



TAB 4F APPROACH TO MEETING HARDWARE AND SOFTWARE EXPECTATIONS

4.3.4.7 Approach to Meeting Hardware & Software Expectations (Label as Tab 4F in your submission)
Behind Tab 4F, the bidder should describe how it will meet the licensing and/or hardware and software ownership obligations associated with the new MMIS. In compliance with federal law, any software designed, developed, or installed pursuant to this RFP will be either owned by the Agency or licensed perpetually to the Agency without an obligation to pay ongoing maintenance should the Agency elect not to pay a maintenance or support fee. Hardware installed in state facilities must be owned by the state at the point that it is installed. Hardware used in any other hosting environment will not be owned by the State and must be included in a hosting fee and designated as such on the bidder's Cost Proposal. The Agency may not use federal funding to pay the successful Contractor to custom code a proprietary system. All custom coding must be owned by the state. The bidder shall clearly identify any variances from these expectations in their Bid Proposal

Our proposed approach to meeting your hardware and software licensing and ownership requirements and expectations detailed above is to use unmodified commercially available software components running on an optimized mix of hardware in both hosted and state facilities. All hardware that we install in state facilities will belong to the state upon installation. The hosted environments are provided as a service and as such, title is retained by the hosting party.

APHP and all of our proposed component applications are commercially available, licensed software. APHP is fully configurable, and able to meet your requirements without custom modifications as detailed in Attachment K of our proposal. This is a critical point, as modifying COTS software negates a large portion of its inherent benefits. Custom modifications could make updates or upgrades to the software much more difficult or impossible. It also can limit the ability to share, or leverage, your investments with other implementations. APHP is extremely configurable so that it can be tailored specifically to your needs, but its SOA framework also plays a critical role. Our framework loosely couples the component applications so that they may be updated independently, and also provides an easy but controlled method of extending product functionality.

We have included the major application component software license and maintenance agreements for our proposed solution. License and maintenance agreements for pre-packaged applications such as 3M or infrastructure software such as VMware and other minor sub-components are available upon request and are standard items shipped with the software.

4F.1 Core Application Components

4.3.4.7.1 Core Application Components.
The successful bidder should possess the ability to update, modify, change, or make a derivative work of core application components of the future MMIS. Generally, the Agency considers "core application components" to be code that will be part of the core MMIS application that is specifically created for the Agency pursuant to the Contract, and proprietary code or other licensed software that is used as part of the core application. Core application components are generally distinct from Third-Party Commercial Software as defined in Section 4.3.4.7.2. While the Agency does not dictate that the successful bidder must directly own all core application components, direct ownership of such core application components provides the greatest security to the Agency by assuring the Agency that the entity under direct contract with the Agency has unfettered access to core application component code and the legal right to update, modify, change, or make a derivative work of the core application component code. Behind Tab 4F, bidders should outline how the bidder can assure the Agency that it will have such unfettered access and authority to update, modify, change, or make derivative works of core application components. To the extent that a bidder's access to core application components is secured through some form of contract or agreement, the bidder shall submit a copy of that document behind Tab 4F. A copy of the Software License Agreement that the Agency expects to use for core application components of any new MMIS can be found in the On Line Bidders Library. Examples of core application components subject to this licensing requirement would be intellectual property owned by the bidder, a subcontractor, or an affiliate. Such intellectual property must be escrowed with an escrow agent, and a draft escrow agreement is attached to the Software License Agreement so that bidders can consider the cost associated with escrow in their bids.

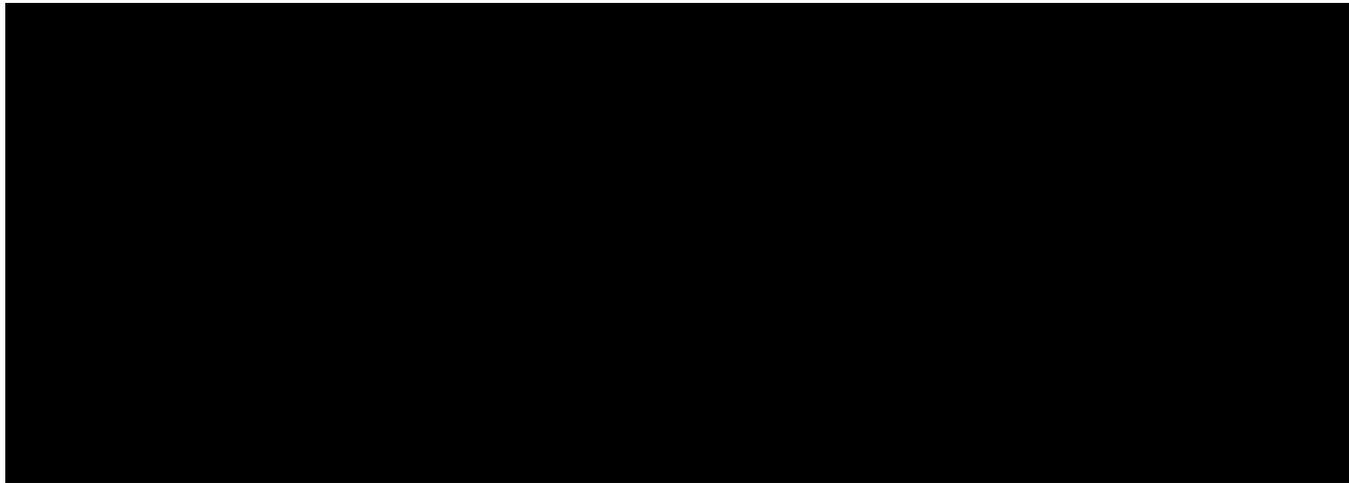
We understand and agree with the State's position that the 'best-risk' scenario for the Agency is one wherein the MMIS vendor under direct contract with the Agency owns all of the MMIS core application components. With our APHP MMIS solution, you get exactly what you desire, an MMIS in which all core application components, i.e., our APHP framework and Claims Engine, are owned by Accenture. We have full and seamless rights to add, change, delete, or replace application code for these core components as necessary.



However, because our core application components are COTS products themselves, we anticipate that we will be able to meet all of the Agency’s needs through product configuration, interface/integration, environment setup, and/or planned product upgrades.

Each APHP software component is a COTS product with planned roadmaps and releases. As shown in Figure 4F-1, we have laid out a plan, or roadmap, that contains the product strategy and enhancement/update sequencing slated for future APHP commercial product releases. Currently the APHP product is Release 3.0; next planned release is [REDACTED].

Changes to APHP core application components are consolidated into scheduled APHP updates/releases, patches, and hot fixes; the same as any other commercial software product.



4F.2 Third Party Commercial Software Licensing

4.3.4.7.2 Third Party Commercial Software Licensing.

Bidders may propose software components in an integrated solution that are the intellectual property of third parties that are proprietary and provided at established catalog or market prices and sold or leased to the general public. Examples of such publicly available commercial components include but are not limited to Microsoft SQL Server and Oracle. If the bidder elects to host the system on state infrastructure, to the extent possible, the bidder shall purchase and license for the Agency such state-hosted commercial components using the Commercial Software Licensing Agreement, which is available in the On Line Bidders Library. To the extent that a bidder will be unable to obtain commercial components to be hosted by the State using the Commercial Software Licensing Agreement, the bidder must identify the licensing terms that will be required for each state-hosted commercial component used in the system and must provide a copy of the software license in their bid for such component(s). Such third party, commercial components will not be subject to the escrow requirements associated with bidder-owed intellectual property. If the MMIS is hosted in any environment other than the state infrastructure, the Agency will not license hardware or software other than the core application code. All such hardware, software, and maintenance/support costs associated with hardware and/or software other than the core application must be included in a hosting fee and designated as a hosting fee in the bidder’s Cost Proposal. The bidder shall clearly identify any variances from these expectations behind Tab 4F

While Accenture is the COTS vendor for APHP’s core application component suite, the remaining components that comprise our integrated solution are entirely third party COTS products; all are accompanied by standard commercial software licenses and maintenance/support agreements. Inside the APHP framework, there is no commercial licensing distinction between Accenture’s core application components and the third party commercial software components that sit outside the APHP framework. Each is licensed in the same manner, and provide maintenance and support option.

As Iowa’s Medicaid business needs change or ‘outgrow’ an existing component’s capabilities, we can deliver changes more timely and cost-effectively because in lieu of engaging in a costly product code modification project, our framework solution provides the option to replace the targeted component with a more efficient and effective COTS product.



4F.3 Maintenance and Support Agreements

4.3.4.7.3 Maintenance and Support Agreements.

Bidders should note that the state will not pay separate maintenance or support for commercial components for a system not hosted on state infrastructure. Such non-state hosted component maintenance and support costs must be included in a hosting fee.

Licensed software components used in a state-hosted completed system may be subject to a maintenance and support agreement, as may state-hosted hardware. The license agreement entered into along with any relevant maintenance and support agreement must afford the Agency the right to any enhancements, modifications, upgrades, or replacement software for the licensed component. The Agency anticipates that any software installed as part of the finalized system will be subject to the Software Maintenance and Technical Support Agreement terms included in the On Line Bidders Library. To the extent that a bidder will be unable to obtain maintenance and support for products using the Software Maintenance and Technical Support Agreement terms, the bidder must identify the maintenance and support terms that will be required for each component used in the system and must provide a copy of the maintenance and support terms behind Tab 4F.

All software components that are part of the APHP solution are commercially available products. Our core products (APHP and Quantum Choice) are no exception, and provide for access to any improvements, upgrades or new releases without any additional charge as part of our maintenance and support agreement. Any configurations, modifications, or extensions developed specifically for the state and funded under this agreement remain the property of the state. Likewise we have no restrictions on access to any addition, updates or modifications developed in other states. This truly brings to life the Leverage standard in the CMS Seven Conditions and Standards. Further, we will continuously evaluate the needs and challenges faced by our clients for inclusion into the base product that would be available without charge through our maintenance and support agreement.

Accenture acknowledges that all the COTS products that comprise the APHP solution, including APHP itself, are licensed to the State and all software is to be transferred to the State. The State will own the software licenses and as long as the maintenance fees are paid, will have access to upgrades, releases, and /or version updates of the applications as they become available for general release as covered by the terms of the agreements.

4F.4 Maintenance After Termination or Expiration of the System and Services Contract

4.3.4.7.4 Maintenance After Termination or Expiration of the System and Services Contract.

The successful bidder must pay costs of all maintenance and support of the system, which includes any increases in licensing costs or hardware required to maintain the system at appropriate performance levels to meet the state's needs while this contract is in effect. Any such costs must be included in the bidder's firm, fixed-price bid. The sample support agreements referenced above provide cost escalation factors within the documents. When the Contract ends, the Agency will take over the obligation of paying the ongoing maintenance and support costs from the date of termination or expiration of the Systems Services Contract forward. For a MMIS hosted on state infrastructure, the maintenance and support obligations of all hardware and software will transfer to the state at the termination of the System Services Contract. For a system hosted in any other fashion, the maintenance and support obligations of the core application software transfers to the state at the termination of the Contract.

Accenture acknowledges the requirement and has included the costs for the hardware, license and software maintenance for our proposed solution as described in our response. Support obligations for hardware and software will transfer to the State at termination of the System Services Contract and are covered by the license, and maintenance agreements which the State may continue at its discretion.

4F.5 Licensing and Maintenance/Support Agreements

Within this section, we provide the licensing and maintenance/support agreements for APHP and major application components of our proposed solution. Microsoft, Pitney-Bowes, and ArcSight state license agreements in effect as of the date of our proposal submission incorporate the products from those companies that are part of our solution.

**ON-SITE MASTER SOFTWARE LICENSE AGREEMENT
FOR ACCENTURE PUBLIC HEALTH PLATFORM (APHP)**

This **ON-SITE MASTER SOFTWARE LICENSE AGREEMENT** ("Agreement") is made and entered into as of [INSERT DATE] ("Effective Date") by and between Accenture LLP, an Illinois partnership, with offices at 161 North Clark Street, Chicago, Illinois 60601 ("Accenture" or "Licensor") and [INSERT STATE], with offices at [INSERT ADDRESS] ("Licensee"). Licensor and Licensee may also be referred to in this Agreement as the "parties" (or each individually as a "party").

Party Contact Information

Licensee

Accenture LLP

Contact Name:

Contact Name: [REDACTED]

Contact Address:

Contact Address: [REDACTED]

Telephone Number:

Telephone Number: [REDACTED]

Fax Number: [REDACTED]

Fax Number: [REDACTED]

Contact E-Mail:

Contact E-Mail: charles.k.sutton@accenture.com

In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. GRANT OF LICENSE

1.1 License Grant. Subject to payment in full of the License Fee as set forth in the applicable Schedule and compliance with the terms of this Agreement, Accenture hereby grants to Licensee a limited, non-transferable (except as provided in Section 9.2 below), non-exclusive license ("License") to install and use the software ("Software"), documentation ("Documentation"), and other licensed materials (Software, Documentation and other licensed materials, individually and collectively the "Licensed Materials") solely for its internal business purposes, including provision of government services to Licensee's citizens and constituents. The License granted hereunder is limited and the Licensed Materials may only be used as described in this Agreement. All rights not expressly granted to Licensee in this Agreement and the applicable Schedule are reserved to Accenture. The Licensed Materials are identified on one or more Schedules attached to this Agreement and made a part hereof. The Licensed Materials exclude any Third Party Dependent Software as further described in the applicable Schedule. Except as otherwise agreed, Licensee will be responsible for acquiring its own license to all Third Party Dependent Software prior to the applicable License Effective Date identified in the applicable Schedule.

