

**Carahsoft Rider to Manufacturer Commercial Supplier Agreements  
(for U.S. Government End Users)  
Revised 20161213**

- 1. Scope.** This Carahsoft Rider and the Manufacturer's Commercial Supplier Agreement (CSA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").
  
- 2. Applicability.** The terms and conditions in the attached Manufacturer's CSA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a) (1) (B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's Multiple Award Schedule Contract, GS-35F-0119Y, including, but not limited to the following:
  - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", defined as an entity authorized to order under Government contracts as set forth in General Services Administration Order OGP 4800.2I, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.
  
  - (b) Changes to Work and Delays.** Subject to General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of the GSAR and the FAR provisions shall take precedence.
  
  - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

- (d) Audit.** During the term of this CSA: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this CSA. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this CSA.
- (e) Termination.** Clauses in the Manufacturer's CSA referencing suspension, termination or cancellation of the Manufacturer's CSA, the License, or the Customer's Account are hereby deemed to be deleted. Termination, suspension or cancellation shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:
- Carahsoft may request cancellation or termination of the CSA on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section (q) below or if such remedy is otherwise ordered by a United States Federal Court.
- (f) Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider and the CSA will be governed by and construed in accordance with the laws of the United States. All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) Force Majeure.** Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.
- (h) Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA are hereby deemed to be deleted.
- (i) Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

- (j) **Customer Indemnities.** All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All of the Manufacturer's CSA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) **Future Fees or Penalties.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- (n) **Taxes.** Taxes are subject to GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w) (1) (x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer's CSA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w) (1) (iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

**(r) Limitation of Liability: Subject to the following:**

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

**(s) Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

**(t) Public Access to Information.** Manufacturer agrees that the CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA and this Rider will be available to the public.

**(u) Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).

## **TERMS AND CONDITIONS FOR END-USER AGREEMENT**

This End-User Agreement (“**Agreement**”) is made and effective as of the date of the Order (the “**Effective Date**”), by and between Carahsoft Technology Corporation, a Maryland corporation, principally located at 1860 Michael Faraday Drive, Suite 100, Reston VA, 20190 (“**Carahsoft**”), and the **United States federal, state or local government entity named in the Order** (“**Customer**”).

WHEREAS, Carahsoft is a reseller of licenses and support services for computer software developed and owned by Basis Technology Corporation (“**Basis**”);

WHEREAS, Customer desires to license one or more Basis software modules as outlined in this Agreement;

WHEREAS, Carahsoft is willing to sell and pass through to Customer a limited license to use the Software provided that Basis’s rights in its technology are not compromised by Customer’s commitments under the Program (as defined below);

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, Basis and Customer agree as follows:

### **1. DEFINITIONS.**

As used in this Agreement, the following terms shall have their assigned definitions:

1.1. “**Basis Software**” or “**Software**” shall mean general purpose Basis computer software in binary form and associated documentation and help files included within or provided with the Basis Software (the “**Documentation**”) for which Customer is granted a license pursuant to this Agreement.

1.2. “**Confidential Information**” includes, without limitation, all materials identified in Exhibit A information in tangible or intangible form relating to and/or including released or unreleased software or hardware products, the marketing or promotional plans for any Basis product, the particular structure, configuration, arrangement, and interplay of any third party software utilized by or in the Basis Software, Carahsoft’s business information, plans, policies or practices, and information received from others that Carahsoft is obligated to treat as confidential. Notwithstanding the foregoing description of Confidential Information, all Confidential Information of a tangible form (written or electronic) must be marked or disclosed with an appropriate restrictive legend at the time of disclosure and all Confidential Information conveyed orally must be identified as such at the time of disclosure and confirmed in writing within thirty (30) calendar days after disclosure, in order to be considered Confidential Information under this Agreement. Confidential Information shall not include any information, however designated, that: (i) is or subsequently becomes publicly available without Customer’s breach of any obligation owed Carahsoft

and/or Basis; (ii) became known to Customer prior to Carahsoft's disclosure of such information to Customer pursuant to the terms of this Agreement; (iii) became known to Customer from a source other than Carahsoft and/or Basis without any obligation of confidentiality and without a breach of such source's obligations of confidentiality; or (iv) can be demonstrated through corroborating documentation to have been independently developed by Customer.

