of: (a) use of the Service in a manner not specified in this Agreement or the