1.2 Back-up Copies. Licensee may make a reasonable number of non-production copies of the Licensed Materials solely for testing, backup and archival purposes. Such copies must retain all copyright and proprietary notices and legends contained in and on the original copy and are subject to all the terms and conditions in this Agreement.

1.3 Accenture Audit Rights. Accenture reserves the right, upon reasonable prior notice to Licensee and during normal business hours, to audit usage of the Licensed Materials for the purpose of verifying Licensee's compliance with the terms of this Agreement. Accenture will conduct its audits at Licensee's facility in a manner that will not unreasonably interfere with Licensee's business operations and comply with the applicable security restrictions at such facility that it is made aware of in advance of the audit. Licensee shall audit its use of the Software on an annual basis and shall certify to Accenture that its use of the Software is in compliance with the obligations set forth in this Agreement and the applicable Schedule. In addition, Licensee shall also annually certify the then-current and attested amount specific to the form of calculation identified in the applicable Schedule.

1.4 Government Use. The Software and solution (individually and collectively with other Licensed Materials the "Solution") licensed under this Agreement is proprietary "commercial computer software" funded entirely at private expense. All right, title and interest in the Solution belongs solely and exclusively to Accenture. The parties expressly stipulate and agree that the Solution constitutes proprietary software under 45 CFR § 95.617(c). Any derivatives, modifications, changes, translations or fixes ("Derivatives") to the Solution and to

the documentation shall be exclusively owned by Accenture, and Licensee shall be granted a license to such Derivatives on the same terms as the license granted for the Licensed Materials.

2. TERM

The term of each License granted hereunder is as specified in the applicable Schedule ("Term"). Notwithstanding the foregoing, any perpetual License granted hereunder is revocable if Licensee fails to pay any amounts due under this Agreement per the termination provision in Section 8.1 below.

3. LICENSE FEE AND TAXES

3.1 License Fee. In consideration of the License granted for the Term, Licensee shall pay Accenture a License Fee (exclusive of all taxes, tariffs, duties or similar charges) in the amount and manner specified in the applicable Schedule. In the event Licensee fails to pay any amount not the subject of a good faith dispute when due, Licensee agrees to pay interest on the unpaid amount (inclusive of taxes and/or duties) at a rate of one and a half percent (1½%) or the highest rate allowed by applicable law, whichever is less, for each month that payment is overdue.

3.2 Taxes and Other Charges. Licensee agrees to pay in addition to the License Fees all applicable duties, tariffs and similar charges which may apply or be charged under applicable laws and regulations as well as all taxes at the appropriate rate resulting from any transaction under this Agreement including, without limitation, sales, use, excise, value-added, goods and services, consumption, business and other similar taxes, except taxes based on Accenture's income or property. Should the payment of the License Fee be subject to withholding tax by any government, Licensee shall reimburse Accenture for such withholding tax upon request. Licensee will reimburse Accenture for any deficiency relating to taxes and other charges that are the Licensee's responsibility under this Agreement. Each party shall provide and make available to the other party any exemption certificates, treaty certification or other exemption information reasonably requested by the other party.

4. DELIVERY AND INSTALLATION

4.1 Delivery. Accenture may make the Licensed Materials available to Licensee for electronic download at the electronic delivery web site indicated in the applicable Schedule, or via another mutually acceptable electronic transmission method. Licensee shall have 30 days from download to complete and return the attached Certificate of Electronic Delivery.

4.2 Upgrades or Enhancements. If any enhancements or Software upgrades are provided under any separate maintenance agreement, such enhancements and Software upgrades are provided and shall be deemed a part of the Licensed Materials hereunder.

5. PROPRIETARY PROTECTION AND RESTRICTIONS.

5.1 Ownership. Accenture (and/or Accenture's licensors as applicable) shall have sole and exclusive ownership and all rights, title and interest in and to the Licensed Materials and all derivative works, modifications and enhancements thereof (including ownership of all trade secrets, patents, copyrights and any other intellectual property rights pertaining thereto), subject only to the license rights expressly granted pursuant to this Agreement.

5.2 Restrictions. Licensee may not use, copy, modify, or distribute the Licensed Materials (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by this Agreement. Licensee may not (and shall not permit others to) reverse assemble, reverse engineer, reverse compile, or otherwise translate the Licensed Materials in any manner except to the extent that applicable law specifically prohibits such restrictions. Except as expressly provided in Section 9.2(b) below, Licensee's rights herein may not be transferred, leased, encumbered, or assigned. The License granted herein permits Licensee to use the Licensed Materials solely for its own benefit and its own internal business operations. No hosted work, multiple-user license, multi-party access arrangement, aggregation, or similar purpose for the benefit of a third party is authorized by the License granted herein.

5.3 Confidentiality. Each party acknowledges that in the course of this business relationship it may have access to information which is proprietary, secret, private, and confidential ("**Confidential Information**") and

which belongs to the other party. Subject to the obligations imposed on Licensee under its applicable open records of freedom of information laws, the Licensed Materials and the terms of this Agreement are Confidential Information of Accenture. Each party agrees not to disclose any Confidential Information of the other received as a result of this Agreement that have been appropriately marked as confidential, proprietary or trade secret in accordance with the applicable provisions of the FOIA, to any third party without the written consent of the other party; *provided, however*, each party may permit access to Confidential Information to employees and agents who have a need to know such information of that party and who have agreed to keep such information confidential under confidentiality obligations consistent with this Agreement. Confidential Information does not include any information which: (a) is or becomes generally available to the public through no disclosure in breach of this Agreement; (b) is wholly and independently developed by the receiving party without the use of the disclosing party's Confidential Information; (c) becomes available to the receiving party from a source not a party to this Agreement, provided that such source is not violating any contractual or legal obligation; (d) was known on a lawful, non-confidential basis by the receiving party prior to disclosure; or (e) is required, based upon the reasonable advice of counsel, to be disclosed by any applicable law, regulation or competent judicial, governmental, or other authority. If the receiving party becomes legally required to disclose any Confidential Information, the receiving party shall, to the extent practicable and not prohibited under applicable law, provide the disclosing party with prompt written notice of such requirement so that the disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with respect to that disclosure. Each party will exercise commercially reasonable efforts not to disclose any personal data to the other party and to restrict the other party's access to its personal data, but if a party is given access to the other party's personal data, the receiving party will protect such personal data using a reasonable standard of care. Data that is transmitted by or for Licensee through use or operation of the Software, including any personal data that is required to be provided by Licensee to authorized individuals and entities other than Licensor to complete transaction processing activities, will be the responsibility of Licensee.

5.4 Access by Contractors. Licensee may only disclose the Licensed Materials (excluding any source code) to third parties performing services for Licensee and with a need to know, provided the third parties sign a nondisclosure agreement with Accenture prior to their use or access. Any use or access by such third parties shall be solely for the purpose of conducting, or assisting Licensee with the conduct of, its internal business operations, including the provisions of government services to the citizens of the [State].

6. WARRANTIES AND INTELLECTUAL PROPERTY INDEMNITY

6.1 Warranties.

6.1.1 **Conformance.** Accenture warrants that for a period of sixty (60) days from the date that Accenture provides the Software to Licensee ("Warranty Period"), the Software, as delivered to Licensee, will materially conform to, and function in all material respects as specified in, the Specifications identified in the applicable Schedule (the "Warranty Criteria"). In the event the Software fails to meet the Warranty Criteria, and Licensee has provided written notice to Accenture within the Warranty Period regarding such failure (including information sufficient to re-create such failure, or information that sufficiently documents a repeated occurrence of such failure), Accenture will make commercially reasonable efforts to promptly correct any such failure. This warranty is expressly conditioned on Licensee's compliance with each of the operating, security, and data-control procedures set forth in the Documentation as well as maintaining the Designated Equipment in the configuration specified in the Documentation. For purposes of the foregoing, Software does not include derivative works, architecture tools, architecture utilities, toolkits, training, Documentation or source code, any and all of which are provided "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY TYPE.

6.1.2 **No Disabling Code.** Accenture will not include, activate or invoke (or knowingly permit the inclusion, activation or invocation of) any Disabling Code (as defined below) in the Software. "Disabling Code" means any code, mechanism, feature or function that is designed to permit Accenture or any third party to disable, deactivate, damage, delete, lockup, discontinue or shut down one or more software programs or systems or otherwise terminate or prevent Licensee's use of the Software (including, by way of example, "time bombs," "trap doors," "data destruction keys," and similar code or devices).

6.2 Exclusive Remedy. In the event the Software fails to perform as warranted, Accenture shall use commercially reasonable efforts to correct any such failure which materially impairs the performance of the Software. In the event Accenture is unable to correct such failure by exercising reasonable commercial

efforts, Accenture may, at its option, terminate this Agreement and, as Licensee's sole remedy, refund the License Fee paid hereunder.

6.3 No Other Warranties. EXCEPT AS SET FORTH IN THIS SECTION, ACCENTURE MAKES NO OTHER WARRANTIES AND EXPRESSLY DISCLAIMS ANY OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE LICENSED MATERIALS AND/OR SERVICE QUALITY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, INFORMATIONAL CONTENT AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. NO WARRANTY IS MADE THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. LICENSEE ACCEPTS RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS INTENDED RESULTS.

6.4 Indemnity -- Third Party Claims. Accenture will indemnify Licensee, including Licensee's instrumentalities, agencies, departments, boards, political subdivisions and their respective officers, agents and employees (collectively, the "Indemnitees"), by defending or settling any third party claim against the Indemnitees and pay damages and costs finally awarded against the Indemnitees by a court of competent jurisdiction or that are included in a settlement approved by Accenture (including payment of attorneys' fees and expenses), to the extent the Software (not including any third party software) is held to infringe a valid patent issued as of the Effective Date, copyright, or trade secret of any third party enforceable in the United States. This obligation is contingent upon: (i) Licensee's prompt written notification to Accenture of the claim; (ii) Licensee's tender to Accenture of the case and settlement negotiations; (iii) Accenture's sole control of the defense and settlement negotiations related to the claim; (iv) Licensee's assistance (at Accenture's expense) in the defense or settlement of the claim; and (v) Licensee not making any admission prejudicial to the defense of the claim. Licensee agrees to take all reasonable steps to mitigate any losses. Accenture shall not (without Licensee's prior written consent, which consent shall not be unreasonably withheld) consent to the entry of any judgment or enter into any settlement of any such claim that requires Licensee to give up any existing rights of Licensee or subject Licensee to any additional obligation or liability. No indemnity is required of (or provided by) Licensee under this Agreement.

6.5 Remedy. In addition to the above indemnity, if the Software (not including any third party software) is held to be infringing or where Accenture believes it may be infringing, Accenture may at its expense and option, obtain for Licensee the right to continue using such Software or modify or replace such Software with non-infringing software of similar functionality provided it does so without materially degrading or impairing the functionality or performance of the Software.

6.6 Exclusions. Accenture will not be liable to indemnify the Licensee under Section 6.4 if an infringement claim is based upon: (i) use of the Software in any combination with components not supplied or approved by Accenture, unless such combination was made by or at the specific direction (or with the written authorization) of Accenture; (ii) modification of the Software based on the direction or design requirements provided by Licensee or modifications made by anyone other than Accenture including, without limitation, Licensee created derivatives; (iii) use of Software where a non-infringing version or release of the Software with substantially similar or equivalent functionality which was offered by Accenture to Licensee would have avoided the claim or infringement; (iv) use of third party software which is delivered or used in conjunction with the Software that by itself causes the infringement; or (v) use of the Software in violation of any of the terms of this Agreement.

6.7 Exclusive Remedies. The remedies stated in this section 6 are the sole and exclusive remedies of licensee with respect to any warranty claim or claims for intellectual property infringement related to the software.

7. LIMITATION OF LIABILITY

7.1 Limitation of Liability. ACCENTURE'S LIABILITY TO LICENSEE UNDER EACH SPECIFIC SCHEDULE ATTACHED TO THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE LICENSE FEE PAID BY LICENSEE FOR THE THEN CURRENT TERM (OR RENEWAL TERM, AS THE CASE MAY BE) FOR THAT SPECIFIC SCHEDULE.

7.2 Disclaimer of Consequential Damages. IN NO EVENT WILL ACCENTURE BE LIABLE TO LICENSEE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOSS OF PRODUCTION, LOSS OF OR CORRUPTION OF DATA, LOSS OF PROFITS OR OF CONTRACTS, LOSS

OF BUSINESS OR OF REVENUES, LOSS OF OPERATION TIME, WASTED MANAGEMENT TIME, LOSS OF GOODWILL OR REPUTATION, IN EACH CASE WHETHER CAUSED DIRECTLY OR INDIRECTLY, OR TO GIVE AN ACCOUNT OF PROFITS TO LICENSEE, OR FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS, DAMAGE, COST OR EXPENSE WHATSOEVER AND WHETHER OR NOT ACCENTURE HAS BEEN ADVISED OF THEIR POSSIBILITY.

7.3 Time Limit. No action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after that party knew or should have known of the event which gave rise to the cause of action.

8. TERMINATION

8.1 Termination for Breach. Licensee may terminate this Agreement and the License hereunder if the Licensor breaches a material provision of this Agreement and fails to correct the breach within thirty (30) days following written notice of the breach. Licensor may terminate this Agreement and the License hereunder if the Licensee fails to comply with the laws of the State of Iowa.; *provided, however*, that the License shall remain in force post-termination of the Agreement as long as Licensee has paid the full License Fee and continues to comply with the License grant and use restrictions set forth herein for a reasonable period of time (not to exceed six (6) months) to allow Licensee to convert from the use of the Licensed Materials.

