METALBEAR TECH LTD. LICENSE AGREEMENT

This License agreement (the "**Agreement**") is effective as of the Effective Date set forth in the applicable Quote referencing this Agreement (the "Effective Date") by and between MetalBear Tech Ltd., an Israeli company, with a place of business at 14 Wissotsky Street, Unit 7, Tel Aviv, Israel 6233807 (the "**Company**") and [ ] a company incorporated under the laws of the State of [ ] having its principal place of business at [ ] (the "**Customer**") (each, a "**Party**" and collectively, the "**Parties**").

1. **License**. Subject to the terms and conditions of this Agreement, Company hereby grants Customer a limited, non-exclusive, non-sublicensable, non-transferable and revocable license to install and use the Company mirrord for Teams platform (the "**Software**") and Services during the Term (all as defined below), solely for Customer's internal purposes. Unless otherwise indicated, the term "**Software**" also includes any documentation ("**Documentation**") provided to Customer in connection with the operation of the Software. Customer may only use the Software in accordance with the Documentation, the terms and conditions of this Agreement, the use limitations indicated in the quote and applicable laws and regulations. "**Quote**" means any quote issued by Company or Company's authorized reseller for the provision of the applicable license and services granted under this Agreement. In addition to the above-mentioned license, Company shall provide support and maintenance services in accordance with Company's then current service level agreement ("**SLA**") attached hereto as **Exhibit A**.

2. **Services**. This Section 2 shall apply on a Customer who purchased the license granted under Section 1 directly from Company. Each Quote is hereby deemed incorporated into this Agreement by reference. To the extent of any conflict between the main body of this Agreement and a respective Quote, the former shall prevail, unless and to the extent that the Quote expressly states otherwise. The Software and any l services provided to Customer and specified in the Quote shall be referred as the "**Services**".

3. **Proration for Early Expansion or Renewal.** If Customer purchases additional subscriptions prior to the end of the current Subscription Term, the additional subscriptions shall be added to the existing Subscription Term and Customer shall be charged for such additional subscriptions on a pro-rata daily basis for the remainder of the current Subscription Term. Upon expiration of the current Subscription Term, a new Subscription Term of the duration set forth in the applicable new Quote shall commence, covering all subscriptions at the full fees specified in such Quote. If Customer renews its subscription prior to the end of the current Subscription Term, any fees for the renewed term shall be set forth in a new Quote commencing on the original Subscription Term end date, unless otherwise agreed by the Parties in writing.

4. **Subscription Fees**. If Customer has purchased the license granted under Section 1 and the Services directly from Company this Section 3 shall apply. The license granted under Section 1 as well as related Services (if any) are conditioned on Customer's payment in full of the applicable fees set forth in the Quote. Following the Initial Term, Company reserves the right to change its fees at any time, and Company shall provide Customer with a notice of such price change at least thirty (30) day prior to the effective date of such price change ("**Notification**"). If Customer does not agree to the price change, Customer sole remedy is to contact Company directly and to request to terminate its use of the Services prior to the effective date of the price change as shall be detailed in the Notification. Unless otherwise specified in the Quote: (i) Customer will pay all amounts due under this Agreement in U.S. dollars (USD), (ii) all amounts invoiced hereunder are due and payable within fifteen (15) days of the date of the invoice, and (iii) all fees and other amounts paid hereunder are non-refundable. Any amount not paid when required to be paid hereunder shall accrue interest on a daily basis until paid in full at the lesser of: (i) the rate of one and a half percent (1.5%) per month; or (ii) the highest amount permitted by applicable law. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies and duties, which shall be borne on Customer, other than taxes based on Company's net income.

5. **Overage**. Should Customer's usage of the Software exceed the quantity set forth in the applicable Quote without executing a new Quote or amendment (an "**Overage**"), the following terms shall apply:
(a) Customer will be entitled to an Overage of up to five percent (5%) of the quantity purchased per month at no additional cost, provided such Overage does not continue for more than one month.
(b) If Customer incurs an Overage below five percent (5%) for two (2) consecutive months, Company will invoice Customer for the number of licenses equal to the higher Overage in such two-month period, on a go-forward basis beginning the month after the second consecutive month of Overage.
(c) If Customer incurs an Overage of five percent (5%) or more in any given month, Company will invoice Customer for the number of licenses equal to the Overage on a go-forward basis beginning the month after such Overage.
(d) Company shall review Customer's usage on a monthly basis and invoice any Overages as set forth above.
(e) The cost per additional seat per month for Overages will be ninety US dollars (USD $90).

