END-USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT ("EULA") FORMS A BINDING AGREEMENT ("AGREEMENT") BETWEEN YOU AND THE GSA MULTIPLE AWARD SCHEDULE (MAS) CONTRACTORWITH RESPECT TO YOUR USE OF THE APPBUS, INC ("AppBus") PRODUCTS.

FURTHER, YOU REPRESENT AND WARRANT THE PRODUCTS WILL BE USED ONLY IN ACCORDANCE WITH THESE TERMS OF THE AGREEMENT AND WITH ALL APPLICABLE LAWS. CUSTOMER IS A GOVERNMENT CUSTOMER (AGENCY) WHO, UNDER GSA SCHEDULE CONTRACTS, IS THE "ORDERING ACTIVITY," DEFINED AS AN "ENTITY AUTHORIZED TO ORDER UNDER GSA SCHEDULE CONTRACTS" AS DEFINED IN GSA ORDER, OGP 4800.2I AS SUCH ORDER MAY BE REVISED FROM TIME TO TIME. WHERE APPLICABLE, THIS AGREEMENT APPLIES TO ALL SOFTWARE PROVIDED BY AppBus, INCLUDING ANY EVALUATION LICENSE.

1. Grant of Rights

1.1 License; Copies. Subject to the terms and conditions of this Agreement, AppBus hereby grants to Customer a non-exclusive, non-transferable, license (without the right to grant sublicenses) to execute and use the object code version of AppBus' proprietary software products and any third party software licensed to AppBus and provided to Customer (the "Software," which includes any updates and upgrades thereof provided as part of AppBus' support and maintenance services), as specified in an order submitted by Customer, solely for Customer's own internal business operations, in accordance with the related documentation, and in accordance with the license term, scope and type of use set forth in an Order. Customer will keep documentation with the Software and not allow any unauthorized access to, copying of, or the creation of derivative works from, the documentation. "Software" shall not mean software subject to open source, General Public License or similar licensing terms.

1.2 Restrictions. Except as otherwise expressly provided in this Agreement (or where such restrictions are prohibited by law), Customer shall have no right, and Customer specifically agrees not to: (i) transfer, assign or sublicense its license rights to any other person; (ii) make error corrections or otherwise modify or adapt the Software or create derivative works based upon the Software, or to permit third parties to do so; (iii) rent, lease, loan or use the Software as a service bureau, as an application service provider, to perform consulting or training services for a third party or in any commercial time share arrangement; (iv) decompile, decrypt, reverse engineer, disassemble or otherwise reduce the Software to human-readable form to gain access to trade secrets or confidential information in the Software; (v) use the Software in contravention to any applicable laws or government regulations; or (vi) remove any product identification, trademark, copyright or other notices contained in or on the Software.

1.3 Ownership. AppBus and its suppliers reserve any and all rights, implied or otherwise, which are not expressly granted to Customer hereunder, and retain all rights, title and interest in and to the Software. Customer acknowledges and agrees that this Agreement in no way shall be construed to provide to Customer, or any third party, any express or implied license to use, copy or otherwise exploit the Software or any portion thereof, (including any intellectual property embodied therein) other than as specifically set forth in this Agreement. Without limiting the foregoing, Customer may not sublicense or otherwise distribute the Software or any portion thereof to any affiliate or any other third party.

1.4 Audit Rights. In the event the use of the Software exceeds that licensed by Customer, as set forth in the Order, Customer agrees to immediately notify the GSA MAS Contractor in writing. The GSA MAS Contractor or its designee may, upon thirty (30) days advance notice and at its expense, conduct an annual audit, during Customer's normal business hours, of Customer's use of the Software to verify compliance with this Agreement. Any such audit is contingent upon prior written notice and adherence to any security measures Customer deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. The GSA MAS Schedule Contractor, on behalf of AppBus, will give Customer written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"). If Customer's security requirements are not met and upon AppBus' request, Customer will run a self-assessment with tools provided by and at the direction of the GSA MAS Contractor ("Self-Assessment") to verify Customer's compliance with the terms of this Agreement.