8.2 Non-appropriations. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds. Therefore, when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, Licensee shall have the right to terminate this License for its convenience upon thirty (30) days written notice to Licensor. In such event, the License shall remain in force post-termination of the Agreement as long as Licensee has paid the full License Fee and continues to comply with the License grant and use restrictions set forth herein.

8.3 Rejection of Executory License. The parties agree that the Software is "intellectual property" as defined in Section § 101(35A) of the U.S. Bankruptcy Code. Licensee shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n) and any amendments thereto (the "Code"). In the event of Accenture's bankruptcy, the parties intend that the provisions of the Code shall apply and that any failure by Licensee to assert its rights to "retain its benefits" to the intellectual property encompassed by the software pursuant to Section 365(n)(1) of the Bankruptcy Code, 11 USC, under an executory contract rejected by the trustee in bankruptcy, shall not be construed by the courts as a termination of the contract by Licensee under Section 365(n)(1)(A) of the Bankruptcy Code, 11 USC. Should Licensee wish to terminate such rights, it shall do so only by giving written notice to such effect.

9. GENERAL

9.1 Modification of the Agreement. The terms of this Agreement may only be modified by a written agreement duly signed by authorized representatives of both parties hereto. Variance from the terms and conditions of this Agreement in any Licensee purchase order or other written notification will be of no effect.

9.2 Assignment. Except as set forth below, neither party may assign or transfer this Agreement, without the prior written consent of the other party. Such consent shall not be unreasonably withheld. Any attempted assignment, delegation or transfer in derogation of this Section 9.2 shall be null and void.

- (a) This Agreement, and any rights regarding it, may be assigned to affiliates of the Licensor, or to successors in interest of substantially all the assets of the Licensor (or to which Licensor transfers title to the Software), if the assignee expressly assumes the Licensor's obligations under the assigned agreement. Licensor must give Licensee reasonable notice of any assignment.
- (b) Licensee may assign this agreement to any other government entity that is duly authorized by the legislature or executive, as applicable, to assume the responsibility for the administration of the government programs for which purpose this License is granted.

9.3 Compliance with Laws. Each party shall perform its obligations under this Agreement in a manner that complies with all federal, state and local laws and regulations that are applicable to such party in the conduct of its business. Licensee will retain responsibility for its compliance with all applicable federal, state and local laws and regulations relating to its use of the Licensed Materials and relating to its business. Licensor will be

responsible for compliance with all applicable federal, state and local laws and regulations relating to its ownership rights in the Licensed Materials and to its business.

9.4 Publicity.

9.4.1 Media Inquiries. In the event of a media report or inquiry concerning the Licensed Software or this Agreement, the party receiving such inquiry shall promptly notify the other party. The parties agree to work in good faith to draft a joint response to such inquiries. Notwithstanding the foregoing, neither party shall be deemed to have waived any right to otherwise impeded its ability to defend itself against any media reports or allegations.

9.4.2 Press Release. Licensee agrees to allow Accenture to prepare and distribute a press release within 60 days of the effective date of the respective Exhibit announcing the commitment Licensee has made to the Licensed Software. Licensee will have the opportunity to review the release for accuracy. All content in the release will be jointly agreed upon.

9.5 Dispute Resolution. The parties agree that in the event of a dispute or alleged breach of this Agreement, prior to resorting to litigation, they will work together in good faith to promptly resolve the matter by escalating it to higher levels of management as needed.

9.6 Force Majeure. Except for payment obligations, each party shall be excused from failure to perform its obligations under this Agreement if such failure results from causes beyond its reasonable control including without limitation, Acts of God, civil unrest, riots, war, boycott, economic sanctions or other "force majeure" events.

9.7 Survival. The provisions of Sections 3, 5, 6, 7, 8 and 9 and any other provisions which by their nature are intended to survive (or continue beyond) the termination, cancellation or expiration of this Agreement, shall survive any such termination, cancellation or expiration.

9.8 Governing Law; Choice of Forum. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto, as well as any dispute, claim or controversy arising out of or relating to this Agreement, shall be governed, construed, enforced and interpreted in accordance with the laws of the State of Iowa without giving effect to its conflict of law rules. Neither the UN Convention on Contracts for the International Sale of Goods (including any domestic law that implements such UN Convention in the Territory), nor the Uniform Computer Information Transactions Act (nor any non-uniform version) shall apply to this Agreement.

9.9 Notices. All notices under, or other required communications regarding termination, material breach, modification, or audit of, this Agreement are to be delivered in writing: (a) in person; (b) by registered mail, postage prepaid; or (c) a nationally recognized courier service to the recipient(s) and address(es) noted in the applicable Schedule. Notice shall be deemed sufficient upon receipt, when delivered personally or by courier or overnight delivery service.

9.10 Interpretation; Headings. Any question of interpretation or construction shall not be resolved by any rule providing for interpretation or construction against the party who causes the uncertainty to exist or against the drafters of this Agreement. The headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of this Agreement.

9.11 Severability; Waiver. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the balance of the Agreement shall be enforceable in accordance with its terms. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights or of any other rights hereunder.

9.12 Relationship of the Parties. Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the parties hereto.

9.13 Costs. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled that are decided

and/or awarded by a court of competent jurisdiction. Except as otherwise provided herein, each party waives any claim it may have to recover attorneys' fees, costs and necessary disbursements from the other party.

9.14 Entire Agreement. This Agreement, including all Schedules hereto (which form part of this Agreement) constitute the entire agreement between the parties pertaining to the subject matter hereof and merges or supercedes all prior agreements, representations and discussions of the parties, whether oral or written, with regard to the transactions contemplated herein. Licensee acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein, and for its own purposes and not for the benefit of any third party. This Agreement and the applicable Schedule(s) may be executed by facsimile and in any number of counterparts, each of which will be considered an original for all purposes, and all of which when taken together will constitute a single agreement. Terms and conditions in Schedules that conflict with, or are in addition to, the main Agreement shall control but with respect to that Schedule only. This Agreement and the applicable Schedule(s) shall apply notwithstanding any provisions in either (a) a purchase order or other instrument submitted by Licensee, or (b) any invoice or other order confirmation document submitted by Licensor.

9.15 Precedence. In the event of conflict between the terms of this Agreement and the terms of a Schedule, the terms of the Schedule will prevail, but only with respect to that Schedule. In the event of an inconsistency between this Agreement and any other contract document relating to the Licensed Materials, including but not limited to Requests for Proposals, this Agreement shall control. This Agreement shall be the first priority item of any order of precedence clause that may be included in any contract document related to this agreement or the Licensed Materials.

9.16 Third Party Beneficiary. This Agreement (including any attached Schedules) is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Acknowledged and Agreed:

ACCENTURE LLP

LICENSEE

Client Legal Entity Name

By: _____

By: _____

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: Senior Executive

Title: _____

Date: _____

Date: _____

Schedule # [1]
Description of Licensed Materials and License Terms

License Effective Date: [_____, 2014]
Schedule Effective Date: [_____, 2013]

LICENSED MATERIALS

“Software”: The licensed “Software” is the executable object code form of the Accenture Public Health Platform (APHP) (Version 2.0), which includes all components of Version 2.0, consisting of the following:

APHP = 3100-APHP

- APHP Data Model/Data Store = 3110-ADM
- APHP Web Services = 3120-AWS
- Claims Engine Adapters = 3130-ACEA
 - Plexis Adapter = 3131-APA
- EDMS Adapters=3140-AEDMA
 - OnBase Adapter = 3141-AOBA
- CRM Adapters = 3150-ACRMA
 - MS Dynamics Adapter = 3151-AMSD
- Service Adapters/Interfaces = 3160-ASAI
 - Pitney-Bowes Adapter = 3161-APB
 - eSign Adapter = 3162-AESG
 - NPPES Interface = 3163-ANPS
- Standard Configurations = 3180-ACFG
 - MMIS Base Benefit Plan Configuration = 3181-ABBP
 - MMIS Base Workflow Configuration = 3182-ABWF
 - MMIS Base Business Rules Configuration = 3183-ABBR
- Accelerators = 3190-AACC
 - Data Conversion = 3191-ADC
 - Data Load Utilities = 3192-ADL
 - MMIS Business Processes = 3193-ABP
 - Implementation Work Plans = 3194-AWP
 - Sizing Models = 3195-ASM
 - Configuration Accelerators = 3196-ACA

APHP Applications = 3200 series

- Provider Portal= 3210-APP
- Member Portal = 3220-AMP
- Worker Portal = 3230-AWP
- APHP Reporting = 3240-ARPT
 - Operational Reporting = 3241-AOPR
 - Program Reporting = 3242-APGR
 - Ad-Hoc Query = 3243-AADH

“Documentation”: The Licensed Materials include the following standard documentation:

- *APHP Installation Guide*

Other Materials: The Licensed Materials also include the following non-software materials:

- *MMIS Business Processes*
- *APHP Administrator Manual*
- *APHP Provider User Manual*

- APHP Member User Manual
- APHP Worker User Manual
- APHP Service Catalogue

“Term”: The Term of the License granted hereunder is perpetual and, subject to payment of the License Fee, shall commence on the License Effective Date.

“License Fee”: The license fee for the Licensed Materials for the Term as provided in this Schedule is [] U.S. dollars (USD \$xxxxxx). The License Fee shall be payable in its entirety no later than thirty (30) calendar days after the Schedule Effective Date.

Restrictions:

Number of Copies/Instances: One (1) production version installed at the Location, with up to [] (X) separate instances (i.e., environments), which may be running simultaneously or in stand-by/DR mode.

Authorized Users: Employees, Contractors and Citizens of the State of Iowa.

Location: The [X] instances of the Software will be installed at [] [INSERT ADDRESSES WHERE SOFTWARE WILL BE INSTALLED/MAINTAINED]

“Territory”: United States (the Licensed Materials may not be accessed outside of the United States)

“Designated Equipment”: Procurement of all equipment on which the licensed Software (APHP v2.0) will be installed is the responsibility of Licensee, unless Licensee separately contracts with Accenture for provision and/or installation of such equipment. Equipment installation specifications are provided with the Documentation and to be followed by Licensee.

Field of Use: [Client]

Addresses For Notices:

Notice to **Accenture** shall be sent to:
 Accenture LLP
 1501 South MoPac Expressway, Suite 300
 Austin, TX 78746
 Attn: Charles Sutton, APHP Manager

Notice to **Licensee** shall be sent to:
 [Client]

 Attn: _____

with a copy to:

 Attn: _____

“Third Party Dependent Software”:

The Software may be delivered with, or require Third Party Dependent Software, which is not a part of the Licensed Materials (or derivative works thereof) or part of Accenture’s confidential information and is not licensed, provided or otherwise made available to Licensee by Accenture under the terms of this Agreement and the applicable Schedule. ANY SUCH SOFTWARE SHALL BE SUBJECT TO THE TERMS OF A SEPARATE AGREEMENT (A COPY OF WHICH MAY BE PROVIDED TO

LICENSEE BY ACCENTURE) BETWEEN THE LICENSEE AND THE APPLICABLE THIRD PARTY SOFTWARE PROVIDER OR DISTRIBUTOR, AND NOT BETWEEN LICENSEE AND ACCENTURE.

Third Party Dependent Software Component List

- Microsoft Dynamics Server
- Microsoft Dynamics User License
- Microsoft Dynamics External Connector
- Microsoft SQL Server Enterprise
- Microsoft SQL Server Standard
- Microsoft Windows 2008 Server Enterprise
- Microsoft Windows 2008 Server Standard
- Microsoft SharePoint for Internet sites Standard
- Microsoft Forefront Server
- Microsoft Forefront Client
- Microsoft BizTalk Server Standard
- Microsoft System Ops Manager (SCOM) Server
- Microsoft System Ops Manager (SCOM) Client
- Pervasive ETL
- K2 blackpearl
- Pitney-Bowes Geocoding and Location Intelligence Modules
- ArcSight Logger
- RightFax Server
- FTP Software
- EDI HIPAA Validation - XEngine
- 3M APC Grouper Plus
- OnBase
- VMWare vCenter Server 5 Standard for vSphere 5
- VMWare vSphere 5 Standard
- TKDialog User License
- TKDialog Builder
- TKDialog Web Player
- Dyncom
- UC4 ONE Automation Engine
- UC4 Workload Manager
- UC4 Deployment Node

Acknowledged and Agreed:

ACCENTURE

Local Accenture Entity

By: _____

Name: _____
(typed or printed)

Title: Senior Executive

Date: _____

LICENSEE

Client Legal Entity Name

By: _____

Name: _____
(typed or printed)

Title: _____

Date: _____

Certificate of Electronic Delivery/Remote Access

Client Information:

Company Name - _____

Address - _____

Phone - _____

Client Contract Number relative to Electronic Download- _____

Date of Electronic Download/Remote Access - _____

Server Location Software was Electronically Download - _____

Name of Software Downloaded/Accessed - _____

For Downloaded Software Only:

Date of Transmission - _____

Download Start Time - _____

Download End Time - _____

Was Your Download Successful – Yes _____ No _____

Send or Fax a copy of your Certificate to the engagement lead:

Name: _____

eMail: _____

FAX #: _____

Invoice Requirements:

To support electronic delivery/remote access the client's invoice **must** indicate the state where the software was delivered or accessed:

State: _____.

