

## SOFTWARE LICENSE AND SERVICES AGREEMENT

Parties	“Licensor”	“Customer”
Name	MATRIX Software, Inc.	
Registered Address	251 Little Falls Drive Wilmington, DE 19808 U.S.A.	
State/Country of Incorporation	Delaware	
Company Registration No.	4638238	
VAT Number (if applicable)		

This Software License and Services Agreement is entered into by the Licensor and Customer identified above. Licensor and Customer may be referred to collectively as the “Parties” and individually as a “Party”. This Agreement shall be effective as of the date signed by the later of Parties (the “Effective Date”). In consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, and upon the terms and conditions set forth below, the Parties agree as follows:

### 1 DEFINITIONS

The following definitions apply to this Agreement:

1.1 **“Agreement”** means this Software License and Services Agreement and any and all Schedules, Addenda, Exhibits and SOWs attached hereto and Amendments hereof.

1.2 **“Capacity”** means the maximum number of Subscribers licensed under this Agreement and for which the Software may be utilized as set forth on attached Schedule A or in an Ordering Document.

1.3 **“Confidential Information”** means any nonpublic information disclosed directly or indirectly by a Party (“Disclosing Party”) to a receiving Party (“Receiving Party”), whether in writing, electronically, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, and equipment), which is designated as confidential at the time of disclosure, or would be reasonably understood to be confidential under the circumstances. Confidential Information includes, without limitation, this Agreement, nonpublic products, services, processes, hardware, software (in source and object code), inventions, trade secrets, ideas, designs, drawings, notes, prototypes, mock-ups, storyboards, scripts, animation, research, know-how, business methods, business plans, marketing and branding strategies, financial information, business terms for proposed dealings between the Parties, market information, sales information and internal communications.

1.4 **“Deliverable(s)”** means any project deliverable generated in the performance of Services.

1.5 **“Documentation”** means any help files, instruction manuals, operating instructions, user manuals, and specifications provided by Licensor which describe the use of the Software and which either accompany the Software or are provided to Customer at any time by Licensor, whether in electronic format or hard copy.

1.6 **“New Product”** means a software program that Licensor has created or acquired and that it licenses separately from the commercially available Software programs licensed under this Agreement and is not provided as an update or upgrade to the Software. New Products are not included in the Software and must be separately licensed from Licensor for the appropriate additional license and support services fees.

1.7 **“Ordering Document”** means a written order signed by authorized representatives of both Parties for the purchase of software licenses or services from Licensor, which legally incorporates the terms and conditions of this Agreement therein by reference.

1.8 **“Scope”** means the scope of use for which the Software may be used as set forth on attached Schedule A.

1.9 **“Software”** means the machine readable form of software programs and the Documentation supplied for use with such programs licensed under this Agreement as set forth on attached Schedule A or a subsequent Ordering Document. “Software” does not include software developer kits (“SDKs”) or source code samples (“Sample Code”) unless explicitly agreed in writing by Licensor. The license terms for such SDKs and Sample Code are set forth in the header files or at the

download site for such programs.

1.10 **“Subscriber”** means an object (e.g., device object, subscriber object, etc.) in the Licensor database that represents a unique network identifier, including by way of example but not limited to, a SIM (Subscriber Identity Module), ICCID (Integrated Circuit Card Identifier), or an MSISDN (Mobile Station International Subscriber Directory Number) associated with a tangible (e.g., smart phone, tablet, laptop computer) communications device.

1.11 **“Term”** means the validity period of a license granted under this Agreement as set forth in attached Schedule A or in an Ordering Document.

1.12 **“Territory”** means the geographic area set forth on Schedule A or in an Ordering Document where the Software may be installed, subject always to U.S. export control laws and regulations.

## **2 LICENSE GRANT**

2.1 Subject to the terms and conditions of this Agreement and commencing from the Effective Date, Licensor grants to Customer, and Customer accepts, a non-exclusive, non-transferable license, to install the Software in the Territory, for use within the Scope and for the applicable license Term up to the Capacity limit(s) set forth in attached Schedule A or in an applicable Ordering Document. Customer shall use the Software solely for processing its own business data.

2.2 Customer may install the Software on back-up equipment solely to be used during breakdowns of its normal operating equipment.

2.3 Customer's auditors shall be permitted access to the Software and Documentation under conditions of confidentiality consistent with those of Customer under this Agreement, solely for the course of their audit work.

2.4 Customer's subcontractors may access and operate the Software solely on Customer's behalf provided that Customer shall ensure that (i) all such subcontractors are bound by obligations of confidentiality consistent with and at least as restrictive as those of Customer under this Agreement, and (ii) Customer shall be responsible for its subcontractors' compliance with this Agreement to the same extent as if such subcontractors were Customer's employees.

2.5 Customer shall be responsible for any unauthorized access to or use of its copies of the Software. Customer shall immediately notify Licensor in writing of any unauthorized access to or use of the Software.

2.6 Any use of the Software by Customer, or its employees, subcontractors, agents or auditors in a manner not

expressly authorized under this Agreement will be deemed a material breach of this Agreement.

## **3 LICENSE RESTRICTIONS; COPIES; OWNERSHIP**

3.1 Customer shall not: (a) sell, lease, license or sub-license the Software or Documentation; (b) except to the minimum extent required to comply with applicable law, decompile, disassemble, or reverse engineer the Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Licensor Confidential Information; (d) use the Software to provide services on any ASP (application service provider), software-as-a-service or service bureau basis; or (e) use, copy, exploit, or permit use of the Software except as explicitly authorized in this Agreement.

3.2 Customer may make a reasonable number of binary copies of the Software for backup or archival purposes only and for internal pre-deployment testing. Customer shall not otherwise make any copies of the Software. All titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be fully reproduced on all copies of the Software, in whole or in part.

3.3 This Agreement grants a use license only and transfers to Customer no ownership rights or interest. Licensor and its suppliers reserve all rights not expressly granted. Customer acknowledges that (either in its own right or under license) Licensor holds and will continue to hold all copyright, trademark, and all other property rights in the Software and Documentation, including but not limited to any new releases and any modifications, translations, enhancements or extensions thereto.