1.5 Remote Diagnostics. Customer agrees that the Software may transmit to AppBus technical and related information about Customer's use of the Software which may include, without limitation, system performance, capacity usage, hardware faults, internet protocol address, hardware identification, operating system, application

software, peripheral hardware, and other non-personally identifiable Software usage statistics to trouble shoot the Software, facilitate the provisioning of updates, support, invoicing or online services, and to enhance, improve, and develop current and future AppBus products and services. Such transmission may be on a daily or other periodic basis, or upon a failure or crash of the Software. Customer also agrees that AppBus may transfer such information to other companies in the AppBus group of companies from time to time.

1.6 <u>Maintenance and Support</u>. AppBus will provide maintenance and support services to Customer in accordance with AppBus' maintenance and support policy, attached hereto as Exhibit A.

2. <u>Infringement Indemnity</u>

2.1 <u>Indemnification</u>. Subject to the limitations set forth in this Section 2, AppBus shall defend, or at its option, settle any claim or action against Customer and hold Customer harmless from any and all liabilities, damages, expenses, settlements and costs (including reasonable attorney's fees) finally awarded against Customer, arising from or occurring as a result of any third party claim or action alleging that the Software infringes any United States patent or copyright. AppBus' obligation to indemnify Customer under this Section 2 shall be subject to Customer: (i) promptly notifying AppBus in writing promptly upon first learning of the claim or action giving rise to the indemnity; (ii) providing AppBus with the right to participate in the defense and/or settlement of such action or claim; and (iii) providing AppBus with proper and full information and reasonable assistance to defend and/or settle any such claim or action. AppBus shall not be responsible for indemnifying Customer with respect to costs incurred, or amounts paid in any settlement, unless AppBus approved such costs or settlements in advance.

2.2 <u>Exceptions</u>. AppBus will have no liability under this Section 2 for any claim or action where such claim or action results from (i) combination, operation or use of the Software with hardware or software not provided by AppBus; (ii) modification of the Software unless such modification was made or authorized by AppBus; (iii) compliance with Customer's designs, specifications or instructions; or (iv) Customer's use of the Software in any manner inconsistent with the terms of this Agreement or any document provided by AppBus. Notwithstanding anything to the contrary, AppBus shall not be liable for any claim based on Customer's use of the Software after AppBus has informed Customer of modifications of the Software required to avoid such claims and offered to implement those modifications, if such claim would have been avoided by implementation of such modifications.

2.3 <u>Infringement Remedies</u>. If Customer's use of the Software becomes enjoined, AppBus may at its sole option: (i) procure, at no cost to Customer, the right to continue using the Software; (ii) replace or modify the Software to render them non-infringing; or (iii) if, in AppBus' reasonable opinion, neither (i) nor (ii) above are commercially feasible, immediately terminate AppBus' obligations (and Customer's rights) under this Agreement with regard to such Software, and, if Customer returns such Software to AppBus, refund to Customer (a) for perpetual licenses, the price originally paid by Customer to AppBus for such Software as depreciated or amortized by an equal annual amount over five (5) years, or (b) for subscription, prepaid fees for the remainder of the subscription term, on a pro rata basis.

2.4 <u>Sole and Exclusive Remedy</u>. THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF AppBus AND THE EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OF PATENTS OR COPYRIGHTS, BY THE PRODUCTS.

2.5 <u>LIMITED WARRANTY; DISCLAIMER</u>. AppBus warrants that, at the time of initial delivery and for sixty (60) days thereafter (the "Warranty Period"), the Software will operate in substantial conformity with the then current Documentation supplied by AppBus from time to time when used in compliance with such Documentation. This warranty applies only to the standard version of the Software made generally available by AppBus. If the Software fails to perform as warranted and AppBus is notified in writing of such failure during the Warranty Period, AppBus shall, as Customer's sole remedy, provide all reasonable programming services within a reasonable period of time to correct or, at AppBus' sole option, replace the Software. EXCEPT AS SPECIFIED IN THIS SECTION 2.5, ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATING TO THE SOFTWARE AND SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY DISCLAIMED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