Company may invoice and collect any fees payable under this Agreement through any of its affiliates or subsidiaries, and such invoicing or collection shall be deemed valid and binding as if made directly by the Company.

6. **Permitted User**. The Software may only be used solely by Customer's employees who are explicitly authorized by Customer to use the Software (each, a "**Permitted User**"). Customer will ensure that the Permitted Users comply with the terms of this Agreement at all times; and shall be fully responsible for any breach of this Agreement by a Permitted User. Unauthorized use of the Software must be immediately reported to Company.

7. **Prohibited Uses**. Except as specifically permitted herein, without the prior written consent of Company, Customer must not, and shall not allow any Permitted User or any third party to, directly or indirectly: (i) copy, modify, "frame", "mirror", create derivative works of or distribute any part of the Software (including by incorporation into its products); (ii) sell, license (or sub-license), lease, assign, transfer, pledge, or share

Customer's rights under this Agreement with any third party; (iii) use any “open source” or “copyleft software” in a manner that would require Company to disclose the source code of the Software to any third party; (iv) disclose the results of any testing or benchmarking of the Software to any third party; (v) disassemble, decompile, reverse engineer or attempt to discover the Software’s source code or underlying algorithms; (vi) use the Software in a manner that violates or infringes any rights of any third party, including but not limited to, privacy rights, publicity rights or intellectual property rights; (vii) remove or alter any trademarks or other proprietary notices related to the Software; (viii) circumvent, disable or otherwise interfere with security-related features of the Software or features that enforce use limitations; (ix) export, make available or use the Software in any manner prohibited by applicable laws (including without limitation export control laws); and/or (x) transmit any malicious code (*i.e.*, software viruses, Trojan horses, worms, malware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system) or other unlawful material in connection with the Software.

8. **Warranties**. Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable law.

9. **Intellectual Property Rights**. The Software is not for sale and is Company’s sole property. All right, title, and interest, including any intellectual property rights evidenced by or embodied in, attached, connected, and/or related to the Software (and any and all improvements and derivative works thereof) and any other products, deliverables or services provided by Company; are and shall remain owned solely by Company or its licensors. This Agreement does not convey to Customer any interest in or to the Software other than a limited right to use the Software in accordance with Section 1. Nothing herein constitutes a waiver of Company’s intellectual property rights under any law.

If Company receives any feedback (*e.g.*, questions, comments, suggestions or the like) regarding any of the Services (collectively, “**Feedback**”), all rights, including intellectual property rights in such Feedback shall belong exclusively to Company and that such shall be considered Company's Confidential Information and Customer hereby irrevocably and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Company at its sole discretion, and that Company in no way shall be obliged to make use of any kind of the Feedback or part thereof.

Any anonymous information, which is derived from the use of the Services (i.e., metadata, aggregated and/or analytics information) which is not personally identifiable information (“**Analytics Information**”) may be used for providing the Service, for development, and/or for statistical purposes. Such Analytics Information is Company's exclusive property.

As between the Parties, Customer is, and shall be, the sole and exclusive owner of all data and information inputted or uploaded to the Software by Customer.

10. **Third Party Components**. The Software may include certain open source code software and materials that are distributed together with the Software and that are subject to their respective open source licenses. A list of any third party open source software as may be amended from time to time at Company's sole direction, is available in the Software thirdparty.yaml file and/or upon Customer's request. If there is a conflict between any open source license and the terms of this Agreement, then the open source license terms shall prevail but solely in connection with the related third party open source software. Company makes no warranty or indemnity hereunder with respect to any third party open source software.

To the extent any open source code provided by Company is modified by Customer and/or its users, Customer agrees that Company will have no obligation: (a) to indemnify customer for IP Infringement Claims pursuant to section 12 of this Agreement, provided that such modification actually caused the infringement; (b) to provide any support for such modified code; and/or (c) to provide the performance warranty set forth in Section 10 of this Agreement for such modified code.

11. **Confidentiality**. Each Party may have access to certain non-public information of the other Party, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the “**Confidential Information**”). Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party. The receiving party’s obligations under this Section, with respect to any Confidential Information of the disclosing party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving party at the time of disclosure by the disclosing party; (b) was disclosed to the receiving party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving party has become, generally available to the public; or (d) was independently developed by the receiving party without access to, or use of, the disclosing party’s Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party except for performance of its obligations under this Agreement (“**Permitted Use**”). The receiving party shall only permit access to the disclosing party's Confidential Information to its respective employees, consultants, affiliates, agents and subcontractors having a need to know such information in connection with the Permitted Use, who either (i) have signed a non-disclosure agreement with the receiving party containing terms at least as restrictive as those contained herein or (ii) are otherwise bound by a duty of confidentiality to the receiving party at least as restrictive as the terms set forth herein. The receiving party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order or a court of similar judicial or administrative body, provided that it notifies the disclosing Party of such required disclosure to enable

disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party.