## **4 QUARTERLY REPORTS; AUDIT**

4.1 Within fourteen (14) calendar days of the end of each calendar quarter, Customer will provide Licensor with a written report stating the number of Subscribers in the Licensor database on the last day of the applicable quarter, as well as any other information reasonably necessary for Licensor to be able to verify Customer's compliance with this Agreement (“Compliance Report”). The Compliance Report must be signed by Vice President within Customer's organization. If the Compliance Report shows Customer has exceeded its licensed Capacity limits, Customer will immediately submit an Ordering Document for such additional licenses as are necessary to bring itself back into compliance with this Agreement. Provided that Customer's Quarterly Reports are accurate and timely, and provided that Customer immediately purchases such added licenses as are necessary to restore compliance with this Agreement, Customer will not be charged for exceeding its

Capacity limits during the immediately preceding calendar quarter.

4.2 Licensor may audit Customer's records related to the use of the Software to verify Customer's compliance with this Agreement. Licensor will bear the expense of such audits provided that if Customer is found through such an audit to be out of compliance with its Capacity limits by more than five percent (5%) Customer will reimburse Licensor for the costs of audit. Audits will be conducted during regular business hours at Customer's facilities, will not unreasonably interfere with Customer's business, and require at least two (2) weeks' prior written notice from Licensor. Audits will be conducted no more than once in any twelve (12) month period.

## 5 DELIVERY

Delivery of the Software occurs when Licensor provides Customer with its own unique login and password credentials such that Customer may electronically download the Software over the Internet.

## 6 SUPPORT SERVICES

6.1 Subject to payment of the support fees set forth in Schedule A or an applicable Ordering Document, Licensor will provide maintenance and technical support services for the Software ("Support Services") in accordance with attached Schedule B. Unless otherwise explicitly agreed in writing by Licensor, SDKs and Sample Code are not covered by Schedule B.

6.2 If onsite access is required for Licensor to fulfill its Support Services obligations, Customer shall provide such facilities and assistance as Licensor reasonably requires, including without limitation, access to equipment and data and the provision of adequate facilities. Licensor will comply with Customer's normal security and safety regulations while providing onsite Support Services.

## 7 CONSULTING SERVICES

7.1 **Services.** Licensor will provide consulting services ("Services") to Customer as set forth in statements of work ("SOWs") that incorporate this Agreement therein by reference. Licensor may subcontract Services to qualified subcontractors provided that Licensor is responsible for their compliance with this Agreement and Customer's health, safety and security policies. The applicable Services rates will be set forth in each SOW. Licensor agrees to reasonably cooperate with Customer's other contractors and third-party vendors. If an SOW specifies a not-to-exceed amount, Licensor will not bill Customer for more than that amount without getting Customer's prior written consent, but Licensor does not guarantee that the project will be completed for that not-to-

exceed amount.

7.2 **Change Orders.** Either Party may request a change order in the event of actual or anticipated changes to the scope of the Services, including changes in the Deliverables, project schedule, failure of assumptions, or modified responsibilities. The Parties agree to negotiate in good faith with respect to all change order proposals, including but not limited to changes in prices, delivery schedule, and Deliverables. Each Party will designate an individual to act as the primary point of contact between the Parties and represent its Party in change order discussions. Change orders will become effective only when signed by the Parties' authorized representatives.

7.3 **Travel and Expenses.** Customer agrees to reimburse Licensor for all actual and reasonable travel and living expenses that Licensor incurs in connection with delivering the Services and Deliverables, including business trips to the Customer's site for consulting or diagnostic review. Licensor will provide copies of receipts or other reasonable documentation for travel and expenses incurred. The Parties' may agree to a "per diem" arrangement in applicable SOWs.

7.4 **Purchase Orders.** If Customer's procedures require that an invoice be submitted against a purchase order before payment can be made, Licensor shall not be obligated to commence performance of the applicable Services until Customer provides Licensor with such purchase order. If there is a conflict between this Agreement and any preprinted purchase order terms and conditions, this Agreement shall prevail.

7.5 **Relationship of the Parties.** Each Party will be and act as an independent contractor and not as an agent, partner or joint venturer of the other Party for any purpose related to this Agreement. Neither Party has any right, power or authority to act or create any obligation, expressed or implied, on behalf of the other Party. If onsite work is required, Customer agrees to make reasonable office space and Internet access available as reasonably required by Licensor. Licensor will comply with Customer's applicable corporate policies while providing the Services provided that Customer has made such policies available to Licensor.

## 7.6 Ownership.

7.6.1 Intellectual Property Rights" means all worldwide (a) patents, patent applications, and patent rights; (b) rights associated with works of authorship including copyrights, copyright applications, copyright restrictions, mask work rights, mask work applications, and mask work registrations; (c) rights relating to the protection of trade secrets and confidential information; (d) moral rights; (e) rights analogous

to those set forth herein and any other proprietary rights relating to intangible property; and (f) divisions, continuations, renewals, reissues, and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.

7.6.2 Upon payment of the applicable fees Licensor grants Customer a royalty-free, non-exclusive, non-transferable, worldwide license to use, modify, and reproduce (provided Licensor's Intellectual Property Rights are protected, including protections as stated herein) any Services Deliverables provided hereunder only for Customer's internal use. Licensor reserves all rights not explicitly granted in this Agreement. Nothing in any SOW modifies any license agreement between the Parties or grants Customer any right or license to Licensor's software programs. Except for Customer's right to use the Services Deliverables as specified herein, all right, title and interest in and to any and all Services Deliverables, including all Intellectual Property Rights pertaining thereto, will be owned by Licensor.

7.6.3 If Customer offers any suggestions or recommendations pertaining to Licensor's proprietary software programs, Licensor shall be free to use and exploit such suggestions and recommendations without any obligation or accounting to Customer. Nothing in this Agreement or any SOW shall be construed to preclude Licensor from independently developing, using, marketing or otherwise exploiting software programs or other materials that may be similar to those prepared for Customer under this Agreement.