1.3. "**Order**" shall mean the Customer's or Carahsoft's standard form for ordering Software licenses and Support Services, which shall include at least the following information: (i) the specific Basis Software being licensed; (ii) the Customer program and government contract number for which the Software is licensed ("Program"); (iii) the supported platform(s); (iv) the license and support services terms; (v) the Fees and payment terms; and (vi) additional specific license terms and restrictions. Executed Orders will be added as additional exhibits to the Agreement (starting with Exhibit C-1).

1.4 "**Support Services**" shall mean support and maintenance services for Software provided by Basis in accordance with terms and conditions outlined in Exhibit B.

## **2. LICENSE GRANT AND RESTRICTIONS.**

2.1. **License Grant.** Basis Software is commercial computer software and Carahsoft hereby passes through to Customer and to no other person, group, entity, or agency, a non-exclusive, non-transferable license to install, load and use those modules of Basis Software listed in the appropriate Order, strictly and solely for purposes of performing the Program and for the specific license term period outlined therein. This license does not extend to Customer's other projects, contracts, departments, agencies or instrumentalities within the United States Government and does not extend to purposes or installations other than those required in this procurement.

2.2. **General Restrictions.** Customer may not (a) sublicense or redistribute the Software or otherwise loan, rent, lease, sell, give, transfer, publish, disclose, display or otherwise make available the Software, in whole or in part, by itself or as incorporated in other software or solutions, to any third party (including, but not limited to any third party branded portals or providers of hosted services), unless otherwise expressly stated in an applicable Order; or (b) remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or restrictive legend appearing on the Software or Documentation or any third party modules of Software associated with it. To the extent that Customer allows employees, agents, and other contractors access to or use of the Software, in accordance with the license rights granted herein, Customer must require that all such employees, agents, and contractors comply with the restrictions in this Agreement and Customer shall be liable for breaches caused by such employees, agents, and other contractors.

2.3 **Government Rights.** The Software is commercial computer software as specified in FAR 27.405-3(a), FAR 52.227-14, FAR 52.227-19, DFAR 252.227-7014, DFAR 227.7202-1 and 7202-3, and any other data rights provisions, as may be

applicable. As such, use, duplication, and disclosure of the Software by U.S. Government end-users is subject to the restrictions in this Agreement. The Contractor/manufacturer is Basis Technology Corporation located at One Alewife Center, Cambridge, MA 02140, USA.

2.4 **Third Party Components.** The Software contains third party owned components, some of which are subject to open source licenses. Except as permitted by any applicable open source licenses, Customer shall not use, or permit others to use, such third party owned components apart from the Software. Customer's license rights with respect to components subject to open source licenses are defined by the terms of such licenses; nothing in this Agreement is intended to alter, enlarge, or restrict Customer's rights or obligations under the applicable open source licenses with respect to such open source code.

2.5 **Acceptance of Software.** All Software provided under this Agreement shall be accepted in accordance with General Services Administration Acquisition Regulation (GSAR) 552.212-4(a) Inspection/Acceptance.

### 3. **TERM AND TERMINATION.**

3.1. **Term.** This Agreement shall remain in full force and effect until the last day of the latest license term granted in any valid Order under this Agreement, (the "Term") unless terminated earlier as provided in Section 3.2 below.

3.2. **Termination.** Carahsoft may terminate this Agreement and/or any license granted in an Order immediately upon material breach of the Agreement by Customer, such right exercisable by a written notice to Customer specifying the date of termination.

### 4. **RETURN OF SOFTWARE.**

Upon expiration of the license term (as provided in an applicable Order) or termination of the Agreement in accordance with Section 3, Customer shall immediately cease using the applicable Software and immediately remove all copies of the Software from any and all Customer hardware and software, and certify to Carahsoft within one (1) week after termination that Customer has destroyed or returned to Carahsoft all copies of the Software.

### 5. **SUPPORT SERVICES.**

If Customer has purchased Support Services as indicated in an applicable Order, Carahsoft shall cause Basis to provide Support Services to Customer in accordance with the terms and conditions outlined in Exhibit C of this Agreement.