12. **LIMITED WARRANTIES**. Company represents and warrants that, during the Warranty Period (as defined below), the Software shall substantially perform in conformance in accordance with the material functions and features set out in the applicable Documentation. As the Customer's sole and exclusive remedy and Company's sole liability for breach of this warranty, Company shall use commercially reasonable efforts to repair the Software in accordance with the SLA. Unless the Quote specifies otherwise, the "**Warranty Period**" shall be thirty (30) days commencing upon the earlier of the date of acceptance of the Software or use of the Software in a production environment. The warranty set forth shall not apply if the failure of the Software results from or is otherwise attributable to: (i) repair, maintenance or modification of the Software by persons other than Company or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Software; (iii) improper installation or use of the Software other than in accordance with the applicable Documentation; (iv) Customer's failure to implement software updates provided by Company specifically to avoid such failure; (v) the combination of the Software with equipment or software not authorized or provided by Company. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND THE RESULTS THEREOF ARE PROVIDED ON AN “AS IS” BASIS. COMPANY DOES NOT WARRANT THAT: (i) THE SOFTWARE AND/OR THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR (ii) THE SOFTWARE WILL OPERATE ERROR-FREE. COMPANY EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE.

13. **LIMITATION OF LIABILITY**. EXCEPT FOR ANY DAMAGES RESULTING FROM ANY BREACH OF EITHER PARTY’S CONFIDENTIALITY OBLIGATIONS HEREIN, AND/OR CUSTOMER'S MISAPPROPRIATION OR VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING MISUSE OF THE LICENSE BY CUSTOMER); NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, OR PROFITS, DATA, DATA USE OR THE COST OF PROCURING ANY SUBSTITUTE SERVICES.

EXCEPT FOR COMPANY'S INDEMNIFICATION OBLIGATION UNDER SECTION 13 , ANY DAMAGES RESULTING FROM ANY BREACH OF EITHER PARTY’S CONFIDENTIALITY OBLIGATIONS HEREIN, AND/OR DAMAGES RESULTING FROM CUSTOMER'S MISAPPROPRIATION OR VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING MISUSE OF THE LICENSE BY CUSTOMER); EITHER PARTY’S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO COMPANY BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR CLARITY, THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO PAYMENTS DUE TO COMPANY UNDER THIS AGREEMENT (INCLUDING THE QUOTE).

14. **Indemnification**. Company agrees to defend, at its expense, any third party action or suit brought against Customer alleging that the Software (but excluding any open source therein), when used as permitted under this Agreement and the Quote, infringes intellectual property rights of a third party (“**IP Infringement Claim**”**)**; and Company will pay any damages awarded in a final judgment against Customer that are attributable to any such claim, provided that (i) Customer promptly notifies Company in writing of such claim; and (ii) Customer grants Company the sole authority to handle the defense or settlement of any such claim and provides Company with all reasonable information and assistance, at Company's expense. Company will not be bound by any settlement that Customer enters into without Company's prior written consent.

If the Software becomes, or in Company's opinion is likely to become, the subject of an IP Infringement Claim, then Company may, at its sole discretion: (a) procure for Customer the right to continue using the Software; (b) replace or modify the Software to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Company's reasonable efforts, then Company may terminate this Agreement and provide a refund for any amount pre-paid by Customer for such returned Software for the remaining unused period of the license.

Notwithstanding the foregoing, Company shall have no responsibility for IP Infringement Claims resulting from or based on: (i) modifications to the Software made by a party other than Company or its designee; (ii) Customer's failure to implement software updates provided by Company specifically to avoid infringement; or (iii) combination or use of the Software with equipment, devices or software not supplied by Company or not in accordance with the Documentation.

This Section states Company's entire liability, and Customer's exclusive remedy, for claims or alleged or actual infringement.