Signature: _____

Name: _____
(typed or printed)

Title: _____

Date: _____

Attachment A to Schedule #[1]

SUPPORT AND MAINTENANCE SERVICES AGREEMENT

This Support and Maintenance Services Agreement (“Agreement”) is entered into as of _____, 201_ (the “Effective Date”) by and between Accenture LLP, an Illinois partnership, with offices at 161 North Clark Street, Chicago, Illinois 60601 (“Accenture” or “Licensor”) and [Client], with offices at [_____, Address] (“Client”).

SECTION 1. SCOPE OF AGREEMENT AND DEFINITIONS.

1.1 Structure of Agreement. From time to time the parties may execute schedules that describe the Licensed Software (defined below) that is the subject of the services, the fees, means of contacting Accenture to receive services, escalation procedures for Errors in the Licensed Software, and similar details related to the services (a “Schedule”). Each Schedule incorporates the terms of this Agreement and will be a separate agreement. Any reference in a Schedule or this Agreement to a “Schedule” shall refer solely to the relevant Schedule (and any Exhibits, attachments or addenda to that particular Schedule). If there is any conflict between the terms of this Agreement and the terms of any Schedule, the terms of such Schedule shall govern but only for that Schedule. For so long as any Schedule remains in effect, the terms and conditions of this Agreement shall continue to remain in effect with respect to the applicable Schedule(s).

1.2 Definitions.

For purposes of this Agreement, the following terms shall have the following meanings:

“**Documentation**” means the then current user manuals, reference manuals, operating guides, release notes and design notes associated with the Licensed Software and any applicable Enhancements.

“**Enhancements**” shall mean Major Version Releases, Minor Version Releases, Revision Releases, and Maintenance Releases as defined in this Section 1.2 that Client is eligible to receive according to this Agreement and Schedule.

“**Error**” means any verifiable and reproducible failure of the Licensed Software to materially conform to the Specifications and shall exclude failures as set out in Section 5.4 or which do not materially affect the operation, use and output of the Licensed Software.

“**Licensed Software**” means the version of the application program described in the applicable Schedule covered by this Agreement along with any Enhancements. For clarity any open source or 3rd party material incorporated into software will not be considered Licensed Software, and may be subject to their own applicable licensing and support terms.

“**Maintenance Release**” shall mean a version of the Licensed Software issued solely at Accenture’s discretion and solely for the purpose of correcting Errors.

“**Maintenance Services**” means those maintenance services to be provided remotely by Accenture regarding the Licensed Software, which services are more fully defined in Sections 3 and 4, below.

“**Major Version**” shall mean the version level used when significant increases in functionality occur or major technology changes are introduced. Changes to the Major Version occur anytime the product cannot be installed directly over a previous Version without requiring server environment changes. These Releases occur as needed based on the product roadmap. Major Versions are identified by the numbers before the first decimal in the version number.

“**Minor Version**” shall mean the version level used when new features are added to the product. Minor Versions are identified by the numbers following the first decimal and before the second decimal, if any, in the version number. The Minor Version number resets to zero with the release of a new major version.

“**Modifications**” means any program changes, modifications, revisions, derivative works, translations, additions and/or improvements which supplement or modify the Licensed Software or Documentation, or any derivatives thereof regardless of who creates them or when created.

“**Nominated Contacts**” means one designated support coordinator and one back-up support coordinator, each of whom is an employee of the Client who is knowledgeable in the use of the Licensed Software and who shall serve as the primary point of contact between Client and Accenture for the communication and co-ordination of Support and Maintenance Services.

“**Revision Release**” means changes and code revisions to the Licensed Software that provide minor operational enhancements that do not change the overall utility, functionality, capability or application of the Licensed Software and that are made commercially available by Accenture to existing Support and Maintenance Services clients.

“**Support and Maintenance Services**” means the collective reference to Support Services and Maintenance Services.

“**Support and Maintenance Services Fee**” means the fee set out in the applicable Schedule which is to be paid by Client pursuant to a particular Schedule in exchange for the Support and Maintenance Services.

“Support and Maintenance Services Hours” means the business hours defined in the Schedule during which Support Services and Maintenance Services are available.

“Support Services” means those base help desk support services to be provided by Accenture regarding the Licensed Software, which services are more fully described in Section 2 and 4, below.

“Supported Version” shall mean any Major Version or Minor Version of the Licensed Software which is within twenty-four (24) months of the date the general availability/production release of the next new Major Version or Minor Version that is made generally available to licensees receiving Support and Maintenance Services (including, without limitation, Client) together with written notice to Client that such Major Version or Minor Version is available to Client. Beta releases of any Major Version or Minor Version shall not be considered a Supported Version of the Licensed Software, whether or not such Major Version or Minor Version was made generally available to licensees.

“Workaround” means a temporary solution to an Error that allows the Licensed Software to regain functionality in accordance with the Specifications (as defined below), or reduces the severity of the Error.

1.3 Scope of Services: This Agreement is applicable only to Support and Maintenance Services related to the unmodified code of the Licensed Software (including any valid Enhancements). Accenture will have no obligation to provide Support and Maintenance Services for any modification to the Licensed Software that is not created and made available to Client as an Enhancement. The specifications for the Licensed Software (the **“Specifications”**) shall be identified in the applicable Schedule or in the Documentation associated with any Enhancement, as applicable. The decision as to whether, when, how and at what cost to develop any release will be matters entirely within Accenture’s sole and absolute discretion.

1.4 Accenture Affiliates and Subcontractors. It is agreed by the parties that Support and Maintenance Services may be provided by Accenture, an Accenture affiliate, or a subcontractor employed by Accenture. However, Accenture will be responsible for the performance of such subcontractors or affiliates.

SECTION 2. SUPPORT SERVICES: HELP DESK SUPPORT

2.1 Help Desk. Client shall have access to Accenture’s support help desk (Help Desk) for general inquiries and questions regarding the use and operation of the Licensed Software during Support and Maintenance Service Hours. The contact information and methods related for the Help Desk are listed in the Schedule and may be updated upon written notice to Client. Only Nominated Contacts may contact the Help Desk.

2.2 Out of Scope: Help Desk support does not include (without limitation) scanning support, training, on-site support, implementation, integration and/or customization of the Licensed Software and/or analysis from the use of the Licensed Software. If the parties mutually agree that any such services are to be provided, this shall be subject to a separate written agreement.

SECTION 3. MAINTENANCE SERVICES.

3.1 Reporting, Diagnosis, and Correction of Errors.

3.1.1 Error Reporting. The contact information and methods related to Error correction are listed in the Schedule and may be updated upon written notice to Client. If Client detects what it considers to be an Error in the Licensed Software, and which alleged Error is not excluded from support in accordance with Section 4.4, Client through the Nominated Contacts shall promptly notify Accenture of the alleged Error through the appropriate reporting channels as set out in the Schedule (**“Error Notification”**). Client’s Error Notification shall specify the reason why Client believes the Licensed Software does not materially conform to the Specifications, and shall be sufficiently detailed so that Accenture can reproduce and verify the alleged Error.

3.1.2 Excluded Error. If an Error is determined to be caused by any of the items listed in Section 4.4 (either when received by Accenture or upon investigation) then Accenture shall not have any Maintenance Services obligations regarding the same. Additionally, Client shall be obligated to pay for all time expended by Accenture (including reasonable expenses) in diagnosing, and endeavoring to correct (and/or actually correcting) any such Error(s) that are excluded from Maintenance Services.

3.1.3 Error Correction Services. Accenture shall use commercially reasonable efforts to correct Errors within the scope of the Licensed Software in accordance with the descriptions and actions contained in **Exhibit A**, which is incorporated into this Agreement. Accenture will provide Error correction services for those parts of the Licensed Software which are unmodified or unaffected by any Modification for (i) one Supported Version used by Client in production, and (ii) one Supported Version used by Client in staging and/or testing.

3.1.4 Form of Error Corrections. Corrections may be in the form of a Maintenance Release, recommendations related to non-Licensed Software (e.g. install Microsoft Windows patch) or a Workaround. If a Workaround reduces the severity of the Error (but does not eliminate it), target escalation times will continue to apply, but at the reduced severity level.

3.1.5 Error Reporting and Determination. Accenture will determine the appropriate Error level based on the definitions in **Exhibit A** within its reasonable discretion. The response time set forth in **Exhibit A** is the time period in which Accenture will acknowledge its awareness of the reported issue. The response time begins upon Accenture's acknowledged receipt of formal notification from Client through the means described in the Schedule during Support and Maintenance Service Hours.

3.1.6 Failure to provide Error Correction Services. If, after exercising commercially reasonable efforts, Accenture reasonably determines that an Error correction or Workaround is not achievable for a Level 1 or a Level 2 Error within a reasonable period, then it may at its option terminate this Agreement on written notice to Client. Client's sole remedy and Accenture's sole liability shall be for Accenture to refund to Client on a pro-rated basis any Support and Maintenance Services Fee paid by the Client.

3.2 Enhancements.

3.2.1 Availability of Enhancements. The Schedule will describe the Enhancements that Client is eligible to receive and will make such Enhancements available to Client as they are generally released through Revision Releases, Minor Versions, or Major Version releases. Client may be required to obtain or modify its hardware, software or networking environment in order to use an Enhancement. Such additional requirements will be provided in the Enhancement Documentation.

3.2.2 Release of Enhancements. If Client elects to obtain an Enhancement and its related Documentation for which it is eligible, Accenture shall make it available to Client via web download, FTP, or related electronic transmission.

3.2.2 Fees for Enhancements. Client shall not be charged any development or licensing fee or charge, nor shall it be charged a separate Maintenance Services fee for any generally released Enhancement which Client is eligible to receive.

SECTION 4. SUPPORT AND MAINTENANCE SERVICES GENERALLY.

4.1 Ownership of Licensed Software; Modifications. Title to the Licensed Software, Documentation, and Modifications (no matter in what form) shall remain with, or are hereby assigned to, Accenture and its licensors and will be subject to the applicable license related to the Licensed Software. See, Section 5.1 of the *On-Site Master Software License Agreement* between the parties.

4.2 Implementation of Enhancements. Client shall be responsible for installing and configuring any Enhancements or other software provided to Client pursuant to this Agreement (unless Client contracts with Accenture to have Accenture implement such Enhancement under a separate written agreement). It is further understood and agreed by the parties that Client shall have the sole responsibility for the development of interfaces between the Licensed Software and any and all other software used by Client, regardless of who licenses the other software.

IF ANY OPEN SOURCE OR THIRD PARTY SOFTWARE IS MADE AVAILABLE TO CLIENT PURSUANT TO THIS AGREEMENT: I) SUCH SOFTWARE WILL BE MADE AVAILABLE IN AN "AS IS" CONDITION AND WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, AND II) CLIENT SHALL COMPLY WITH THE OBLIGATIONS OF THE APPLICABLE OPEN SOURCE OR THIRD PARTY LICENSE AGREEMENT.

4.3 License Software Versions. Nothing in this Agreement shall be deemed to obligate Accenture to provide Support and Maintenance Services for the Licensed Software other than a Supported Version of the Licensed Software. Accenture will not be required to provide Support and Maintenance Services if Accenture makes available a Maintenance Release that resolves an Error, but Client does not install it.

4.4 Limitations and Exclusions to Support and Maintenance Services. The Support and Maintenance Services do not include any of the following services:

- 4.4.1 on-site support;
- 4.4.2 the creation or support of customizations to the Licensed Software; or
- 4.4.3 Errors and/or other issues in the Licensed Software caused by:
 - i. misuse or improper use, alteration or damage of the Licensed Software by Client or persons not authorized by Accenture with specific reference to this Agreement;
 - ii. Modifications to the Licensed Software (including without limitation any modifications to the base code) not created by Accenture;
 - iii. failure to maintain the necessary networking, hardware, software, and/or environmental conditions for use of the Licensed Software;

- iv. failure of the Client to maintain standard operational procedures including regular back-ups of its data, and Errors made more difficult by such failure;
- v. use of the Licensed Software in combination with any equipment or software not provided by or approved by Accenture with specific reference to this Agreement, or any fault with such equipment or software;
- vi. relocation or installation of the Licensed Software by any person other than Accenture or a person acting under Accenture's instruction;
- vii. the Client not installing and using any Enhancement that has been made available under this Agreement that resolves the Error or using or attempting to use the Licensed Software other than as documented;
- viii. Client and/or its personnel failing to use the Licensed Software correctly, including in accordance with any user Documentation;
- ix. any breach by Client of its obligations under this Agreement; or
- x. any matters outside Accenture's control.

SECTION 5. LIMITATION OF LIABILITY.

5.1 LIMITATION OF LIABILITY. THE SOLE LIABILITY OF ACCENTURE AND ANY OF ITS AFFILIATES (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT, BY STATUTE OR OTHERWISE) FOR ANY AND ALL CLAIMS IN ANY MANNER RELATING TO THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE SUPPORT AND MAINTENANCE SERVICES FEE PAID BY CLIENT FOR THE THEN CURRENT TERM FOR THAT SPECIFIC SCHEDULE.