### 6. **OWNERSHIP.**

Basis, or its licensors, has and shall have sole and exclusive ownership of all right, title, and interest in and to the Software, Documentation, and all portions and copies thereof. Customer acknowledges that Basis retains all rights in Basis's libraries, headers, and

other data, as well as Basis's software arrangement and overlays, and that no rights are conferred in these as a result of this Agreement. Customer acknowledges that Carahsoft and/or Basis may be irreparably harmed and shall be entitled to equitable relief, including preliminary and permanent injunctive relief, in addition to other legal remedies, in the event that Customer breaches the confidentiality provisions or license restrictions in this Agreement.

## **7. OBLIGATIONS REGARDING CONFIDENTIAL INFORMATION.**

7.1. **Duration.** Customer shall refrain from disclosing any Confidential Information of Carahsoft to third parties during the Term and for ten (10) years following expiration or termination of this Agreement, except as expressly provided in this Agreement.

7.2. **Security.** Customer shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information of Carahsoft.

7.3. **Distribution/Reverse Engineering.** Customer shall refrain from disclosing, reproducing, summarizing and/or distributing Confidential Information of Carahsoft except as otherwise provided hereunder. Customer is strictly prohibited from reverse engineering, decompiling, disassembling, modifying, or adapting the Software (except as otherwise permitted by applicable law to facilitate interoperability and only to the extent permitted) or creating derivative works based on the Software.

7.4. **Judicial Action.** Customer may disclose Confidential Information of Carahsoft in accordance with a judicial or other governmental order, provided that Customer either (i) gives Carahsoft reasonable notice prior to such disclosure to allow Carahsoft a reasonable opportunity to seek a protective order or equivalent, or (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation. Notwithstanding the foregoing, Customer shall not disclose any computer source code that contains Confidential Information of Basis in accordance with a judicial or other governmental order unless it complies with the requirement set forth in sub-section (i) of this Section.

7.5. **Employees.** Customer may disclose Confidential Information of Carahsoft only to Customer's employees and consultants on a need-to-know basis and only for purposes of exercising the rights granted herein, provided the provisions of this Agreement are complied with.

7.6. **Notification of Disclosure.** Customer shall notify Carahsoft immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Customer and its employees, consultants, or others, and will cooperate with Carahsoft and/or Basis in every reasonable way to



help Carahsoft and/or Basis regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

7.7. **Return or Destruction.** Customer shall, at Carahsoft's request, return all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and devices provided to Customer as Confidential Information, or at Carahsoft's option, certify destruction of the same (provided that Customer shall not be required to return or destroy the Software, including any copies thereof, except in the event of termination or expiration of this Agreement, as set forth in Section 4 above).

8. **MISCELLANEOUS.**

8.1.**Intellectual Property Rights.** All Confidential Information is and shall remain the property of Carahsoft and/or Basis. By disclosing Confidential Information to Customer, Carahsoft does not grant any express or implied right to Customer to or under any patents, copyrights, trademarks, or trade secret information unless expressly provided herein. Basis reserves without prejudice the ability to protect its rights under any such patents, copyrights, trademarks, or trade secrets except as otherwise provided herein. These rights and obligations shall survive termination of this Agreement.

8.2.**Survival of Terms.** The restrictions and obligations set forth in Sections 4 through 9 of this Agreement shall survive termination or expiration of this Agreement.

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## **EXHIBIT A**

### **Specifically Identified Confidential Information**

Carahsoft Confidential Information:

1. Basis Software
2. Basis Software Documentation

## EXHIBIT B

### SUPPORT SERVICES TERMS AND CONDITIONS

THESE SUPPORT SERVICES TERMS AND CONDITIONS ARE REFERENCED IN AND INCORPORATED INTO THE AGREEMENT BETWEEN CARAHSOFT AND CUSTOMER. CAPITALIZED TERMS HAVE THE SAME MEANING AS THEY DO IN THE AGREEMENT UNLESS DEFINED HEREIN.

During the Support Services Term designated in an applicable Order and thereafter for so long as Customer pays Support Services Fees (as referenced in Section 3), Carahsoft shall cause Basis to agree to provide the following Support Services to Customer:

#### 1. Definitions:

“**Enhancement**” means a technical or functional addition to the Software delivered with a new Software minor version release to improve functionality and/or operations.