15. **Suspension, Term and Termination**. If Company believes that Customer is using the Software in a manner that may cause harm to Company or any third party then Company may, without derogating from Company's right to terminate this Agreement for any breach hereof, suspend Customer's access to and use of the Software until such time as Company believes the threat of harm, or actual harm, has passed. This Agreement shall enter into force and effect on the Effective Date and shall remain in full force and effect for a period defined within the Quote unless earlier terminated as set forth herein (the “**Initial Term**”). Following such Initial Term, the Agreement may be extended as agreed upon between the Parties in advance and in writing (each a “**Renewal Term**” and together with the Initial Term, the “**Term**"). Either Party may terminate this Agreement with immediate effect if the other Party materially breaches this Agreement and such breach remains uncured fifteen

(15) days after having received written notice thereof. Upon termination or expiration of this Agreement: (i) Software license granted to Customer under this Agreement shall expire, and Customer shall discontinue any further use and access thereof; (ii) Customer shall immediately fully uninstall and permanently delete and dispose of all copies of the Software and Documentation in Customer's or any of its representatives' possession or control; (iii) Company may delete all customer data uploaded on the Software without affecting any of Company's rights to the Analytics Information; and (iv) any sums paid by Customer until the date of termination are non-refundable. The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement (including limitation of lability) shall so survive. If applicable, Customer shall be responsible to download its data from the Software prior to termination of this Agreement.

16. **Customer Reference**. Customer hereby agrees that Company may use Customer's name and logo to identify Customer as a customer of Company or user of the Software, on Company's web site, presentations, marketing materials or otherwise. In addition, Customer will cooperate with Company to create a quote/case study that will be published on the Company website. Following the termination of this Agreement, Customer may request Company to remove such customer reference.

17. **Miscellaneous**. This Agreement, including and any exhibits attached or referred hereto, represents the complete agreement concerning the subject matter hereof and may be amended only by a written agreement executed by both Parties. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach hereunder shall not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. Any use of the Software by an agency, department, or other entity of the United States government shall be governed solely by the terms of this Agreement. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either Party in connection with a merger, consolidation, sale of all of the equity interests of the Party, or a sale of all or substantially all of the assets of the Party to which this Agreement relates. This Agreement shall be governed by and construed under the laws of the State of Israel, without reference to principles and laws relating to the conflict of laws. The competent courts of Tel Aviv, Israel shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement. All disputes arising out of or in connection with this Agreement shall be finally and exclusively settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be Tel Aviv, Israel. The language of the arbitration shall be English. Notwithstanding the foregoing, each Party may also seek interim relief in any court of competent jurisdiction. The law governing this arbitration agreement shall be the governing law set forth above. The Parties commit to maintain the arbitration proceedings in strict confidentiality and to keep confidential inter alia all awards and orders produced by the arbitral tribunal in the arbitration, together with all materials created for the purpose of the arbitration, as well as all materials submitted by or received from the other Party as part of the arbitral proceedings not already in the public domain, except:

(i) sharing the information with auditors, advisors or as part of due diligence, subject to a confidentiality agreement; and

(ii) save and to the extent that disclosure is strictly necessary because it is required of a Party:

a. by a legal duty or to pursue a public offering;

b. to enforce or challenge an award in bona fide legal proceedings before a court or other judicial authority;

Before making any disclosure under this subsection (ii) above, the Party required to make the disclosure shall take all reasonable measures to protect the confidentiality of the information, and give a written notice to the other Party, affording such Party reasonable opportunity and cooperation to protect its confidentiality.

The application of a Party to a judicial authority for an interim relief shall not be deemed to be an infringement or a waiver of the arbitration agreement and shall not affect the relevant powers reserved to the arbitral tribunal. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Company will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of Company including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, acts of terrorism, earthquakes, power outages, pandemic or epidemic (or similar regional health crisis), or any other cause that is beyond the reasonable control of Company.

18. Notices. Notices to either Party shall be deemed given (a) four (4) business days after being mailed by airmail, postage prepaid, (b) the same business day, if dispatched by facsimile or electronic mail before 1 pm (local time for the receiving Party) and sender receives acknowledgment of receipt, or (c) the next business day, if dispatched by facsimile or electronic mail after the hour 1 pm (local time for the receiving Party) and sender receives acknowledgment of receipt.

Exhibit A:

SUPPORT AND MAINTENANCE SERVICES

1. **Support Level**

Customer Support and Maintenance Services level is: Premium Support.

2. **Updates and Upgrades**

During the License Term, Company will make available to Customer such Updates and Upgrades that Company generally makes available to its other supported customers. For the avoidance of doubt, Updates and Upgrades expressly exclude new Software modules, which Company may make available at its sole discretion and will be subject to additional fees.

"**Updates**" means modifications or revisions to the Software (such as a bug fix or patch), as typically represented by the number to the right of the decimal point (*e.g.* Version 1.**X**).