## **8 FEES**

8.1 Customer agrees to pay all fees due under this Agreement in accordance with the payment terms set forth herein, on attached Schedule A, or in an applicable Ordering Document or SOW.

8.2 Unless otherwise provided in Schedule A or in an Ordering Document or SOW, all amounts due under this Agreement shall be payable in U.S. dollars and any payment shall be made within the United States within thirty (30) days of Customer's receipt of invoice.

8.3 If Customer fails to make payment when due and fails to cure such failure within ten (10) days of notice regarding the default, Licensor may suspend or terminate this Agreement at its option.

8.4 A late payment charge of the lesser of one and one half percent (1.5%) per month or the highest interest rate allowed by applicable law will be charged upon all unpaid amounts that are due hereunder for more than thirty (30) days. Acceptance of late payment in any given instance will not obligate Licensor to accept late payment on other occasions.

8.5 If Customer's procedures require that an invoice be submitted against a purchase order before payment can be made, Customer will so inform Licensor before execution of this Agreement and Licensor shall have no obligation to deliver any Software, Services or Support Services until Customer provides Licensor with such purchase order.

8.6 Fees stated in this Agreement (including in the attached schedules) are stated and payable net. All withholding and other taxes, levies, customs duties, costs and charges (including interest, any bank charges) shall be the responsibility of Customer so that, to the extent permissible, fees stated as payable to Licensor will be received in full by Licensor on the due date, excluding such taxes as are imposed on or measured by Licensor's net income or property. Applicable sales taxes, GST, VAT and use taxes, where chargeable, shall be Customer's responsibility.

8.7 In the event a Party is subject to audit or examination by a taxing authority, each Party will cooperate with the other Party in a reasonable manner. Such cooperation will include providing documentation and information in a timely manner as is reasonably requested by the Party subject to audit or examination.

8.8 Customer shall reimburse Licensor for all reasonable collection costs incurred by Licensor in order to recover payment of Customer's account, including without limitation, all professional fees and legal fees and costs.

## **9 CONFIDENTIALITY**

9.1 A Receiving Party under this Agreement agrees to protect all Confidential Information received from a Disclosing Party in the course of this Agreement with the same confidentiality protections as are used or should be used for its own confidential information, and in any case by reasonable measures.

9.2 Confidentiality shall not apply to information in the public domain or information properly derived, developed or supplied independently. Each party may make such disclosure(s) as are required by law to the authorities by whom such disclosure is legally required. In the event of the likelihood of such disclosure, the Receiving Party will, to the extent reasonably practical under the circumstances, provide the Disclosing Party with prior notice of the intended disclosure and an opportunity to respond or object to the disclosure. If such prior notice is not permitted or reasonably practical under the circumstances, the Receiving Party will promptly notify the Disclosing Party of the disclosure as soon as reasonably permissible.

## **10 WARRANTY**

10.1 Licensor warrants that a Software program licensed to you under this Agreement will operate in all material respects as described in the applicable Documentation for one year after delivery. Customer must notify Licensor of any Software program warranty deficiency within one year after Delivery.

10.2 Licensor also warrants that Services ordered under this Agreement will be provided in a professional manner consistent with industry standards. Customer must notify Licensor of any services warranty deficiencies within ninety days from performance of the defective or nonconforming Services described in the SOW or Ordering Document.

10.3 Licensor warrants that the Software shall not contain: (i) any mechanism such as a "trap door," "time bomb," or "logic bomb," software protection routine or other similar device designed to enable Licensor to remotely disable the Software or make the Software inaccessible to Customer after the Software is installed; nor (ii) to the best of Licensor's knowledge, any computer "virus," "worm" or similar programming routine, designed with the intent of causing harm or disruption to Customer's equipment, other software, or data.

10.4 For any breach of the above warranties, Licensor will, at its own expense, correct or replace any nonconforming Software or Services reported during the applicable warranty period. If correction is not reasonably possible or commercially practicable, Customer or Licensor may terminate the Software license or SOW that gave rise to the breach by written notice, and Licensor will promptly refund all fees paid for the non-conforming Software or Services. The foregoing states Customer's sole and exclusive remedies for breach of the warranties set forth above. The warranties set forth above are made to and for the benefit of Customer only.

10.5 Licensor shall be relieved of its warranty obligations under this Agreement if failure of the Software resulted from unauthorized modification, misuse, accident, abuse, or misapplication of the Software.

## **11 WARRANTY EXCLUSIONS**

LICENSOR DOES NOT GUARANTEE THAT THE SOFTWARE WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT LICENSOR WILL CORRECT ALL SOFTWARE ERRORS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, LICENSOR SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OF NONINFRINGEMENT AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. FOR ANY

BREACH OF THE ABOVE WARRANTIES, CUSTOMER'S EXCLUSIVE REMEDY, AND LICENSOR'S ENTIRE LIABILITY, SHALL BE: (A) THE CORRECTION OF THE SOFTWARE ERRORS OR SERVICES DEFICIENCIES THAT CAUSE BREACH OF THE WARRANTY, OR IF LICENSOR CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER, CUSTOMER MAY END THE APPLICABLE SOFTWARE LICENSE OR SOW AND RECOVER THE FEES PAID TO LICENSOR FOR THE NON-CONFORMING SOFTWARE OR SERVICES AS PROVIDED IN SECTION 10.4 ABOVE.

## **12 CONSEQUENTIAL DAMAGES WAIVER**

EXCEPT FOR CASES INVOLVING CLAIMS OR ACTIONS FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT (INCLUDING WITHOUT LIMITATION USE OF THE SOFTWARE OR DELIVERABLES BEYOND THE SCOPE OF THE LICENSES GRANTED UNDER THIS AGREEMENT), VIOLATIONS OF CONFIDENTIALITY PROVISIONS, PROVEN WILLFUL MISCONDUCT OR FRAUD BY A PARTY OR ITS PERSONNEL, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **13 LIMITATION OF LIABILITY**

EXCEPT FOR CASES INVOLVING CLAIMS OR ACTIONS FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT (INCLUDING WITHOUT LIMITATION USE OF THE SOFTWARE OR DELIVERABLES BEYOND THE SCOPE OF THE LICENSES GRANTED UNDER THIS AGREEMENT), VIOLATIONS OF CONFIDENTIALITY PROVISIONS, PROVEN WILLFUL MISCONDUCT OR FRAUD BY A PARTY OR ITS PERSONNEL, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY AMOUNTS IN EXCESS OF AN AMOUNT EQUAL TO THE AGGREGATE AMOUNTS PAID BY CUSTOMER TO LICENSOR UNDER SCHEDULE A OR THE ORDERING DOCUMENT OR SOW UNDER WHICH THE LIABILITY AROSE.