5.2 DISCLAIMER OF NON-DIRECT DAMAGES. IN NO EVENT SHALL ACCENTURE BE LIABLE (WHETHER IN CONTRACT OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR BREACH OF STATUTORY DUTY), UNDER AN INDEMNITY OR OTHERWISE HOWSOEVER ARISING: (I) FOR BUSINESS INTERRUPTION, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF OR CORRUPTION TO DATA, LOSS OF OR CORRUPTION TO SOFTWARE, LOSS OF BUSINESS, LOSS OF REVENUES, LOSS OF OPERATION TIME, LOSS OF GOODWILL OR REPUTATION, LOSS OF ANTICIPATED SAVINGS, LOSS OF COMPETITIVE ADVANTAGE, LOSS OF OPPORTUNITY, WASTED MANAGEMENT TIME OR ANY CLAIMS BY THIRD PARTIES, IN EACH CASE WHETHER DIRECT OR INDIRECT, OR (II) TO GIVE AN ACCOUNT OF PROFITS TO THE OTHER PARTY, OR (III) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSS, DAMAGE, COST OR EXPENSE.

5.3 BARGAINED-FOR LIABILITY. THE ALLOCATIONS OF LIABILITY IN THIS SECTION 5 ARE THE AGREED AND BARGAINED-FOR UNDERSTANDING OF THE PARTIES, AND ACCENTURE'S COMPENSATION FOR THE SUPPORT AND MAINTENANCE SERVICES REFLECTS THESE ALLOCATIONS.

SECTION 6. WARRANTY.

6.1 Performance Warranty. Accenture warrants that the Support and Maintenance Services will be performed in a good and workmanlike manner. Accenture will re-perform any such services not in compliance with this warranty brought to its attention in writing within thirty (30) days after those services are performed.

6.2 No Disabling Code. Accenture will not knowingly include, activate or invoke (or knowingly permit the inclusion, activation or invocation of) any Disabling Code (as defined below) in any Enhancements to the Licensed Software provided under this Agreement. "Disabling Code" means any code, feature or function that is designed to permit Accenture or any third party to disable, deactivate, delete, lockup, discontinue or shut down one or more software programs or systems or otherwise terminate or prevent Client's use of the Licensed Software.

6.3 UNLESS OTHERWISE EXPRESSLY PROVIDED IN WRITING, THE WARRANTIES SET OUT IN SECTIONS 6.1 AND 6.2 ARE ACCENTURE'S ONLY WARRANTIES. ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS OF ACCENTURE AND ITS AFFILIATES OR LICENSORS, ITS AGENTS OR SUBCONTRACTORS OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, MERCHANTABILITY, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR FITNESS FOR A PARTICULAR PURPOSE OR USE) ARE HEREBY DISCLAIMED. NO WARRANTY IS MADE THAT THE LICENSED SOFTWARE'S FUNCTIONALITY WILL MEET CLIENT'S REQUIREMENTS, OR THAT USE OF THE LICENSED SOFTWARE (INCLUDING ANY ENHANCEMENTS PROVIDED HEREUNDER) WILL BE UNINTERRUPTED OR ERROR FREE.

SECTION 7. THIRD PARTY CLAIMS.

7.1 Bodily Injury; Death; Tangible Property. Each party shall indemnify, defend and hold harmless the other and its affiliates, and their respective employees, directors, officers, principals (partners, shareholders or holders of an ownership interest, as the

case may be) and agents, from and against any third party claims, demands, loss, damage or expenses (including reasonable attorney's fees and court costs) relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the negligence or willful misconduct of the indemnifying party, its personnel, or agents during the course of the Base Maintenance Services under this Agreement.

7.2 Indemnification Procedures. To receive the indemnities contained in this Section 7, the party seeking indemnification must promptly notify the other party in writing of a claim or suit and provide reasonable cooperation (at the indemnifying party's expense) and full authority to defend or settle the claim or suit. The indemnifying party shall have no obligation to indemnify the indemnified party under any settlement made without the indemnifying party's written consent.

SECTION 8. TERM, TERMINATION, AND SUSPENSION.

8.1 Term and Renewal.

- i. This Agreement will begin on the Effective Date provided above in this Agreement.
- ii. Provided Client is current on the applicable Support and Maintenance Service Fee and in compliance with the Agreement, Accenture will begin making the Support and Maintenance Services available on the date specified in the Schedule.
- iii. Accenture will provide Support and Maintenance Services available to Client for the Licensed Software for the term specified in the Schedule ("**Initial Term**").
- iv. After the Initial Term, the Support and Maintenance Services shall be renewable upon presentment of an invoice and payment by Client for the applicable period set forth ("**Renewal Term(s)**") beginning on the anniversary date that Accenture made Support and Maintenance Services available. If either party does not wish the Agreement to renew, it must notify the other party in writing at least sixty (60) days prior to the anniversary date.
- v. After the Initial Term, the Support and Maintenance Service Fees may be adjusted with 60 days advance written notice. If Client objects to the adjusted fees, it may terminate the Agreement with 30 days advance written notice. If it does, Accenture's sole responsibility will be to return a pro-rated portion of any pre-paid fees.

8.2 Termination

- i. If either party petitions for relief under any bankruptcy law or if any bankruptcy petition should be filed against either party and it is not discharged with sixty (60) days, or if either is the subject of an involuntary petition, or if a receiver is appointed for the business of either, or if either makes an assignment for the benefit of creditors, the other party may terminate the Agreement upon written notice to the other party.
- ii. Either party shall have the right to terminate this Agreement if the other party materially breaches this agreement and fails to cure such breach within 30 days of receiving written notice from the non-breaching party.
- iii. In addition to other available remedies, Accenture may suspend providing services to Client if the fees are more than thirty (30) days overdue. Accenture will resume providing the services once Client's account is current and is otherwise in compliance with this Agreement.
- iv. If the Client terminates the Agreement as a result of an uncured material breach by Accenture, then Accenture shall thereafter promptly refund to Client the pro-rata portion of the Support and Maintenance Services Fee paid for the Support Period during which the termination occurred (i.e. the portion of the Support and Maintenance Fee paid for the period following the termination). Upon Accenture's refunding of said amount, Accenture shall have no further obligations to Client to provide Support and Maintenance Services. The foregoing shall constitute Client's sole and exclusive remedy for any breach or violation of the Agreement by Accenture.
- v. If the license agreement and all applicable schedules for the Licensed Software have been terminated, then this Agreement and all Schedules shall be terminated.

SECTION 9. INVOICING AND PAYMENT.

9.1 Invoicing. Accenture will invoice Client annually in advance for the Support and Maintenance Services fee. Accenture will invoice Client monthly for any additional expenses (including without limitation, any fees owed for exceeding the Allotted Monthly Hours).

9.2 Payment, Disputes, and Interest. Client shall pay the amounts payable to Accenture, within thirty (30) days of receipt of invoices submitted by Accenture. If an invoice remains unpaid for more than thirty (30) days from receipt, it shall accrue interest at a rate of the lesser of: (a) one and one-half (1.5%) percent per month, or (b) the highest rate allowed by law. If there is a good faith dispute with regard to a portion of an invoice, Client shall pay the undisputed portion as provided in this Agreement. Any disputed amounts owed to Accenture shall be paid with interest at the rate above upon resolution. The interest shall accrue from the date these amounts were originally due.

9.3 Taxes. Client shall pay for all taxes in connection with this Agreement including, but not limited to, sales, use, excise, value-added, goods and services, consumption, and other similar taxes or duties. Should any payment hereunder be subject to withholding tax by any government, Client shall reimburse Accenture for such withholding tax. Client agrees to reimburse and hold Accenture harmless from any deficiency (including penalties and interest) relating to taxes that are Client's responsibility under this Section. Each party shall be responsible for (i) taxes based on its own net income, (ii) employment taxes of its own employees, and (iii) for taxes on any property it owns or leases. In this Agreement, taxes shall include taxes incurred on transactions between and among Accenture and its affiliates and third party subcontractors.

SECTION 10. COMPLIANCE WITH LAWS AND REGULATIONS; EXPORT; AND CONFIDENTIALITY.

10.1 Compliance with Laws. Each party shall perform its obligations under the Agreement in a manner that complies with all laws applicable to it in the conduct of its business. For the avoidance of doubt, Client shall be solely responsible for compliance with any data protection laws with respect to any data involved in its business including, without limitation, data and information provided by its employees, customers and prospective customers. Client is responsible for determining if the receipt and use of the services or Enhancements comply with applicable laws, regulations, or industry standards.

10.2 Export. Each party will comply with all applicable export control and sanctions laws with respect to the export or re-export of goods, software and technical data, or the direct product thereof, and each party agrees to abide by all such regulations in respect of all information supplied by or on behalf of the other party. Client shall be responsible for its compliance, software or technical data subject to export controls, Client will provide written notice to Accenture specifying the nature of the controls and any relevant export control classification numbers.

10.3 Confidentiality. For purposes of this Agreement, the parties agree to be bound by the confidentiality provisions of Sections 5 of the *On-Site Master Software License Agreement*, executed between the parties, as applicable to the Support and Maintenance Services.

SECTION 11. MISCELLANEOUS.

11.1 Dispute Resolution. The parties agree that, if there is a dispute or alleged breach, they will work together in good faith first, to resolve the matter internally by escalating it to higher levels of management before resorting to litigation. This provision shall not apply to disputes involving confidentiality or infringement of the other's intellectual property rights.

11.2 Entire Agreement. This Agreement, sets forth the entire understanding between the parties and supersedes all prior agreements, conditions, warranties, representations, arrangements and communications, whether oral or written, with respect to the subject matter of this Agreement whether with or by Accenture, any of its affiliates, or any of their employees, officers, directors, agents or shareholders.

11.3 No Modification. This Agreement may not be modified or amended except by the mutual written agreement of the parties. Any purchase order issued by the Client shall be for its administrative purposes only and none of its terms and conditions shall be of any force or effect against Accenture.

11.4 No Reliance. Client acknowledges that it is entering into this Agreement solely on the basis of the representations expressly contained in this Agreement, and that it has not relied upon any representations, warranties, promises, or inducements of any kind, whether oral or written, and from any source.

11.5 No Third Party Beneficiaries. Client acknowledges that it is entering into this Agreement for its own purposes and not for the benefit of any third party.

11.6 Counsel. Each party acknowledges that it is a sophisticated business entity and that in entering into this Agreement it has had the opportunity to consult with counsel of its choosing.

11.7 Judicial Modification of Terms. If a court of competent jurisdiction finds any term or provision of this Agreement to be invalid, illegal or otherwise unenforceable, such term or provision shall not affect the other terms or provisions of this Agreement or this Agreement as a whole. That term or provision shall be deemed modified to the extent necessary, in the court's opinion, to render such term or provision enforceable while preserving to the fullest permissible, the intent and agreements of the parties set forth in this Agreement. Upon such modification, the rights and obligations of the parties shall be construed and enforced in accordance with such modification.

11.8 Notice. Any notice or other communication provided under this Agreement shall be in writing and shall be effective: (a) when delivered personally to the other party, (b) five (5) days following deposit of such notice or communication into the nationally recognized mail service (certified mail, return receipt requested, or first class postage prepaid), or (c) upon delivery by overnight delivery services (with confirmation of delivery), all as addressed to such party at the address set forth in the Schedule. Either party may designate a different address by giving notice to the other party in accordance with this Agreement.

11.9 Force Majeure. Neither party shall be liable for any delays or failures in performance (other than payment obligations under this Agreement), losses or damage due to circumstances beyond its reasonable control, including without limitation, acts of God, disease, war, terrorism or the public enemy, riot, civil commotion or sabotage, expropriation, condemnation of facilities, changes in law, national or state emergencies or other governmental action, strikes, lockouts, work stoppages or other such labor difficulties, floods, epidemics, pandemics, droughts or other severe weather, fires, explosions or other catastrophes, or accidents causing damage to or destruction, in whole or in part, of the equipment or property necessary to perform the obligations of this Agreement.

11.10 Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this Agreement is not a waiver of that party's right to later enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right, provided that enforcement action by either party must be brought within two (2) years after the cause of action arose.

11.11 Governing Law. This Agreement shall be exclusively governed by and construed according to the law specified in the Schedule, without giving effect to conflict of law rules. To the extent it may be applicable the parties expressly agree to exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Agreement.

11.12 Non-Solicitation. Unless the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, directly or indirectly, on its own behalf, any of the other party's employees or the employees of its affiliates during the employee's participation in the Support and Maintenance Services or during the twelve (12) months after the conclusion of such services. If a party breaches this Section, the breaching party shall pay compensation to the non-breaching party in the form of liquidated damages equal to the greater of one (1) year's compensation either (a) offered to the employee by the breaching party or (b) paid or offered to the employee by the non-breaching party. However, this Section shall not apply to employees who independently respond to indirect solicitations (such as general newspaper advertisements, employment agency referrals and internet postings) not targeting such employees.

11.13 No Partnership; Joint Venture. In connection with this Agreement, each party is an independent contractor and does not have any authority to bind or commit the other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose.

11.14 External Communications. Neither party may issue or make available any public notice, press release, marketing materials, news release, or related notice outside of its organization without the prior written consent of the other party.

11.15 Assignment. Neither party may assign this Agreement without the other party's written permission (which will not be unreasonably withheld). However, Accenture may assign this agreement to an Affiliate without Client's permission and will provide written notice of such assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Accenture LLP

[Client]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APHP SUPPORT AND MAINTENANCE SERVICES SCHEDULE

This APHP Support and Maintenance Services Schedule ("Schedule") is entered into as of **INSERT DATE HERE** (the "Effective Date") by and between Accenture LLP ("Accenture") and [Client] ("Client") under the Support and Maintenance Services Agreement (the "Agreement").