3. <u>Limitation of Liability</u>. THE TOTAL LIABILITY OF AppBus AND ITS SUPPLIERS AND CONTRACTORS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF THE AMOUNTS PAID BY CUSTOMER TO AppBus FOR SUCH PRODUCTS OR SERVICES, DURING THE

TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCE, GIVING RISE TO SUCH LIABILITY, OR $500,000.00. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. EXCEPT FOR (A) CUSTOMER'S BREACH OF AppBus' INTELLECTUAL PROPERTY RIGHTS, INCLUDING WITHOUT LIMITATION ANY OF THE LICENSING TERMS AND RESTRICTIONS SET FORTH HEREIN, OR (B) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS CONTAINED HEREIN, IN NO EVENT SHALL A PARTY OR ITS SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOST DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

4. Termination

4.1 Reserved.

4.2 Reserved.

4.3 Effect of Termination. Upon any termination of this Agreement or an Order, for any reason, all applicable licenses are also terminated, and Customer shall immediately cease use of the applicable Software and shall return to AppBus such Software and all copies thereof.

4.4 Survival. The provisions of Sections 1.4, 2.4, 3, 5, and 6 shall survive termination of this Agreement.

5. Confidentiality. Either party may, from time to time, deliver to the other certain non-public information including formulas, flow charts, diagnostic routines, business information, forecasts, financial plans and data, balance sheet information, customer information, marketing plans, hardware, software and unannounced product information (collectively, "Confidential Information"). Such Confidential Information, if in writing, shall be marked prominently with the legend "confidential", "proprietary", or with a similar legend, or if disclosed orally shall be described as Confidential Information at the time of oral disclosure. However, regardless of any marking or subsequent summary, information disclosed shall be considered confidential if a reasonable person under the circumstances would understand such information to be of a confidential nature. Notwithstanding anything to the contrary herein, the Software, Documentation and non-public Product information shall be deemed Confidential Information. A party shall not use or disclose Confidential Information of the other, except as expressly authorized by this Agreement or in writing by the disclosing party, using the same degree of care which receiving party uses with respect to its own proprietary information, but in no event with less than with reasonable care. The foregoing obligations of confidentiality shall not apply to any information that the receiving party can show is or was (i) already known to the receiving party at the time of disclosure without obligation of confidentiality; (ii) independently developed by the receiving party without use of or access to the other party's Confidential Information; (iii) approved for disclosure by the disclosing party beforehand and in writing; (iv) publicly known without breach of this Agreement; (v) lawfully received by receiving party from a third party without obligation of confidentiality; or (vi) required to be disclosed by applicable law or order of a court, tribunal or other governmental agency, including the Freedom of Information Act, 5 USC 552 et seq.; provided, however, that the receiving party shall promptly notify the disclosing party in writing of such requirement, and shall cooperate with the disclosing party to minimize the scope of any such disclosure, and in the obtaining of a confidentiality, protective or similar order.

6. General Provisions. (a) This Agreement shall be interpreted and enforced in accordance with the Federal laws of the United States of America. The UN Convention on Contracts for the International Sale of Goods shall not apply. (b) This Agreement is the entire agreement of the parties, and supersedes all prior agreements and communications, written or oral, between the parties with respect to the subject matter of this Agreement. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions shall not be affected or impaired. No delay or omission to exercise any right or remedy accruing to either party hereunder shall impair that right or remedy, or be construed to be a waiver of any breach or default. (c) Customer hereby acknowledges that the AppBus Software and Hardware purchased from the GSA MAS Contractor may be subject to export controls under the laws and regulations of the United States, as well as any applicable laws and regulations of the territories outside of the United States. Customer shall comply with such laws and regulations and agrees not to export, re-export or transfer any Software and Hardware without first obtaining all required governmental authorizations or licenses. The GSA MAS Contractor and Customer each agree to provide the other such

information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents. (f) Any notice under this Agreement must be in writing and is deemed given and effective 3 business days after mailing first class, postage prepaid, or when delivered by overnight express or other delivery service, to the party at the address listed above.