"**Upgrades**" means new releases (each, a "**Release**") of the Software (such as the addition of new features or functionalities), as typically represented by the number to the left of the decimal point (*e.g.* Version **X**.0)

3. Technical Support

During Business Hours (set forth below), Company's helpdesk personnel shall receive Customer support requests via email or instant messages on Discord, Slack, or Microsoft Teams in connection with Errors (each, a "**Support Request**"). "**Error**" means any verifiable and reproducible failure of the Software to materially perform the functions described in the Software's documentation. Once Company has determined that the Support Request is covered by a valid support contract, Company will:

(A) respond to such Support Request based on the Severity Levels (as determined by Company) set out in the table below; and

(B) Company will use commercially reasonable efforts to get to Problem Resolution or to provide a workaround for the Error.

"**Problem Resolution**" means the use of commercially reasonable efforts to resolve the reported Error. These efforts may include (but are not limited to): configuration changes, patches that fix an issue, and reinstalling the Software.

Business Hours
Standard (UK)
Monday to Friday, 8am – 5pm GMT(excluding UK Holidays)
Support Request Submission
Email: support@metalbear.com
Dedicated Private Channel on Slack/Teams

In order to be addressed by Company, Errors must be verifiable and reproducible. Furthermore, in order for Company to address a Support Request, Customer must provide Company with all information, documentation, assistance and access as Company might reasonably require, including, without limitation:

- setup information,
- application knowledge,
- listing of any output,
- detailed steps required to enable Company to replicate the Error,
- exact wording of Error messages, and
- any other data that Company may reasonably request in order to reproduce operating conditions similar to those present when the Error occurred.

Each Error for which a Support Request is received by Company, shall be classified by Company and assigned a level of severity ("**Severity Level**"), in accordance with the following criteria:

Severity Level Definition	Premium Support (PRM)	Support
Severity 1 - CRITICAL (a) The Error causes a critical effect to Customer's production environment in a way that significantly impacts the Customer's business; or (b) A key capability of the Software is fully or partially inoperable, in a way that causes a major issue to the Customer's production environment; or (c) An Error with a direct security impact on the Software	First level response within less than 2 hours. Escalation within 6 hours.	Company and Customer will commit the necessary resources for Problem Resolution to obtain workaround or reduce the severity of the Error.
Severity 2 - HIGH (a) The Error causes the Software to operate improperly in a manner which impacts the normal course of business for Customer; or (b) An Error that substantially degrades the performance of the Software in a way which impacts the normal course of business for Customer; or (c) An Error that prevents the Software from being installed or operated when properly configured.	First level response within 8 hours. Escalation within 24 hours.	Company and Customer will commit an engineer during normal Business Hours for Problem Resolution to obtain workaround or reduce the severity of the Error, and alternative resource during non- Business Hours
Severity 3 - MEDIUM (a) The Error causes a function not to execute as described in the Software's documentation without a significant loss of utility or intended functionality; or (b) the Error disables one or more nonessential functions of the Software; or (c) The Software behavior is materially different from that described in the Software's documentation but does not rise to the level of a Severity 1 or Severity 2 Error; or (d) Software alerts are not functioning as expected with no impact to the Customer's production environment	First level response within 24 Hours.	Company and Customer will handle the case during Business Hours to obtain a resolution if applicable
Severity 4 - LOW All other issues, including general usage questions and cosmetic	First level response within 72 hours.	Company and Customer will handle the case during Business Hours to obtain a resolution if applicable

issues.		

Note: *Severity 1 - CRITICAL* Errors require a phone call to Company support in order to ensure timely handling of the Support Request.

4. **Exclusions**
   The technical support described above will only be provided with respect to the then-current Release, and shall exclude Errors resulting from**:**

   (a) any modifications of the Software that have not been approved by Company in advance and in writing;
   (b) Customer's failure to implement in a reasonably timely manner any Update or Upgrade made available by Company (or its representative);
   (c) Customer's written instructions to Company, or installation or set up adjustments made solely by Customer;
   (d) Customer's use of the Software in violation of the Agreement or of any applicable laws and/or regulations;
   (e) any fault in any Customer (or third party) equipment or programs used in conjunction with the Software; and/or
   (f) Customer's negligence or willful misconduct.

5. **Customer Responsibilities**
   Furthermore:
   (a) Customer agrees to receive from Company communications via e-mail, telephone, and other reasonable formats;
   (b) Customer's technical support contact shall cooperate with Company at all times during the provision of Support and Maintenance Services under this Schedule; and
   (c) Customer shall report to Company all material problems with the Software and shall implement any reasonable corrective procedures provided by Company reasonably promptly after receipt.