1. **Client Name:** [Client]

2. **Licensed Software** (including full version/release numbers): Accenture Public Health Platform (APHP) (Version 3.0) (or such other name as may be given by Company to the software from time to time).
3. **Specifications:** The Specification or Documentation provided with the Licensed Software (or its applicable Enhancement) at the time it was provided.
4. **Support and Maintenance Services Start Date:** [INSERT START DATE HERE] **[NOTE: Parties will provide a Start Date that will be filled-in at time Schedule is executed, as this date will be the date the Iowa Client elects to start receiving APHP Support and Maintenance Services on a stand-alone basis]**

5. **Support and Maintenance Initial Term:** _____

6. **Support and Maintenance Services Fee (for Initial Term):** \$ _____ USD, plus all applicable taxes

7. Help Desk

7.1 Help Desk Hours: 9:00-17:00 Eastern Standard Time (adjusted for daylight savings)

7.2 Help Desk Contact Information: [e.g. XXXX.support@accenture.com and the phone number is...].

8. Error Reporting

8.1 Error Reporting Hours: 9:00-17:00 Eastern Standard Time (adjusted for daylight savings)

8.2 Errors Reporting Process: All reported Errors should include the following:

- Name and contact information (email and phone)
- Company and site (if applicable)
- System configuration information (product version number, server and database environment information)
- A description of the issue, error messages received, etc.
- Steps to reproduce the issue, if applicable
- Activity being performed at the time of the Error
- Customer impact (a description of the business impact caused by the product issue)

All reported issues will be tracked with an Incident Identifier (ID) number. All information and correspondence related to the issue will be tracked with the Incident ID. Shortly after a new issue is reported by a customer, the customer shall receive their Incident ID for tracking purposes. The Incident ID shall be included in all future correspondence concerning the issue.

9. Address for Notices

Accenture:

Accenture LLP
 1501 South MoPac Expressway, Suite 300
 Austin, TX 78746
 Attn: Charles Sutton, APHP Manager

with a copy to:

Accenture LLP
 161 N. Clark Street
 Chicago, IL 60601
 Attn: Director of Legal Services H&PS Americas

Client:

[Client]

 Attn: _____

with a copy to:

Attn: _____

10. Governing Law: The State of Iowa.

11. Other:

Acknowledged and Agreed:

ACCENTURE LLP

[Client]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Error Severity Levels and Response

- 1) **Critical Impact (Severity 1).** Severity 1 problems: i) render the Licensed Software totally inoperable or ii) occur if a critical system or application outage within the scope of the Licensed Software impacts all locations with critical impact on service delivery. For a severity 1 issue, either no workaround exists or the available workaround is unacceptable due to its commercially unreasonable operational impact on Client's business.
 - a. **Target response time:** within two (2) hours.
 - b. **Accenture action:** Accenture and Client will work together to resolve or implement an acceptable workaround. The problem will be escalated internally at Accenture if it is not resolved or worked around within eight (8) hours. Severity 1 problems may be reported to Accenture 24 hours per day, 7 days per week.
- 2) **Major Impact (Severity 2).** Severity 2 problems i) severely restrict operation or result in lack of key product functionality, ii) result in key component, application, critical end user functions, or the network being down, or unusable for multiple locations, each with potential critical impact on service delivery. For a severity 2 issue, no acceptable bypass, or alternative has been available to Client. Examples include significant service performance degradation where service delivery is significantly impacted or partial Client customer set significantly affected.
 - a. **Target response time:** within eight (8) Support and Maintenance Services Hours.
 - b. **Accenture action:** Accenture and Client will work together to resolve or implement an acceptable workaround. Accenture will escalate the problem internally at Accenture if it is not resolved or worked around within 5 business days. Severity 2 problems may be reported to Accenture during the Support and Maintenance Services Hours.
- 3) **Minor Impact (Severity 3).** Severity 3 problems mean a component, minor application or procedure is down, unusable, or substantially difficult to use causing some material, operational impact, but no immediate impact on service delivery. Examples include service outage but alternative workaround available, problems that significantly degrade service but do not prevent delivery of service, potential exposure to ability to deliver service, or scattered Client users are affected.
 - a. **Target response time:** within seventy two (72) Support and Maintenance Services Hours.
 - b. **Accenture action:** Severity 3 issues will be prioritized among other severity 3 issues within Client's reasonable discretion. Accenture and Client will work together to resolve or implement an acceptable workaround. Severity 3 problem support is available during the Support and Maintenance Services Hours.
- 4) **No Impact (Severity 4).** Severity 4 problem means a service component or procedure that is not critical to the Client is unusable where an alternative workaround is available and a deferred resolution is acceptable. Examples include no impact to service delivery, no production services are affected, or individual customers are affected. Trivial or non-material errors are excluded from this definition.
 - a. **Target response time:** within four (4) weeks.
 - b. **Accenture action:** Accenture will work to provide the fix in a subsequent release of Licensed Software. Severity 4 problem support is available during the Support and Maintenance Services Hours.



MASTER LICENSE AND SERVICES AGREEMENT

Confidential Information

EXHIBIT B
TECHNICAL SUPPORT AND MAINTENANCE SERVICES DESCRIPTION
Confidential Information

EDIFecs CONFIDENTIAL
INFORMATION

**EDIFECs CONFIDENTIAL
INFORMATION**

**EDIFecs CONFIDENTIAL
INFORMATION**

SOURCECODE TECHNOLOGY HOLDINGS, INC.

END USER LICENSE AND TECHNICAL SUPPORT AND MAINTENANCE AGREEMENT

IMPORTANT—READ CAREFULLY: This End User License and Technical Support and Maintenance Agreement (“EULA”) is a legal agreement between you (either an individual or a single entity) and SourceCode Technology Holdings, Inc. and its subsidiaries (collectively, “SourceCode”) for SourceCode’s K2 blackpearl software, which includes computer software and may include associated media, printed materials, and “online” or electronic documentation (collectively “Licensed Software”) as well as technical support and maintenance services for the Licensed Software (“Technical Support and Maintenance”) if acquired from SourceCode. The Licensed Software also includes any updates and supplements to the original Licensed Software which may be provided to you by SourceCode. Any software provided along with the Licensed Software that is associated with a separate end-user license agreement is licensed to you under the terms of that license agreement. By accepting this EULA, or installing, accessing or otherwise using the Licensed Software, you agree to be bound by the terms of this EULA, or, if you have entered into a separate written license agreement with SourceCode regarding the Licensed Software and Technical Support and Maintenance, you agree to be bound by the terms of such agreement. For your future reference, you may print the text of the EULA, or refer to a copy of the EULA that can be found in the EULA.rtf file included with the software.

If you do not agree to the terms of this EULA, do not install, access or use the Licensed Software or use Technical Support and Maintenance.

K2 SOFTWARE AND TECHNICAL SUPPORT AND MAINTENANCE LICENSE

The Licensed Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Licensed Software is licensed, not sold.

1. Grant of License; License Keys.

Grant. Under this EULA, SourceCode grants to you a non-exclusive license to use the version of the Licensed Software provided to you by SourceCode, and to receive Technical Support and Maintenance if acquired, solely for your own internal business purposes and subject to the terms of this EULA. Your use of the Licensed Software shall also be in accordance with the documentation for the Licensed Software and the applicable License Key and License Configuration as defined herein. Your license rights as specified herein may be perpetual (“Perpetual License”), or limited to a subscription period, if applicable (“Subscription License”). You may allow your agents and contractors to use the Licensed Software for your internal business purposes and you are responsible for their compliance with the terms of this EULA in such use. Unless otherwise provided in this EULA, you may only make copies of the Licensed Software for archive purposes. The Licensed Software is deemed accepted when SourceCode makes the Licensed Software available to you.

080307

License Keys. The Licensed Software may require an applicable license key in order to access its functionality (“License Key”). The Licensed Software may be initially provided to you with a trial or evaluation License Key which allows time-limited access to the Licensed Software with limited functionality until the License Key expires. In order to access the full functionality of the Licensed Software, each copy of the Licensed Software may require an applicable License Key issued by SourceCode for a limited number of servers or users, specifically identified computers, fixed subscription period and/or other usage rights or limitations (“License Configuration”). You agree to be bound by the License Configuration terms which SourceCode may present to you as part of licensing the Licensed Software,

All rights not expressly granted in this EULA are reserved by SourceCode.

2. Other Rights and Limitations.

Limitations on Reverse Engineering, Decompilation, and Disassembly. You shall not cause or permit the reverse engineering, decompilation, or disassembly of the Licensed Software or any portion thereof, except and only to the extent that such activity is expressly permitted by applicable law.

Marks. This EULA does not grant you any rights in connection with any trademarks or service marks of SourceCode. You shall not remove or modify any Licensed Software markings or any notice of SourceCode’s proprietary rights.

Third Party Use. You shall not rent, lease or lend the Licensed Software, or make the Licensed Software available in any manner to any third party for use in the third party’s business operations (unless such access is expressly permitted in writing by SourceCode).

Actual License Limits. If you use software or hardware that (i) reduces the number of users directly accessing or utilizing the Licensed Software; (ii) allows you to exceed the number of processors (“CPUs”) or servers for which the Licensed Software is licensed to you; or (iii) otherwise prevents the Licensed Software from keeping an accurate count of the number of users, CPUs or servers actually accessing or utilizing the Licensed Software, you shall pay additional license fees to SourceCode based on the actual number of users using the Licensed Software or the actual CPUs on each computer(s) on which the Licensed Software is installed, as applicable.

Benchmarks and Competitive Use. You shall not disclose results of any Licensed Software benchmark tests without SourceCode’s prior written consent. The Licensed Software may not be used for purposes of competitive analysis or development of a competitive product.

Proprietary Rights. All rights, title, interest and copyrights in and to the Licensed Software are owned by SourceCode or its licensors.

3. Technical Support and Maintenance Services. This EULA does not entitle you to receive any enhancements, improvements or modifications to the Licensed Software. SourceCode may provide you with Technical Support and Maintenance if you have ordered such services from SourceCode. Use of Technical Support and Maintenance is governed by the SourceCode policies and programs in effect at the time such Technical Support and Maintenance is ordered. Any enhancements, improvements, modifications or other supplemental software provided to you as part of Technical Support and Maintenance shall be considered part of the Licensed Software and subject to the terms and conditions of this EULA. With respect to technical information you provide to SourceCode as part of Technical Support and Maintenance, SourceCode may use such information for its business purposes, including for product support and development.

4. Payment Terms. You shall pay any sales, value-added or other similar taxes, duties or charges imposed by applicable law that SourceCode must pay based on the Licensed Software and/or Technical Support and Maintenance ordered by you, except for taxes based on SourceCode's income. You have not relied on the future availability of any software or updates in ordering or obtaining the Licensed Software from SourceCode.

5. Warranties, Disclaimers and Exclusive Remedies. Notwithstanding anything to the contrary, until you have obtained from SourceCode an applicable License Key which allows for access to the full functionality of the Licensed Software ("Commercial License Key"), the Licensed Software is provided to you "as is" with no warranty of any kind.

If you have acquired a Perpetual License for the Licensed Software, SourceCode warrants for 90 days after initial provision to you of a Commercial License Key for the Licensed Software (the "Warranty Period") that the Licensed Software will function in all material respects as described in the documentation for the Licensed Software, subject to compliance with the License Configuration.

If you have acquired a Subscription License for the Licensed Software, SourceCode warrants for 90 days after the start of your subscription, or an annual renewal of such subscription, if applicable ("Subscription Warranty Period") that the Licensed Software will function in all material respects as described in the documentation for the Licensed Software, subject to compliance with the License Configuration.

You must notify SourceCode of any Licensed Software warranty deficiency during the applicable Warranty Period. SourceCode also warrants that if you contracted and paid for Technical Support and Maintenance, it will be provided in a professional manner consistent with industry standards. You must notify SourceCode of any Technical Support and Maintenance warranty deficiencies within 60 days of the performance of the deficient Technical Support and Maintenance.

SOURCECODE DOES NOT WARRANT OR GUARANTEE THAT THE LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS, WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT SOURCECODE WILL CORRECT ALL ERRORS IN THE LICENSED SOFTWARE. TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES

080307

ARE EXCLUSIVE AND SOURCECODE EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND SOURCECODE'S ENTIRE LIABILITY, SHALL BE, AT SOURCECODE'S DISCRETION, AS APPLICABLE, FOR THE LICENSED SOFTWARE, (A) THE CORRECTION OF ERRORS IN THE LICENSED SOFTWARE THAT CAUSE BREACH OF THE WARRANTY; OR (B) TERMINATION OF YOUR LICENSE FOR THE LICENSED SOFTWARE AND REFUND OF THE FEES YOU PAID TO SOURCECODE FOR THE SPECIFIC LICENSED SOFTWARE (IN THE CASE OF SUBSCRIPTIONS, SUCH REFUND SHALL BE LIMITED TO THE THEN-CURRENT SUBSCRIPTION PERIOD) AND ANY UNUSED, PREPAID TECHNICAL SUPPORT AND MAINTENANCE FEES YOU HAVE PAID FOR THE SPECIFIC LICENSED SOFTWARE; AND FOR TECHNICAL SUPPORT AND MAINTENANCE, (Y) THE REPERFORMANCE OF DEFICIENT TECHNICAL SUPPORT AND MAINTENANCE; OR (Z) TERMINATION OF THE RELEVANT TECHNICAL SUPPORT AND MAINTENANCE AND REFUND ANY UNUSED PREPAID TECHNICAL SUPPORT AND MAINTENANCE FEES YOU HAVE PAID TO SOURCECODE FOR THE DEFICIENT TECHNICAL SUPPORT AND MAINTENANCE.