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Exhibit A

AppBus Support Agreement

1. Definitions.   In this Exhibit, the following definitions shall apply:

a. *"Authorized Contact(s)"* shall mean the two (2) representative(s) of Customer, who will be the exclusive point of contact with Supplier with respect to technical support of the Software. Customer will have the right to change the Authorized Contacts by providing written notice to Supplier.

b. *"Documentation"* shall mean the documentation that Supplier provides to its licensees for the Software. Customer will have the right to make multiple copies of such documentation and training materials onto agreed upon media for internal use, training, and reference purposes.

c. *"Error"* shall mean any verifiable and reproducible failure of the Software to substantially conform to the Specifications for such Software. Notwithstanding the foregoing, "Error" shall not include any such failure that is caused by: (i) the use or operation of the Software with any other software or programming languages, or in an environment other than that intended or recommended by Supplier, (ii) modifications to the Software not made by Supplier, or (iii) any bug, defect or error in other software used with the Software or any other failure of such software to conform to its published specifications.

d. *"Error Correction(s)"* shall mean either a modification, addition to, or deletion from the Software that substantially conforms such Software to the Specifications or a procedure or routine that, when observed in the regular operation of the Software, eliminates any material adverse effect on Customer of such Error.

e. *"Specifications"* shall mean the published specifications for the Software, as set forth in the Documentation for the Software.

f. "Supplier" shall mean the GSA MAS Contractor or applicable AppBus representative.

g. *"Updates"* shall mean interim releases incorporating standard maintenance, improvements, patches, error corrections and enhancements that are provided by Supplier to customers who subscribe to Supplier's maintenance and support services. Updates are designated by the digit to the right of the decimal point (e.g., 1.x).

h. *"Upgrades"* shall mean full product releases, marketed, priced separately by Supplier that are also provided by Supplier to customers who subscribe to Supplier's maintenance and support services. Upgrades are designated by the digit to the left of the decimal point (e.g., x.1).

i. *"Work Around"* shall mean a technically feasible change in the operating procedure of the Software whereby the effects of the Error on the normal operation of the Software are reasonably minimized.

i. *"Level 1 – Critical"* shall mean a problem causing the complete failure of the Software.

k. *"Level 2 – Moderate"* shall mean a problem that causes degradation minimal or otherwise in the operation of the Software.

2. Maintenance Services.

a. Customer *Responsibilities*. Customer agrees to notify Supplier in writing (including by email), via Supplier's web-based support portal, or telephone promptly following the discovery of any Error. Further, upon discovery of such an Error, Customer agrees, if requested by Supplier, to submit to Supplier data that Supplier may reasonably require to reproduce the Error and the operating conditions under which the Error occurred or was discovered. Such list and data shall be deemed Confidential Information of Customer.

b. *Error Corrections*. During the term of this Agreement, Supplier shall use commercially reasonable efforts to provide Error Corrections for Errors in the Software reported by Customer to Supplier.

c. *Updates and Upgrades*. During the term of this Agreement, Supplier shall make available to Customer any Updates or Upgrades of the Software or Documentation at no extra charge, subject to limitations explicitly set forth in section 2(d) below. Supplier will make such Updates or Upgrades available to Customer when Supplier makes such Updates or Upgrades generally available to its other licensees then covered by maintenance.

d. *Current Release*. Supplier's obligations under this Agreement shall apply only to those Updates/Upgrades of the applicable Software that are within one (1) Update/Upgrade of the then-current version, and within a one (1) year time frame of the current Update or Upgrade, whichever is greater, provided Customer is under then-current support. Supplier shall give Customer not less than ninety (90) days' notice that support will be terminated for a particular Upgrade.

e. *Limitations*. Supplier shall have no obligation under this Agreement to make any modifications to Updates or Upgrades to conform to any previous modifications of the Software or Documentation made by Customer or any third party. Supplier shall have no obligation under this Agreement to correct Errors which result from the breach by Customer of this Agreement, or which cannot be remedied due to any modifications of the Software made by Customer or any third party. If Supplier agrees to remedy any errors or problems not covered by the terms of this Agreement, Customer shall pay Supplier for all such work performed at Supplier's then-current standard professional services rates. Customer acknowledges that Supplier is under no obligation to perform services with respect to any hardware or any software which is not directly licensed from Supplier.