“**Error**” means a Software malfunction where the Software is not operating as described in the Documentation.

“**Fix**” means the repair or replacement of source, object or executable code Software versions to remedy an Error.

“**Hot Fix**” means a bug fix which is accomplished by replacing one or more existing files (typically executable files) in the Software with revised versions rather than replacing all of the Software.

“**Major Version Release**” means a Software release in which the version number component to the left of the decimal point has been increased by one. A Major Version Release reflects a significant architectural change to the Software, as well as possible incompatible changes to the API.

“**Minor Version Release**” means a Software release in which the version number component to the right of the decimal point has been increased by one. A Minor Version Release reflects the introduction of Fixes and Enhancements which do not significantly change the architecture of the Software and which maintain API compatibility.

“**Platform**” means a single compiled object or runtime package for use on a specific set of hardware, operating system and compiler version runtime environment.

“**Update**” means all published revisions to the Documentation and one (1) copy of the new Software minor version release not designated by Basis as new products or functionality for which it charges separately.

“**Workaround**” means a change in the procedures followed or data supplied to avoid an Error without significantly impairing Basis's Software performance.

#### 2. Coverage:

##### Software support:

Basis provides Customer with Support Services for the Software via online or telephone support. Only designated Customer employees may contact Basis for the provision of Support Services, and promptly after the Effective Date, Customer shall designate one or more employees, by name, title and location, to Basis in writing (such designated employees, “**Customer Support Representatives**”). If any Customer Support Representative changes, Customer shall promptly notify Basis and at Customer's option, designate a replacement. Customer and Basis acknowledge that Basis shall not be liable for delays caused by Customer's

failure or delay in complying with the provisions of this paragraph.

Basis will support only the Platforms identified in the Agreement. Basis will support the currently generally available Major Version Release of the Software and the immediately preceding Major Version Release.

Customer only receives the Support Services explicitly described in this Exhibit C; the provision of any other support services (for example, communication with/troubleshooting of issues from an end-user/customer of Customer, debugging of Customer's software/applications, direct access/logging into Customer's software/applications) shall only be provided with mutual written agreement on terms.

All communications regarding Support Services shall be in English, unless otherwise expressly agreed upon by the parties.

**Software maintenance:**

Basis will periodically issue and make available to Customer the following technical and functional improvements to Software on a "when-and-if-available" basis: (1) Fixes to Errors; (2) Updates; (3) Enhancements; and (4) Minor Version Releases. Basis may, at its sole discretion, make available Major Version Releases to Customer.

**3. Customer Obligations:**

Provision by Basis of Support Services shall be contingent on Customer abiding by the following obligations:

a. Customer shall use commercially reasonable efforts to assist Basis in producing a test case in a Basis environment, or Customer shall provide documentation that clearly describes the errors; and

b. Customer shall use commercially reasonable efforts to respond to and communicate with the Basis support services team.

If Basis is unable to reproduce a test case (using commercially reasonable efforts), then Customer shall use commercially reasonable efforts to collaborate with Basis on a diagnosis, which may include Basis sending and Customer using experimental versions of the Software to assist in trouble-shooting and diagnosing the Error.

Any request for support regarding a Critical Level or Urgent Level Error (as such levels are defined below) to Basis shall include either (1) an e-mail with the subject line that includes language substantively similar to the following: "[CUSTOMER NAME] –Critical Error" [or] "Urgent Error" [as applicable]" or (2) a phone call to Basis (or other method of notification agreed to by the parties) where Customer has verbally conveyed that matter is either critical or urgent.

**4. Support Services Fees:**

Support Services Fees for any Order Supplement shall be described in such Order Supplement.

**5. Term and Termination:**

The term of Support Services for any Order Supplement shall be described in such Order Supplement.

If Customer fails to make payment pursuant to Section 3 or Customer breaches the Support Services provisions and such breach has not been cured within thirty (30) days of receipt of written notice of the breach, Basis may suspend or cancel Support Services.

#### 6. Exclusions:

Basis shall have no obligation to support:

- a. Substantially altered, damaged or modified Software;
- b. Errors caused by Customer negligence, hardware malfunction or other causes beyond Basis's control;
- c. Software installed on a Platform not specified in this Agreement; and
- d. Third party software not licensed through Basis.