## **14 INTELLECTUAL PROPERTY WARRANTY AND INDEMNIFICATION**

14.1 Licensor warrants to Customer that it has sufficient rights to the Software to provide the license grants and fulfill its other obligations under this Agreement. Licensor further warrants that to its knowledge at the signing of this Agreement, the Software is free and clear of all liens, claims and encumbrances and that the Software does not infringe on patents, trademarks, copyrights or other intellectual property rights of third parties.

14.2 If a third party makes a claim that the Software infringes its intellectual property rights in the Territory, Licensor will defend Customer against such action(s) and will pay all resulting judgments and court costs awarded by a court or tribunal of final and binding jurisdiction against Customer.

14.3 The obligations set forth in Section 13.2 do not apply to claims, court costs, or judgments to the extent arising from (i) unauthorized modification of the Software, (ii) the combination, operation or use of the Software with non-Licensor programs, data, methods or technology if such infringement would have been avoided without the combination, operation or use of the Software with other programs, data, methods or technology, or (iii) unlicensed use of the Software.

14.4 Licensor's obligations under Sections 14.1 and 14.2 apply only if Customer gives Licensor: (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of such Claims; and (iii) assistance reasonably requested by Licensor at Licensor's expense.

14.5 In the event an infringement, claim is brought or threatened, Licensor may, at its sole option and expense:

- procure for Customer the right to continue its use of the Software;
- modify the Software to make it non-infringing; or
- if neither of the foregoing is commercially practicable, terminate this Agreement and refund Customer any unused fees paid under this Agreement.

14.6 Section 13.5 states the entire liability of Licensor and Customer's exclusive remedy with respect to any actual or alleged claim of infringement by the Software.

## **15 TERMINATION**

15.1 This Agreement shall continue in effect unless terminated under its terms.

15.2 Either Party may terminate this Agreement forthwith by notice in writing:

15.2.1 If the other Party is in breach of any material term of this Agreement, including, without limitation any payment obligation, and does not remedy the breach within 30 days of written notice (10 days in the case of nonpayment), or

15.2.2 Upon the filing of any voluntary petition by the other Party under the Bankruptcy Code or other insolvency law, any involuntary petition against such other Party under the Bankruptcy Code or other insolvency law that is not dismissed within thirty (30) days after filing, any receivership or any assignment of substantially all the assets of such Party for the benefit of creditors, upon the inability of the Party to pay its obligations as they become due, or upon the insolvency of such Party.

## **16 CONSEQUENCES OF TERMINATION**

16.1 Upon termination of this Agreement, all licenses granted under this Agreement shall immediately terminate and Customer shall cease using the Software. Customer shall, at Licensor's option, return or destroy the Software and Documentation together with all copies and all related materials, and shall certify in writing to Licensor that this has been done.

16.2 Termination shall not affect existing obligations of Customer, in particular (without limitation), payment of monies then due. Termination shall not affect those obligations and limitations which of their nature and meaning survive, including without limitation, those relating to Licensor intellectual property, confidentiality, use of the Software, and liability.

## **17 MISCELLANEOUS**

17.1 **ASSIGNMENT:** Neither Party will assign this Agreement nor any license(s) granted hereunder, without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, such consent shall not be required in the case of a merger, acquisition or sale of all or substantially all of the assets of a Party in one or more related transactions. In the event of such a merger, acquisition or sale, the Party being merged, acquired or sold will provide written notice to the other Party as soon as legally permissible.

17.2 **NOTICE:** Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) transmitted by facsimile, in each case properly posted to the appropriate address set forth below. Either Party may change its address by notice to the other Party given in accordance with this Section. Notices are effective on receipt.

**For Licensor:**

MATRIX Software, Inc.  
ATTN: General Counsel  
18764 Cox Avenue  
Saratoga, CA 95070, USA

**For Customer:**

**Legal Notice Contact:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Invoicing Contact:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**17.3 FORCE MAJEURE:** Neither Party will incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the Parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

**17.4 WAIVER:** Any waiver of the provisions of this Agreement or of a Party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed and will not be deemed to be a waiver of such Party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such Party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either Party of any right or remedy under this Agreement will preclude the enforcement by such Party of any other right or remedy under this Agreement or that such Party is entitled by law to enforce.

**17.5 SEVERABILITY:** If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the Parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the Parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining

terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

**17.6 STANDARD TERMS OF CUSTOMER; BOILERPLATE:** No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Customer may use in connection with the acquisition or licensing of the Software will have any effect on the rights, duties or obligations of the Parties hereunder, or otherwise modify, this Agreement, regardless of any failure of Licensor to object to such terms, provisions or conditions.

**17.7 AMENDMENTS TO THIS AGREEMENT:** This Agreement may not be amended, except by a writing signed by both Parties.

**17.8 LICENSOR'S PRIOR CONSENT:** Unless expressly provided otherwise in this Agreement, any prior consent of Licensor that is required before Customer may take an action, may be granted or reasonably withheld in Licensor's sole and absolute discretion.

**17.9 EXPORT CONTROLS:** Customer acknowledges that the Software and Deliverables are subject to the U.S. Export Administration Regulations (the "EAR") and that Customer will comply with the EAR. Customer will not export or re-export the Software or Deliverables, directly or indirectly, to: (1) any countries that are subject to US export restrictions (currently including, but not necessarily limited to, Cuba, Crimea region of Ukraine, Iran, North Korea, Sudan, and Syria); (2) any end user who Customer knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems; or (3) any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the US government. In addition, Customer is responsible for complying with any local laws in its jurisdiction which may impact Customer's right to import, export or use these products.