3. Basic Support Services.

a. *Telephone/ Email Support*. During the term of this Agreement, Supplier will provide telephone consultation and advice to up to two (2) Authorized Contacts who will be authorized to contact Customer regarding technical support of the Software between the hours of 9:00 a.m. and 6:00 p.m., Eastern Time, Monday through Friday, excluding holidays. Supplier will first attempt to resolve the problem over the phone or via email. If the problem cannot be simply resolved via phone or email, Supplier will make a determination as to the level of the reported problem then proceed along the following guidelines: (i) For Critical issues, Supplier will engage in a commercially reasonable effort to provide Customer a Work Around as possible from the time that the problem is reported and is reproducible by Supplier. In the event that the problem or Error is discovered to have been caused as a result of any act or omission by Customer, or configuration, hardware environment, network or software environment that was previously undocumented or specifically not supported per Supplier's Documentation, then the parties will mutually agree the cost and level of required additional support that is needed by Customer from Supplier.(ii) For any other issues, Supplier will engage in a commercially reasonable effort to provide Customer a Work Around as soon as possible from the time that the problem and/or Error is reported by Customer.

4. Proprietary Rights.

Any corrections, additions or modifications to the Software or Documentation effected or delivered under this Agreement and any Updates or Upgrades supplied under this Agreement shall be deemed part of the applicable Software and governed by the terms hereof.

5. Current AppBus Software Support Services

a. SCOPE

Below sets forth the terms and conditions under which Supplier will provide Software support services to Customer pursuant to the Agreement.

b. PERIOD OF SOFTWARE SUPPORT SERVICES AND PAYMENT OF FEES

Supplier will provide Software support services commencing from the date specified in the applicable Order.

Maintenance and Support Services will be included as part of Supplier's standard subscription fees. 24 x 7 support for Critical Issues is available at the published MAS Contract price or via the Open Market from AppBus, as applicable. 24 x 7 support covers only Critical and High level problems as defined in the Technical Support SLO below.

c. SOFTWARE SUPPORT SERVICES DESCRIPTION

During the Maintenance and Support Services period:

(a) Supplier shall (i) repair or replace defective media on which any Software is furnished, caused by defects in materials and workmanship under normal use, and (ii) use commercially reasonable efforts to correct or modify any Software so as to conform in all material respects with the then-current Documentation. In this regard, Supplier may provide Updates, correct or modify the documentation, or provide a Permanent Solution or Work Around (as further described in Section 5 below) to the Software, all at no additional charge to Customer. Supplier does not warrant that Customer's use of the Software will be uninterrupted or error free.

(b) Supplier will provide Customer with Updates for the Software at no additional charge. Updates may be made available electronically. If Supplier determines that a problem is not due to non-conforming Software, and if Customer requests and Supplier agrees to provide the requested service, including liaising with other hardware or software vendors, Supplier reserves the right to charge its then applicable Services fees for such corrective or liaison services.

d. PROBLEM REPORTING

In the event Customer encounters a problem with the Software, Customer shall notify Supplier's service center by telephone or by logging into support.Supplier.com and shall provide (i) a description of the problem encountered and how to repeat the condition which brought about the problem, (ii) Customer details, such as contact name(s) and telephone number(s), and (iii) Hardware serial number. Supplier shall identify each outstanding non-conformance issue with a unique case number for tracking purposes and shall communicate the case number to Customer.

e. DELIVERY OF PERMANENT SOLUTIONS AND WORK AROUNDS

5.1 Permanent Solutions: Supplier shall use commercially reasonable efforts to deliver a Permanent Solution to Customer in Supplier's next regularly scheduled Update. A Permanent Solution may include a patch, if such patch can be deployed in the Software without affecting service or operation. If such a patch cannot be provided, Supplier shall use commercially reasonable efforts to provide a Work Around.