#### 7. Software Support Communication and Delivery:

Basis provides online support via electronic mail, FTP servers and WWW services (“**Online Support**”). These three methods of online support are used to provide Customer with information relevant to Customer's use of the Software.

Software, Updates, Enhancements and Fixes may be delivered to Customer through Online Support, or by ordinary or priority mail from Basis on Customer's written request. Basis information delivered via Online Support is confidential and proprietary and shall only be used in connection with Customer's use of the Software and informational communications with other Online Support participants. Customer shall not use Online Support for advertising or public relations purposes and shall only submit information to Online Support that Customer owns or has permission to use in such manner.

Customer shall use a reliable virus detection system on any Software or information posted to Online Support, utilize back-up procedures, monitor access to Online Support, promptly notify Basis of any virus detected within Customer's systems associated with Online Support and generally exercise a reasonable degree of caution when utilizing information from Online Support. Basis does not warrant that Online Support services will operate without interruption or without errors. Basis reserves the right to modify Online Support services in connection with Basis's provision of Online Support services. Basis assumes no responsibility for anything posted by anyone other than Basis, including but not limited to, information about the Software, modification code, or portions thereof. Basis may, at its option, provide support over the telephone as required. Except for designated holidays, support hours shall be Monday through Friday, 10:00 am to 5:00 Boston time, but are subject to change at any time.

#### 8. Priority Level of Error:

Basis shall address Errors in accordance with the following protocols:

**Critical Level:** Software is inoperative or displays errors that have a critical business impact and loss of business or service, and no Workaround is available.

Basis promptly (1) designates Basis specialist(s) to correct Error; (2) provides expanded communication on correction status; and (3) escalates troubleshooting a Workaround, Hot Fix or Fix;

**Urgent Level:** Software, or Software with Workaround, displays errors that have significant business impact but does not cause loss of business or service.

Basis promptly (1) designates Basis specialist(s) to correct Error; (2) provides ongoing communication on correction status; and (3) initiates troubleshooting a Workaround, Hot Fix or Fix;

**Standard Level:** Software displays errors that have minimal business impact or minor loss of service.

Basis (1) assigns Basis specialist(s) to commence correction of Error; and (2) exercises all commercially reasonable efforts to include the Fix for Error in the next Update;

**Base Level:** Software displays errors that have minor business impact or Customer suggests a product improvement or enhancement.

Basis (1) assigns Error to case management and tracking; and (2) may include the Fix for Error in the next Update.

**9. Problem Resolution:**

Problem resolution will consist of either a temporary Workaround or permanent solution. Problem resolutions for Urgent and Critical Errors achieved using temporary Workarounds will usually be resolved with permanent solutions in the next scheduled release of the Software, unless otherwise agreed upon by Customer.

**10. Support Services Response Timeline**

Basis shall use commercially reasonable best efforts to attempt to resolve any Errors within the response times set forth below.

PROBLEM CATEGORY	Category: <b>Critical</b>	Category: <b>Urgent</b>	Category: <b>Standard or Base</b>
<b>Severity</b>	Software is inoperative or displays errors that have a critical business impact and loss of business or service, and no Workaround is available	Software, or Software with Workaround, displays errors that have significant business impact but does not cause loss of business or service.	Software displays errors that have minimal business impact or minor loss of service.
<b>Response Objectives</b>	4 hours during a Business Day respond by phone or email	1 Business Day respond by phone or email	3 Business Days respond by phone or email
<b>Status Reporting Objectives</b>	Daily	Daily	When scheduled for inclusion in software release
<b>Resolution Objective</b>	2 Business Days	5 Business Days	Next product release

<b>PROBLEM CATEGORY</b>	<b>Category: Critical</b>	<b>Category: Urgent</b>	<b>Category: Standard or Base</b>
<b>Resolution Deliverable</b>	Hot Fix or Workaround to be delivered to Customer	Hot Fix or Workaround to be delivered to Customer	Release date for Update release in which the error is solved
<b>Permanent Resolution Objective</b>	Next product release	Next product release	Next product release

*NOTE 1: Business Days are all calendar days except Saturdays, Sundays and the following US holidays:*

*New Year's Day and the first weekday after New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving and the day after Thanksgiving, and the week that includes Christmas Day.*