**17.10 GOVERNING LAW AND JURISDICTION:** This Agreement will be governed by the laws of the State of California and the federal laws of the United States. Each Party hereby agrees that the exclusive jurisdiction and venue for any action arising out of or related to this Agreement or its subject matter will lie exclusively in the state and federal courts located in Santa Clara, California. This Agreement is not subject to the United Nations Convention of Contracts for the International Sale of Goods.

**17.11 INJUNCTIVE RELIEF:** The Parties agree that in case of a breach of the provisions of this Agreement relating to Confidential Information or intellectual property rights or in

case of the unlicensed use or exploitation of the Software, a remedy at law will not be adequate for the non-breaching Party's protection, and accordingly the non-breaching party will have the right to seek, in addition to any other relief and remedies available to it, preliminary and final injunctive relief to enforce the provisions of this Agreement in any court of competent jurisdiction.

**17.12 PUBLIC ANNOUNCEMENTS:** Each Party acknowledges that the other Party may desire to use its name and logo in its web site, press releases, product brochures and financial reports indicating that Customer is a licensee of Licensor, and each Party agrees that the other Party may use its name and logo in such a manner. Each Party reserves the right to review any use of its name or logo and to grant or withhold permission, provided that permission will not be unreasonably withheld, conditioned or delayed.

**17.13 COUNTERPARTS:** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one instrument.

**17.14 HEADINGS:** The headings in this Agreement are inserted for convenience only and shall not affect interpretation.

This Agreement (including the Schedules and any Addenda hereto signed by both parties) contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject matter herein.

Customer hereby acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the Parties, by their authorized representatives, have executed this Agreement as follows:

**MATRIX SOFTWARE, INC.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Customer:** \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **SCHEDULE A**

1. **Licensed Software.** The following programs comprise the “Software” licensed under this Agreement:

### ☐ **MATRIX Digital Commerce Platform**

- MATRIX Technology Core
  - high speed decision engine
  - in-memory database
  - clustering
  - traffic routing agent, and
  - cloud-native Kubernetes operator
- MATRIX Subscriber Management Application
  - Subscriber and device profiles
  - Business logic for managing these profiles
- MATRIX Charging Application
  - Catalog for rating, charging and discounting for goods and services
  - Business logic for managing this catalog
- MATRIX Business API Gateway
  - A gateway exposing MATRIX Rest API's to allow custom mobile applications, Web clients, and other custom implementations to integrate with MATRIX Applications.
- My MATRIX Application
  - A web-based GUI used to configure the MATRIX product and services catalog .

### ☐ **MATRIX DIAMETER Gateway**

- DIAMETER gateway and support for 3GPP-based protocols (Gy, Ro, Sy, Gx, Sh and Rx).

### ☐ **MATRIX SG SBA Gateway**

- Service-based Architecture NF Support
- Registration/Heartbeating with NRF
- Interworking with SCP
- Support for Nchf interface, services supported:
  - Nchf\_ConvergedCharging (N40)
  - Nchf\_SpendinglimitControl (N28)
- Provides a mechanism to generate CHF CRDs as per 3GPP standards
  - CHF CDRs are streamed via a Kafka Producer into a Kafka cluster
  - CDRs are streamed in JSON format for Kafka consumers to read

☐ **MATRIX Policy Application**

- Subscriber Policy control capability for 3G and 4G networks for 3GPP access.
- Static PCC Rule install support over Gx interface to PCEF
- Dynamic PCC Rule install support over Gx interface using Rx interface to IMS

☐ **MATRIX CAMEL & SIGTRAN Gateway**

- MATRIX Call Control Framework
  - MATRIX SIGTRAN Network Enabler (NE).
  - MATRIX CAMEL Gateway
- MATRIX Messaging Framework

☐ **MATRIX Event Repository**

- An event repository which may be used for long term storage and querying of event data.
- Support for G/L event processing and revenue recognition reporting.

☐ **MATRIX Event Streaming**

- Publishing pod filtering and streaming.
- Streaming Framework adapters to integrate remote targets.

☐ **MATRIX Payment Gateway Integration**

- Business API Gateway payment support.
- Payment integration framework to external payment gateway.

☐ **MATRIX CHF CDR Kafka Utilities**

- ASN.1 Converter to act as a Kafka consumer to read CDRs produced by the SG SBA Gateway and convert to ASN.1 format.

☐ **MATRIX Notification Framework**

- Framework for configuration and enrichment of external message delivery .
- Adapters to connect to SMSC, Email and Push Notification services.

**IMPORTANT Third Party Software Dependencies!** The following 3rd party software programs are required for some configurations and components of the Licensed Software. Licensee must purchase licenses and support for these third party programs as MATRIXX is not a distributor of these programs.

- MATRIXX Event Repository requires **MongoDB** .
- Cloud-native deployments of the MATRIXX DCP run on Docker containers managed by Kubernetes and a **production-grade fully-supported distribution of Kubernetes** is required.
  - This is mandatory for 5G SBA deployments including, CHF CDR Kafka Utilitles.
  - CHF CDRs for SG SBA deployments are generated and streamed using Kafka.
- **Prometheus** is recommended for application and cluster metric collection and monitoring.
- A CCH subscription and tax software license and support is required to use the MATRIXX CCH (product for use in the United States and Canada only).

**Exclusions from Licensed “Software”:** Only the products and functionalities whose boxes are checked (and updates and upgrades thereof) are included as part of the “Software” licensed under this Agreement. Products and functionalities whose boxes are not checked, or that are developed and licensed separately by Licensor are not included in the Software licensed under this Agreement.

2. Initial Maximum License Capacity: \_\_\_\_\_ Subscribers
3. Territory: \_\_\_\_\_
4. Scope (types of use for which the Software will be used):
  - ☐ Pre-Paid Voice
  - ☐ Post-Paid Voice
  - ☐ Pre-Paid Data
  - ☐ Post-Paid Data
  - ☐ Other: \_\_\_\_\_
5. Support Level: Premium (includes updates and upgrades)
6. License Term: \_\_\_\_\_ years, commencing on the Effective Date.