5.2 Work Arounds: A Work Around may consist of a patch or instructions on how to avoid the problem. If possible, a Work Around shall be capable of being installed, without undue interruption or degradation of service or operation, in the Software.

f. EXCLUSIONS

Supplier shall not be obliged to provide Software support services that are required by any third party hardware or software.

The costs of configuration (after initial base configuration), reconfiguration, installation, de-installation, certification, supplies, accessories, media (unless covered by Section 3.1(i)(a) above) and other expendables are also excluded and will be charged at Supplier's standard rates.

In addition, Maintenance and Support Services fees **do not** include fees due for updated, upgraded, or replacement Hardware, which are the responsibility of Customer.

Further, Maintenance and Support Services are provided **only** for the standard version of the Software made generally available by Supplier and do not apply to any Customer -specific configurations that may be provided by

Supplier to Customer as part of professional services or to any configuration implemented by Customer, except for those implemented in accordance with the functionality set forth in the Documentation.

Technical Support SLO

During the term of this Agreement, Supplier will provide telephone consultation and advice to up to two (2) Authorized Contacts who will be authorized to contact Customer regarding technical support of the Software.

Supplier's product support engineers are available by telephone at (800) 927-5181 x2.

Access to Online Support and Knowledge Base systems is available 24x7 at https://support.appbus.com. In all cases, Supplier operates remote analysis and remedial services via secure web based meeting solutions such as WebEx or VPN connection. Customer must provide appropriate remote access in order for Supplier to be able to provide support.

Severity Level	Problem	Response Time	Target Work Around Time Frame	Target Resolution Time Frame
Low	You are requesting some additional information about our products that is not available either on our Web site or in the product documentation and knowledge base articles. *Example: "Please could you tell us how to configure a custom security policy with these attributes?"*	48 Hours	N/A	N/A
Low	You are asking a detailed question about a feature or platform support for one of our products. *Example: "Are you able to connect to Control Plane from Linux?"*	48 Hours	N/A	N/A
Medium	You are reporting a problem with a Supplier product that does not affect its main features. *Example: "Email alerts are not being delivered."*	8 Hours	Within 7 days from recreating the problem at AppBus or as per acceptable action plan.	In the next product release for fixes agreed upon by Product Management and Development during planning for that release
High	You have encountered a problem with a Supplier product that prevents its main features from working. *Example: "I am unable to create a new User Profile."*	2 Hours	Within 16 hours from recreating the problem at AppBus or as per acceptable action plan.	In the next patch release, not to exceed 30 days from recreating the problem in house.
Critical	*Supplier platform is unresponsive/down. Example: "All users cannot login from their mobile device."*	1 Hour	Within 8 hours from recreating the problem at AppBus or as per acceptable action plan.	Within 7 days from recreating the problem at AppBus or as per acceptable action plan
Change Request	*You require a configuration change for your Supplier system. Examples: Change the IP address of the Secure Gateway, schedule Software upgrade* **Change complete: 7 business days**	6 Hours (Scheduled)	N/A	N/A

Supplier reserves the right to reclassify a ticket to its appropriate severity level based on the problem information provided by the Customer.

<u>Additional Supplier Support Offerings</u>

<u>Critical Off Hours Support:</u>
Supplier offers off hours support for severity critical issues. Unless Customer has paid for premium Support and Maintenance Services, initiating a call to Critical Off-Hours Support is billable at the then current Schedule Contract rate.

<u>Scheduled Off Hours Maintenance:</u>
Software Upgrades provided during Business Hours. If Customer desires to have Upgrades delivered off hours, Customer can schedule a mutually agreeable date and time to have Supplier support perform provide the Upgrade during off hours. This time is billable at the then current Schedule Contract rate.