6. Limitation of Liability.

SOURCECODE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA OR DATA USE, ARISING FROM THIS EULA OR FROM THE USE OF OR INABILITY TO USE THE LICENSED SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL SUPPORT AND MAINTENANCE, EVEN IF SOURCECODE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR DEATH OR PERSONAL INJURY TO PERSONS CAUSED BY THE NEGLIGENCE OF SOURCECODE (WHERE NO LIMIT APPLIES), SOURCECODE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS EULA, THE USE OF THE LICENSED SOFTWARE OR TECHNICAL SUPPORT AND MAINTENANCE, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE FEES YOU PAID TO SOURCECODE FOR THE DEFICIENT LICENSED SOFTWARE OR TECHNICAL SUPPORT AND MAINTENANCE UNDER THIS EULA. Except for actions relating to death or personal injury to persons caused by the negligence of SourceCode, no action, regardless of form, arising out of or relating to this EULA or the Licensed Software may be brought by you against SourceCode more than two years after the cause of action has accrued.

7. Termination. This EULA and your license to use the Licensed Software shall terminate automatically if you fail to comply with the terms of this EULA. No notice will be required by SourceCode to effect a termination. If this EULA is terminated, you shall pay within 30 days all amounts

owed to SourceCode which have accrued prior to the end of this EULA. If you are in default of this EULA, or if the EULA is terminated, you may no longer use or continue to possess the Licensed Software. Notwithstanding anything to the contrary, your license to the Licensed Software will terminate immediately if you become insolvent or bankrupt or enter into any arrangement or composition with your creditors or if a receiver, trustee or administrator is appointed to operate or otherwise direct your business or assets. Provisions of this EULA which survive termination or expiration include those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.

8. Indemnification.

SourceCode: If someone makes a claim against you that the Licensed Software provided to you by SourceCode under this EULA and used by you according to the documentation for the Licensed Software infringes that party's intellectual property rights, SourceCode will defend, indemnify and hold you harmless against the claim provided you: (a) notify SourceCode promptly in writing, not later than 30 days after you receive notice of the claim; (b) give SourceCode sole control of the defense and any settlement negotiations; and (c) give SourceCode the information, assistance and authority as required to defend against or settle the claim. If SourceCode believes or it is determined that the Licensed Software may have violated someone else's intellectual property rights, SourceCode may choose in its discretion to: (i) modify the Licensed Software to be non-infringing; (ii) obtain a license for you to allow for continued use; or (iii) terminate the license for the Licensed Software and require its return, and refund a prorated (based on a five year life) portion of any fees you may have paid for the Licensed Software. SourceCode has no obligation to indemnify, defend or hold you harmless: (A) if you alter the Licensed Software or use it outside the scope of the License Configuration, this EULA or the use permitted by the Licensed Software documentation; (B) if you continue to use a version of the Licensed Software which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Licensed Software which was provided to you; (C) to the extent that an infringement claim is based upon any software, design, specification, instruction, data or other material not furnished by SourceCode; or (D) to the extent an infringement claim is based upon the combination of the Licensed Software with any products or services not provided to you by SourceCode. This section provides your exclusive remedies and SourceCode's exclusive liability for any infringement claim or damages.

Customer: You will defend, indemnify and hold SourceCode and its licensors harmless against: (a) any claims or actions by any third party (including any of your customers) in connection with the Licensed Software or your use thereof, or this EULA, except with respect to matters which are covered by SourceCode's indemnification obligations as provided above; and (b) any loss or damage arising from a breach by you of this EULA, or any action of any of your agents or contractors with respect to the Licensed Software for which you are responsible under this EULA.

9. Nondisclosure. By virtue of this EULA, you may have access to information that is confidential to SourceCode ("Confidential Information"), including the Licensed Software, terms and pricing under this EULA, any other documents from SourceCode regarding the Licensed Software and/or this EULA, and all information clearly identified as confidential. You agree to keep such Confidential Information

confidential and not to disclose such information to third parties without the express written consent of SourceCode.

10. Governing Law and Jurisdiction. This EULA is governed by the laws of the State of Washington, U.S.A., and both you and SourceCode agree to submit to the exclusive jurisdiction of the state and federal courts located in the State of Washington, U.S.A. in any dispute arising out of or relating to the Licensed Software, Technical Support and Maintenance or this EULA. If you have a dispute with SourceCode or if you wish to provide a notice under the Indemnification section of this EULA, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to SourceCode.

11. Other.

Audit. Upon 30 days written notice, SourceCode may audit your use of the Licensed Software. You shall cooperate with SourceCode's audit and provide reasonable assistance and access to information. You shall pay within 30 days of written notification any fees applicable to your use of the Licensed Software in excess of your license rights. If you do not pay, SourceCode can terminate your Technical Support and Maintenance, licenses for the Licensed Software and/or this EULA. SourceCode shall not be responsible for any of your costs incurred in cooperating with the audit. You shall pay the reasonable costs of such audit if the audit reveals you have exceeded your license rights.

U.S. Government Restricted Rights. All Licensed Software provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial rights and restrictions described elsewhere herein. All Licensed Software provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with RESTRICTED RIGHTS as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or FAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

Export Restrictions. You acknowledge that the Licensed Software is subject to U.S. export jurisdiction. You shall comply with all applicable international and national laws that apply to the Licensed Software, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

Transfer Restrictions. You shall not assign or otherwise transfer this EULA or any portion of the Licensed Software, or any copies thereof or any of your interests in any of the foregoing, without SourceCode's prior written consent. For purposes of this EULA, a merger, consolidation or other corporate reorganization or a transfer or sale of a controlling interest in your stock, or all or substantially all of your assets, shall be deemed to be an assignment. This EULA will inure to the benefit of and be binding upon the parties, their successors, administrators, heirs and permitted assigns.

Force Majeure. Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility or sabotage; act of God; Internet, telecommunication or electrical outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party (collectively, "Force Majeure

Events’). We both will use reasonable efforts to mitigate the effect of any Force Majeure Events. If such Force Majeure Event continues for more than 90 days, either of us may cancel unperformed services upon written notice. This section does not excuse your obligation to pay for Licensed Software or Technical Support and Maintenance as provided.

Entire Agreement. This EULA and the information which is incorporated into this EULA by written reference (including reference to information contained in a URL or referenced policy), together with the applicable SourceCode ordering document, is the complete agreement for the Licensed Software and/or Technical Support and Maintenance provided to you, and this EULA supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Licensed Software and/or Technical Support and Maintenance. **THE TERMS OF THIS EULA AND ANY CORRESPONDING SOURCECODE ORDERING DOCUMENT SHALL SUPERSEDE THE TERMS CONTAINED IN ANY PURCHASE ORDER OR OTHER NON-SOURCECODE ORDERING DOCUMENT OR CORRESPONDENCE, REGARDLESS OF WHEN SUCH ORDERING DOCUMENT IS RECEIVED OR IF SOURCECODE SIGNS SUCH ORDERING DOCUMENT, AND NO TERMS INCLUDED IN ANY SUCH PURCHASE ORDER OR OTHER NON-SOURCECODE ORDERING DOCUMENT OR CORRESPONDENCE SHALL APPLY TO SOURCECODE OR TO THE LICENSED SOFTWARE OR TECHNICAL SUPPORT AND MAINTENANCE.** If any term of this EULA is found to be invalid or unenforceable, the remaining provisions will continue in effect. This EULA and SourceCode ordering documents shall not be modified and the rights and restrictions contained therein shall not be altered or waived except in a writing signed by authorized representatives of you and of SourceCode. Any notice required under this EULA shall be provided to the other party in writing.

SOURCECODE TECHNOLOGY HOLDINGS, INC.

TECHNICAL SUPPORT AND MAINTENANCE POLICIES

These Technical Support and Maintenance policies apply to Technical Support and Maintenance services provided by SourceCode Technology Holdings, Inc. and its subsidiaries ("SourceCode") for its software products and documentation (collectively "Software"). "You" and "your" refer to the individual or entity that has ordered SourceCode Technical Support and Maintenance for the Software from SourceCode or through an authorized distributor. All Technical Support and Maintenance as specified in these policies will be provided in English.

I. Gold Level Technical Support and Maintenance Services.

Gold Level Technical Support and Maintenance gives you:

Provided you are current on your payments for Technical Support and Maintenance services, SourceCode will periodically make available to you patches, bug fixes, modifications and updates to the Software, as well as upgrades which SourceCode generally releases without charge to its supported customers (collectively, "Software Updates"). All Software Updates are considered part of the Software and licensed to you pursuant to your license for the Software. Technical Support and Maintenance services are provided only for the most recently released version of the Software and the immediately preceding version of the Software.

Call center access and interaction with the SourceCode support team in the local region providing you with support to log support service requests and address potential bugs in the Software according to these policies.

SourceCode will also provide you with online support logging facilities to log support ticket requests pertaining to potential bugs in the Software according to these policies.

You will also have access to an on-line collection of self-help tools and how-to information to help you develop your own solutions and troubleshoot issues.

II. Additional Technical Support and Maintenance Services.

You can supplement your Gold Level Technical Support and Maintenance with the following optional premier services:

1. Subscription Options. Subscription options are available for one year periods.

(i) After Hours Options. After-Hours support is available only for Severity One issues as defined below.

1. *Business Day After-Hours* support provides after-hours support during the work week (start of business on Monday to the end of business Friday) in the applicable support region.
- 2.. *Everyday After-Hours* support provides support any time inside or outside of normal business hours, including weekends and public holidays, in the applicable support region.

Licensees are required to contact our support phone line in order to receive assistance through these after-hours options.

(ii) Multi-Regional Option. The *Multi-Regional* support option is for licensees with offices or teams in multiple support regions or countries. It allows each team to receive support from SourceCode in its region. The Multi-Regional support option extends Gold Level Technical Support and Maintenance to additional support regions during normal business hours for that support region.

(iii) Extended Term Option. The *Extended-Term* support is for licensees still using specified K2 product versions that have been obsoleted and are no longer supported under standard K2 support and maintenance policies. This option is only available for specific major releases of obsolete K2 products. The Extended Term support option provides Gold Level Technical Support in the support region where the software was acquired. While patches and bug fixes will be provided as needed, no regular updates to the obsoleted software will be issued.

2. Pay-Per-Incident Options. Pay-Per-Incident options allow support to be purchased as-needed on a per incident basis. Payment is required before support is provided. Pay-Per-Incident support is not available in all support regions.
 - (i) After-Hours Options.
 1. *Pay-Per-Incident Scheduled After-Hours* support provides support during a scheduled appointment after business hours in the support region.
 2. *Pay-Per-Incident Emergency After-Hours* support provides support if you don't subscribe to any after-hours support options or have not scheduled after-hours support.
 - (ii) Technical Advisory Services. Licensees can purchase Technical Advisory Services for access to a K2 knowledge expert who can address specific "how-to" technical questions regarding design or implementation of a K2-based solution (see below).

III. Support Ticket Severity Levels.

SourceCode will use reasonable efforts to correct errors and provide maintenance for the Software as outlined below. All requests for Technical Support and Maintenance assistance will include one of the following severity levels:

- (i) **Severity 1 (Emergency)** - The Software or a significant portion of the Software is totally inoperative. The Software is severely impacted or in a catastrophic situation causing total system failure or unrecoverable data loss. This severity level can only be assigned to situations involving Software already installed and operating in production or "live" environments.
- (ii) **Severity 2 (High)** - The Software is usable, but is functionally degraded or restricted in a material manner with disruption to the normal operation of the system or a significant part of the system.
- (iii) **Severity 3 (Low)** - The Software is usable but one or more functions may not operate as expected. This is a non-critical situation or one for which a work-around has already been identified.

A severity level may be changed only by SourceCode in its reasonable discretion.

IV. Response and Resolution Times.

Response Times.

SourceCode will make reasonable efforts to respond to Technical Support and Maintenance requests based on the severity and support level as shown below. The "Response Time" is the time elapsed between the initial report by you and when SourceCode aims to send an initial response to your report. A "business day" means a regular business workday other than a Saturday, a Sunday or a public holiday in the support region from which Technical Support and Maintenance services are provided to you, and "business hours" means the business hours in the support region from which Technical Support and Maintenance services are provided to you during a business day (see below for support region information). Technical Support and Maintenance services are provided to you from the location supporting the region where your licensee address is located as provided to SourceCode.

Severity	Gold Level Target Response Time
1	2 business hours
2	4 business hours
3	2 business days

Resolution Times.

SourceCode will also make reasonable efforts to resolve Technical Support and Maintenance requests based on the severity and support level as shown below:

- (i) **Severity 1:** Reasonable attention from necessary maintenance staff until the problem is materially resolved. Resolution will normally be provided as a special purpose Software Update. The target time for resolution of the problem, or reducing the impact of the problem to Severity 2 or 3, is within three (3) calendar days from the time the problem is reported. SourceCode will maintain regular communication with you regarding the problem at mutually agreed upon intervals. If the resolution involves a code correction, it will normally be incorporated into the next general release Software Update.

- (ii) **Severity 2:** SourceCode will make reasonable efforts to provide a resolution reasonably acceptable to you or reduce the impact of the problem to Severity 3, usually via a special purpose Software Update. If the resolution involves a code correction, it will normally be incorporated into the next general release Software Update.
- (iii) **Severity 3:** SourceCode will make reasonable efforts to determine what corrective action is necessary to remedy the problem via a special purpose Software Update or advice to you. If the resolution involves a code correction, it will normally be incorporated into the next general release Software Update.