7. Pricing. Customer shall pay Licensor a non-cancellable and non-refundable combined license and support fee in the amount of \$ \_\_\_\_\_ in accordance with the following table:

Description	Annual Fee (USD)	Payment Due Date
Annual License and Support fee for _____ Subscribers	\$ _____	Effective Date

8. Additional Subscriber Pricing. Licensor agrees that during the Term of this Agreement Customer may purchase additional Device licenses for an annual fee of \$ \_\_\_\_\_ per Subscriber.

## SCHEDULE B

### MATRIX SOFTWARE MAINTENANCE & TECHNICAL SUPPORT SERVICES POLICY AND PROCEDURES

#### 1. OVERVIEW.

- 1.1. To receive the maintenance and technical support services set forth in this Maintenance and Technical Support Services Policy ("Technical Support Policy"), all Licensor software programs must be properly licensed. Technical support is provided for issues that are demonstrable in supported releases of a Licensor Software program, running unaltered, and on certified hardware, database and operating system configuration specified in the product Documentation.
- 1.2. This Technical Support Policy is subject to change at Licensor's discretion, provided that such changes will not result in a material reduction in the level of the services provided for supported programs during the support period for which fees for technical support have been pre-paid.

#### 2. DEFINITIONS.

Any capitalized term not defined in this Technical Support Policy shall have the meaning ascribed to it, if any, in the Software License and Services Agreement to which this Schedule B is affixed. The following words shall have the following meanings when used in this Schedule B:

- 2.1. **"Business Day"** means a day other than Saturday, Sunday, or a national holiday in the country where the production instance of the Software is installed.
- 2.2. **"Bypass"** means a procedure or Workaround communicated by Licensor to Customer, which permits Customer to avoid Error(s) by implementing the same when using the Software.
- 2.3. **"Enhancement(s)"** means a modification to the Software that alters the functionalities described in the documentation without materially degrading the functionalities or performance of the Software as set forth in the Documentation.
- 2.4. **"Error(s)"** means a failure of the Software to conform to the Documentation.
- 2.5. **"Final Correction"** means a permanent means for resolving an Error and restoring functionality to the Software.
- 2.6. **"High Availability"** means a system designed and set up so that if the primary computer system or network has a hardware or software failure, the system fails over into a backup system, thus enabling business to go on as usual. Once the problem is resolved, the system fails back to the primary system.
- 2.7. **"High Availability Production Environment"** means the use of the Software in live commercial production in a High Availability setting.
- 2.8. **"License(s)"** shall mean any license or licenses granted by Licensor to Customer to use the Software under the Agreement.
- 2.9. **"Object Code"** shall mean the binary machine readable version of the Software.
- 2.10. **"Support Services"** shall mean the services to be provided under this Schedule B.
- 2.11. **"Severity Level"** shall mean the level of severity assigned to a reported Error with the Software, in accordance with the Severity Level definitions set forth in Appendix A to this Schedule B.

- 2.12. **“Site”** shall mean a Customer computer facility located in one specific geographic location.
- 2.13. **“Software”** shall mean Licensor’s proprietary software programs, including as modified with Customer’s specified enhancements, including Bypasses, Enhancements, Updates, Upgrades, and related user Documentation. The term “Software” includes Software Products.
- 2.14. **“Software Products”** shall mean all physical components, other than program codes that are offered by Licensor, including but not limited to, manuals, Documentation, magnetic media, job aids, templates, and other similar devices.
- 2.15. **“Update”** means a subsequent release of a licensed Software program which Licensor generally makes available for program licenses to its supported customers at no additional license fee provided such customers have ordered a technical support offering that includes software Updates for such licenses for the relevant time period. Updates do not include any release, option or future program that Licensor licenses separately. Updates are provided when available (as determined by Licensor). Licensor is under no obligation to develop any future programs or functionality. Updates are made available for Internet download. Customers are responsible for copying, downloading and installing Updates.
- 2.16. **“Upgrades”** means a new release or version of the Software constituting a compendium of Enhancements.
- 2.17. **“Workaround”** means a temporary fix deployed until a permanent solution to the problem is attained.
- 2.18. **“You”** and **“Your”** refer to the Customer party to the Software License and Services Agreement to which this Schedule B is affixed.

### 3. TECHNICAL SUPPORT FEES

Technical support fees are due and payable annually in advance of a support period. A customer’s written commitment to pay is required to process a technical support order with Licensor. Invoices are issued following receipt of a customer’s written commitment to pay and are sent to customer’s designated billing address. Failure to submit payment will result in the termination of support.

### 4. SUPPORT PERIOD

Technical support commences upon the effective date of the associated software licenses. Without prejudice and subject to Licensor’s warranty obligations, technical support services fees are non-cancelable and non-refundable. Unless otherwise set forth in this Agreement, Licensor is not obligated to provide technical support beyond the end of the support period.

### 5. ASSUMPTIONS

The following assumptions are prerequisites to Licensor’s ability to perform its obligations under this Technical Support Policy and Licensor shall have no liability for any delay or failure to perform as set forth herein to the extent such delay or failure is attributable to any of the following:

- You must deploy a redundant standby Licensor system, including without limitation the deployment of redundant standby application load balancers and the bandwidth between sites must meet or exceed the levels certified in writing by Licensor for your deployment and performance needs.
- The hardware used in your production and backup systems must be certified in writing by Licensor as adequate for the intended performance loads.
- You must use redundant configuration of proxy servers.
- Licensor must have remote access to the Licensor platform (provided Licensor shall comply with the customer’s lawful and reasonable security policies).
- Hardware that is dedicated to Licensor system functions will not be shared or utilized for other (non-Licensor) applications.

## **6. CUSTOMER OBLIGATIONS**

### **6.1. Training.**

- 6.1.1. You must designate an appropriate number of individuals who will be responsible for the day-to-day operations of the Licensor system. All such designated persons must attend appropriate Licensor product training and obtain the free product certifications that are available.
- 6.1.2. If you are deploying CSR or self-care applications, you must establish a helpdesk and you will function as the first line of technical support and the sole liaison to your customers. An L1-L\$ RACI will be provided

### **6.2. Other Customer Obligations.** You will:

- 6.2.1. Promptly inform Licensor of any changes (or contemplated changes) to your network or operating environment that may impact the Licensor solution.
- 6.2.2. Implement reasonable measures to detect issues in a timely manner.
- 6.2.3. Proactively and regularly monitor the health of the Licensor system.
- 6.2.4. Report all errors through the MATRIXX Support Portal in a timely manner.
- 6.2.5. Not disable system alerts or alarms.

## **7. TECHNICAL SUPPORT CONTACTS**

- 7.1. Your technical contacts are the sole liaisons between you and Licensor for technical support of programs. Your technical contacts must have, at a minimum, initial basic product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts must be knowledgeable about the Licensor programs and your operating environment in order to help resolve system issues and to assist Licensor's Support Services Organization ("SSO") in analyzing and resolving service requests. When submitting a service request, your technical contact must have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist SSO in diagnosing and triaging the problem. To avoid interruptions in support services, you must notify SSO whenever technical contact responsibilities are transferred to another individual.
- 7.2. You may designate one (1) primary and three (3) backup individuals ("technical contact") to serve as liaisons with SSO. Your primary technical contact shall be responsible for (i) overseeing your service request activity, and (ii) developing and deploying troubleshooting processes within your organization. The backup technical contacts shall be responsible for resolving user issues. You may be charged a fee to designate additional technical contacts.
- 7.3. Licensor may review service requests logged by your technical contacts, and may recommend specific training to help avoid service requests that would be prevented by such training.

## **8. FIRST AND SECOND LINE SUPPORT**

- 8.1. You are required to establish and maintain the organization and processes to provide "First Line Support" for the supported programs directly to your users. First Line Support shall include but not be limited to (i) a direct response to users with respect to inquiries concerning the performance, functionality or operation of the supported programs, (ii) a direct response to users with respect to problems or issues with the supported programs, (iii) a diagnosis of problems or issues of the supported programs, and (iv) a resolution of problems or issues of the supported programs.

- 8.2. If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues of the supported programs, you may contact Licensor for “Second Line Support”. You shall use commercially reasonable efforts to provide Licensor with the necessary access (e.g., access to repository files, log files, or database extracts) required to provide Second Line Support; however you must not provide Licensor with access to any health, payment card, or other sensitive personally identifiable customer or employee data except to the minimum extent necessary for Licensor to provide Second Line Support.
- 8.3. Second Line Support shall consist of (i) a diagnosis of problems or issues of the supported programs and (ii) reasonable commercial efforts to resolve reported and verifiable errors in supported programs so that such supported programs perform in all material respects as described in the associated documentation.

## 9. PERFORMANCE WARRANTY

- 9.1. All Support Services performed by Licensor under this Schedule B shall be performed by Licensor in a professional manner in accordance with industry standards. If Licensor receives written notice of defects in the Support Services, Licensor shall promptly re-perform the non-conforming Support Services at its own expense. Licensor does not warrant that the Support Services or Software will be uninterrupted or error free.
- 9.2. Claims against the warranty set forth in Section 9.1 above must be reported as soon as commercially practicable, but in no event more than thirty (30) days from the performance of the non-conforming Support Services.
- 9.3. Licensor shall not be responsible for maintaining any hardware or third party software not licensed from Licensor.

## 10. SUPPORT SERVICES

- 10.1. **Reporting Technical Support Issues.** Customer shall initiate all Support Requests by logging a trouble ticket via Licensor’s Support Services website: <http://support.matrixx.com>.
- 10.2. **Assignment of Severity Levels.** A Severity Level shall be indicated by Customer at the time of logging a Support Request. Licensor reserves the right to change the Severity Level designation (i) if it reasonably determines that the Severity Level has been incorrectly designated, or (ii) a Severity Level designation may be downgraded to reflect changed circumstances (for example, a Severity Level 1 error may be downgraded to Severity Level 2 or 3 after a workaround has been implemented).
- 10.3. **Investigation of Errors.** All Errors shall be investigated and if the Error relates to the Software, or is directly caused by the Software, (a) an Error Report shall be opened, (b) the Error shall be assigned a Severity Level (as per the provisions below), and (c) the Error shall be addressed in accordance with the procedures and processes set forth in this Technical Support Policy.
- 10.4. **Regular Activity Reports.** Upon written request by Customer, Licensor shall provide: (a) a status report of Error resolution activities; and (b) a status report of all outstanding Error Reports. Such status reports shall contain Licensor’s tracking number, Error description, Error resolution status, and a definitive resolution time frame and release number for all Errors.
- 10.5. **Minimum Maintenance Support Term.** Licensor agrees that Support Services will be available for the then current Release and two immediately previous sequential Major Releases.
- 10.6. **Intellectual Property Rights.** Title to all Bypasses, Updates, Enhancements, and Upgrades shall remain solely and exclusively with Licensor and shall be deemed to constitute Software under the Software License and Services Agreement.

## 11. OUT OF SCOPE PROBLEMS



11.1. Any time incurred by Licensor in diagnosing or fixing problems that are not caused by the Software, or are not covered by this Technical Support Policy are billable to the Customer at Licensor's then-existing rates, with a one-hour minimum per call.

11.2. Any travel and expenses incurred in conjunction with out of scope maintenance and support shall be billed to Customer at Licensor's actual costs.

## **12. DESIGNATED CUSTOMER PERSONNEL.**

The Customer shall identify its first and second line designated support services contacts by name and location. The personnel identified shall have authority to authorize an investigation of software problems and have knowledge of the rules of engagement for maintenance and support. The list of authorized Customer contact personnel is set forth in Appendix B of this Schedule B. The list may be revised by Customer at any time as long as Licensor is informed in writing and such list does not exceed a maximum of four (4) Customer contact personnel without Licensor's prior written consent.

## **13. CONFIDENTIALITY.**

The confidentiality provisions of the Software License and Services Agreement shall apply to any Confidential Information provided by one party to the other under this Schedule B.

## **14. INDEPENDENT CONTRACTOR.**

All work performed by Licensor in connection with the Software and/or Support Services described in this Schedule B shall be performed by Licensor as an independent contractor and not as the agent or employee of Customer. All persons furnished by Licensor shall be for all purposes solely the Licensor's employees or agents and shall not be deemed to be employees of Customer for any purpose whatsoever. Licensor shall furnish, employ, and have exclusive control of all persons to be engaged in performing maintenance services under this Schedule B and shall prescribe and control the means and methods of performing such maintenance services by providing adequate and proper supervision. Licensor shall be solely responsible for compliance with all rules, laws, and regulations relating to employment of labor, hours of labor, working conditions, payment of wages, and payment of taxes, such as employment, Social Security, and other payroll taxes including applicable contributions from such persons when required by law.

## APPENDIX A

### Error Classifications and Procedures for Addressing Errors

#### Classification of Errors

All Errors reported by Customer to Licensor shall be assigned a Severity Level at the time the issue is logged via Licensor Customer Support Web Interface. Licensor reserves the right to re-classify severity levels that have been incorrectly assigned or as issues are resolved or Bypasses and Workarounds become available. Errors shall be classified as follows:

**Severity Level 1 “Urgent”** – means the Software is installed and operating in a Licensor certified<sup>1</sup> High Availability Production Environment and is not functioning to the degree that it is (a) causing system wide outages that prevent the Customer’s customers from accessing service, or (b) preventing or substantially impairing revenue generating activities. Examples of Severity Level 1 Errors include:

1. The Customer’s High Availability Production Environment is down and will not restart.
2. A malfunction of the Software that causes a disruption of service delivery.
3. Software is generating a data corruption condition that halts online and other processing and no Bypass is available.

**Severity Level 2 “High”** – means the Software is running but Customer is unable to use major portions of the Software and no Bypass is available. Some examples of Severity Level 2 Errors are as follows:

1. Intermittent Error in a live, production system continues processing with no Bypass.
2. One or more major functional components of the Software are unavailable with no Bypass.
3. Issue is blocking imminent deployment or key stages in the project life cycle such as UAT/SIT (provided that the dates of such events have been clearly communicated to Licensor.)

**Severity Level 3 “Normal”** - means that the Software is operating close to normal, but there is a non-critical Error for which an operational Bypass exists for such Error.

**Severity Level 4 “Low Impact/Technical Queries”** - means purely cosmetic Errors, documentation anomalies and requests for Enhancements.

**Out-of-Scope** - A reported problem is out-of-scope when it is determined not to be related to the Software and is beyond the bounds of Licensor’s responsibility. Examples of such unrelated problems include, but are not limited to, Customer host or third party applications software, failure or interruption of Internet connectivity or Customer’s internal or external network(s), Customer hardware and cabling, power or environmental conditions, and human error.

**NOTE: TWO PHYSICALLY SEPARATE, HIGHLY-RELIABLE, NETWORK-GRADE CONNECTIONS ARE REQUIRED AT ALL TIMES BETWEEN THE PRIMARY AND SECONDARY LICENSOR SYSTEMS IN ORDER TO AVOID AGAINST POTENTIAL SYNCHRONICITY ISSUES.**

---

<sup>1</sup> Written certification from Licensor verifying that the software is properly installed and configured on sufficient hardware to support the High Availability operations contemplated by the Parties.

## Target Objectives

Severity Level	24x7	Response Time	Bypass	Final Correction
Severity 1 (Urgent)	Y	15 min	2 Hours	10 Calendar Days
Severity 2 (High)	Y	2 hours	1 Day	30 Calendar Days
Severity 3 (Normal)	N	8 Hours	N/A	Next Release
Severity 4 (Low)	N	Next Business Day	N/A	Next Release

### Severity Level 1- Urgent

**Error Resolution** - Immediate steps shall be taken toward solving the Error. Licensor will work to resolve Severity Level 1 Errors on a twenty-four (24) hour basis until the Error is resolved. If required, Licensor staff shall be moved off of lower Severity Level Errors to service Severity Level 1 Errors.

**Resource Commitment** - When a Severity Level 1 Error is reported, Licensor shall assign all available resources reasonably required to correct the Error. Work on the Error shall be continuous until a Bypass is found. If system access is required, Customer shall provide a contact available to Licensor and access to its system and software for the duration of the Error correction procedures. Customer will also ensure that a designated contact person will be available at all times until a fix is found. Licensor reserves the right to downgrade the incident if a contact has not been assigned or is not available if such substantially impairs Licensor's ability to effectively address the issue.

### Severity Level 2 – High

**Error Resolution** - Severity Level 2 Errors will be analyzed in the order that they are reported. Severity Level 1 Errors will take priority over Severity Level 2 Errors.

**Resource Commitment** - Appropriate technical resources will be assigned to Severity Level 2 issues as long as Severity Level 1 Errors are not open.

### Severity Level 3 – Normal

**Error Resolution** - Severity Level 3 errors will be researched after Severity Level 1 and Severity Level 2 Errors. The majority of the Severity Level 3 Errors will be scheduled for correction and be resolved as part of the next scheduled Major Release.

**Resource Commitment** - Severity Level 3 fixes will be scheduled for inclusion in the next Major Release to the extent reasonably commercially practicable.

### Severity Level 4 – Low Impact Errors & Technical Queries

**Error Resolution** - Severity Level 4 Errors will be addressed at Licensor's discretion after all higher Severity Levels Errors have been corrected or subject to resource availability. Licensor shall use commercially reasonable efforts to evaluate Severity Level 5 issues in a timely manner.

**Resource Commitment** – Fixes for Severity Level 5 Low Impact Faults shall be targeted for inclusion in the next scheduled Major Release to the extent commercially practicable.

## APPENDIX B

### Designated Customer Personnel

The following Customer personnel shall be designated by Customer to contact Licensor in accordance with the terms of this Agreement and shall have authority to authorize an investigation of software errors and have knowledge of the terms and conditions set forth therein:

#### Primary Contact:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

#### Secondary Contacts:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Address: \_\_\_\_\_