Severity	Gold Level Target Resolution Time
1	3 calendar days
2	5 business days
3	10 business days

V. Support Region Business Times.

The location and business hours of each support region providing technical support as specified in herein is available at SourceCode's website (www.k2.com)

VI. Your Obligations and Restrictions.

In order to receive Technical Support and Maintenance services, you agree to promptly install into the Software all Software Updates given to you by SourceCode. You acknowledge that any failure to timely implement such Software Updates may render the Software unusable or non-conforming to the applicable Documentation and you assume all risks arising from your failure to install such Software Updates. Even if you have paid the applicable fees, SourceCode will not be required to provide Technical Support and Maintenance services to you if you have not properly implemented all Software Updates provided to you.

You agree to give SourceCode access to the installed Software as necessary for SourceCode to determine the cause of the problem and find a resolution. You are solely responsible for your data, information and software, including making back-up copies and security.

You agree to inform SourceCode in writing regarding any changes or modifications to the Software you have made or had made for you. SourceCode will not be responsible for maintaining or providing support for the modified portions of the Software or portions of the Software affected by such modified portions.

If you request SourceCode to provide Technical Support and Maintenance services for (i) problems caused by your use of the Software outside the scope of the Software license or documentation or by any changes or modifications to the Software not authorized by SourceCode; (ii) problems caused by any changes to your system environment; or (iii) any problem for which SourceCode is not obligated to provide Technical Support and Maintenance services, such Technical Support and Maintenance services are subject to availability of SourceCode personnel and will be billed to you at SourceCode's standard time and materials rates at the time of such service.

VII. Term and Termination.

Technical Support and Maintenance services are purchased at your option. However, if you purchase Technical Support and Maintenance services for any Software licensed to you, you must purchase the same level of Technical Support and Maintenance services for all Software licensed to you. If you cancel or do not renew Technical Support and Maintenance services, such services will cease for all Software licensed to you. In the event Technical Support and Maintenance services are cancelled or not originally purchased at the time you licensed the Software, you may be charged a reinstatement fee if you choose to later purchase Technical Support and Maintenance services.

Technical Support and Maintenance services shall commence upon the date indicated in the applicable ordering document or invoice from SourceCode, and continue for the period specified. Except if Technical Support and Maintenance services are being provided to you as part of a Software subscription, at the end of such period, Technical Support and Maintenance services shall automatically renew for successive one (1) year periods unless you or SourceCode gives notice of cancellation or non-renewal of such Technical Support and Maintenance services at least thirty (30) days prior to the end of such period. You will be invoiced and responsible for payment for such renewals of Technical Support and Maintenance services.

Either party may terminate Technical Support and Maintenance services in the event the other breaches these Technical Support and Maintenance policies and fails to cure such breach within thirty (30) days after receiving written notice of such breach. If you terminate Technical Support and Maintenance services based upon an uncured breach by SourceCode, you will receive a refund of any prepaid and unused Technical Support and Maintenance fees. If SourceCode terminates Technical Support and Maintenance services based upon an uncured breach by you, you will not be entitled to a refund of any Technical Support and Maintenance fees.

If your license to the Software is terminated, SourceCode's obligation to provide Technical Support and Maintenance services terminates at the same time. The termination, cancellation or non-renewal of Technical Support and Maintenance services does not remove your obligation to pay any amounts due or accrued as of the date of termination, or any other of your obligations to SourceCode then or thereafter accrued.

VIII. Payment Information.

Fees for Technical Support and Maintenance services are calculated based on a percentage rate applied to the greater of (i) the then-current list price of the Software licensed to you; (ii) the immediately prior list price of the Software licensed to you; and (iii) the actual license fees you paid for such licensed Software. Unless otherwise specifically provided, fees for Technical Support and Maintenance services will be due and payable in advance according to these policies and your agreement with SourceCode. Remittance information will be provided on the applicable SourceCode invoice to you. If you have existing supported licenses and wish to acquire additional software licenses from SourceCode, the fee for Technical Support and Maintenance services for such additional licenses shall be based on the then-current rate for Technical Support and Maintenance services, prorated for the remaining term of such services. Renewal of Technical Support and Maintenance services shall be based on the total number of supported licenses at the time of renewal.

IX. Technical Advisory Services.

Technical Advisory Services provide "how to" and/or development consultation with a SourceCode specialist to assist with your use and implementation of SourceCode software. TAS consultation is offered to help you with specific targeted technical questions on how to use SourceCode software, while Technical Support addresses technical issues and problems with software functionality. If it turns out your TAS question is the result of a software technical issue, your question will be routed to Technical Support and you will not be charged for TAS time.

In order to use TAS credits you have purchased, you will first need to contact technical support through an online portal. A SourceCode consultant will then contact you to assess your technical questions and to schedule an appointment. Appointments are scheduled as they are received and as available times allow. Special arrangements can be made for after-hours assistance with installation or infrastructure questions, which will require the use of more TAS credits. All TAS assistance is delivered remotely though email, telephone and/or screen share, and in minimum one hour increments.

TAS credits are valid for one year from the date they are purchased, but you must be currently receiving Gold Level Technical Support and Maintenance in order to use TAS credits. Should your Gold Level Technical Support and Maintenance expire while you still have unused TAS credits, those TAS credits will be reinstated for their remaining validity period if you renew Gold Level Gold Level Technical Support and Maintenance within 30 days after such expiration.



Kofax, Inc. Software License Agreement

IMPORTANT NOTICE: By downloading or installing any Kofax Software Products to Your (or your employer's) computer(s) or network, You are agreeing to be bound by the terms and conditions of this Software License Agreement. If You are downloading or installing Kofax Software in connection with your employment by a business or other entity you represent or work for, you are further representing to Kofax that You are authorized and agree to bind such business or entity to this Agreement in connection with downloading, installing or using any Kofax Software Product (in which case the term "You" as used in this Agreement refers to such business or entity). Use of Kofax Software Products may further require a license key or product registration.

1. Software License. Kofax, Inc. ("Kofax") grants to You a limited, non-exclusive license right (the "License") to install and use the downloaded Kofax Software Product(s) (the "Software"). The License allows You to use the Software in object code form only for the purposes (internal use, evaluation, testing, demonstration, disaster recovery), duration and extent for which You have paid the appropriate license fees, as evidenced by one or more valid and mutually agreed upon purchase order documents between You and Kofax or an authorized Kofax reseller identifying the product(s) licensed (the "Software") and any applicable limitations on use (such as volume limitations or concurrent client module use limitations). Where Your License is limited on an annual volume basis, Your authorized volume usage limit shall pertain to the 12 month period commencing from the date the Software is delivered to You. Page count licenses will expire and deactivate one year from purchase notwithstanding any existing unused image volume. Any features or functionality to be included in any future or subsequent releases of the Software are at the sole discretion of Kofax and nothing in this Agreement should be interpreted or construed to include any right on Your part to receive any specific features or functionality in the future.

2. Term & Termination. The License shall remain in effect perpetually unless terminated in accordance with the terms of this Agreement. You may terminate this Agreement and the License at any time by certifying destruction of all copies of the Software and associated documentation. This Agreement will further terminate upon Your failure to cure any material breach of this Agreement within 30 days of written notice from Kofax regarding such breach. In the event of termination, regardless of cause, the License will immediately terminate, and you will promptly destroy all copies of the Software. Sections 6, 7, and 10-17 of this Agreement, and the obligations embodied therein, will survive any termination of this Agreement.

3. Support Services. Kofax or an authorized Kofax reseller will provide support services for which You have paid the required annual support fees, subject to the terms and conditions of this Agreement and the **Kofax Support Commitment** (the "Support Commitment"), the current version of which are available at all times at www.Kofax.com/support/ and which is incorporated herein by reference. What is included and excluded from the services, and other requirements, is described in the Support Commitment. Kofax may make minor revisions to the Support Commitment from time to time without notice to You. Support pricing shall be as quoted and agreed upon between the Parties for the initial term, and shall increase for renewal terms by an amount not to exceed 5% of the prior year term fee, provided that increases associated with additional software license purchases, if any, shall be incorporated into the base for the purpose of calculation of each annual increase. The initial one year support services term will begin on the first day of the month following the invoice date of the Software. For as long as Kofax makes support services for the Software generally available to all of its customers, this Agreement will automatically renew on each anniversary date thereafter for a new one year term, unless You give Kofax 60 days written notice, prior to the end of the current term, of Your intent not to renew. Kofax will invoice You for renewal fees up to 60 days prior to expiration of each term. Kofax may terminate and suspend performance of all support services if You fail to pay any past due Kofax invoice within 10 days of written notice of such failure, in the event of any other material breach by You which remains uncured 30 days after notice thereof or if any of the Software ceases to be subject of a valid Software License Agreement. Kofax will not provide support following expiration of this Agreement. In the event You desire support to be reinstated following expiration, You agree: 1) to pay a reinstatement fee equal to the current annual support fee and any unpaid support fees from the date of expiration to the date of reinstatement; and 2) to pay for at least one additional year of support services from the date of reinstatement. All software maintenance releases, updates, patches, workarounds or other software and/or

documentation furnished to You pursuant to this Agreement shall be deemed to be Software, as that term is used herein. Upon receipt and installation of a software maintenance release to a Software program, You may keep (in addition to the current revision archival copy permitted hereunder) one copy of the previous version of that Software for archival purposes only and shall destroy all other copies of the previous version.

4. Professional Services Engagements. All professional services engagements shall be performed under a separate professional services agreement, mutually agreed upon in writing by authorized representatives of each of us. Any fees for Software hereunder shall be due and payable under the terms set forth in Section 5 of this Agreement, and shall not be dependent or contingent in any way upon the performance or completion of any separate professional services engagement.

5. Price-Payment-Delivery. All rights granted in this Agreement are conditional upon payment of the appropriate fees. Invoices are due and payable 30 days from date of invoice. You agree to pay or reimburse all sales, use, VAT or excise taxes, duties or assessments arising on or measured by amounts payable to Kofax hereunder. You are not responsible for Kofax's income taxes. All tangibles will be delivered FOB Kofax's offices.

6. Copyright. The Software is proprietary commercial software developed at private expense by Kofax and/or its licensors. Kofax reserves all intellectual property rights to the Software and its documentation under U.S. Copyright Law and international copyright treaty provisions as well as trade secret, industrial property, unfair competition or similar laws applicable to the locality where you use it. No product or service provided under this Agreement will be deemed a "work-made-for-hire". In accordance with copyright law You may not, and You may not allow any third party to, 1) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas of the Software by any means whatsoever; 2) remove any product identification, copyright legend or other notices; 3) rent, lease, lend, or sublicense the Software to third parties; 4) modify, incorporate into or with other software or create a derivative work of any part of the Software except as specified in the user documentation or as permitted under separate license agreement with Kofax; or 5) attempt to use the Software, or any portion thereof, in excess of its licensed capacity. Except as may be reasonably required to use the Software in accordance with the License, and except as strictly required for back-up and archival purposes, You may not copy the Software or any portion thereof.

7. Limited Warranty. Subject to the limitations stated herein, Kofax warrants to You, the original end user, that, for a period of 90 days from the date of receipt a) the hardware key and the media on which Software is furnished will be free of defects in materials and workmanship, and b) such Software, as delivered, will materially conform to Kofax's then-current documentation for such Software. Your exclusive remedy, and Kofax's entire liability, under this warranty will be, at Kofax's option, the replacement of the non-conforming Software, hardware key, media and/or documentation or a refund of the license fee You paid, subject to Your return of the Software. This Limited Warranty is void if failure of the Software has resulted from accident, abuse or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. The services provided hereunder shall be performed in a good and workmanlike manner in accordance with generally accepted standards of the software industry. This section does not apply to the provision of professional services.

8. Disclaimer of Additional Warranties. THE EXPRESS WARRANTY ABOVE IS IN LIEU OF ALL OTHER WARRANTIES. KOFAX DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; OR ANY WARRANTY ARISING FROM THE

COURSE OF DEALING BETWEEN THE PARTIES OR FROM TRADE USAGE.

9. Intellectual Property Indemnification. Kofax will defend, at its own expense, any claim, suit or proceeding brought against you to the extent it is based upon a claim that Your use of the Software in the United States, Canada, Australia or the European Union pursuant to this Agreement infringes upon any patent, copyright or trade secret of a third party. You agree that you will promptly notify Kofax in writing of any such claim or action and give Kofax full information and assistance in connection therewith. Kofax will have the sole right to control the defense of, and to settle or compromise, any such claim or action. If You comply with the provisions hereof, Kofax will pay all damages, costs and expenses finally awarded to third parties against You in such action. If the Software is, or in Kofax's opinion might be, held to infringe as set forth above, Kofax may, at its option, replace or modify the Software so as to avoid infringement, or procure the right for You to continue to use the Software. If neither of such alternatives is, in Kofax's opinion, commercially reasonable, You will return the infringing Software to Kofax, and Kofax's sole liability, in addition to its obligation to pay awarded damages, costs and expenses as set forth above, shall be to refund the license fees You paid to Kofax hereunder, depreciated on a 3-year, straight-line basis.

Kofax will have no liability for any claim of infringement arising as a result of a) Your use of the Software in combination with any items not supplied by Kofax; b) any modification of the Software at Your request; c) use of other than the latest revision of the Software if use of the latest revision would avoid the infringement; or d) use outside the scope of the granted licenses.

The foregoing states Kofax's entire liability concerning infringement of intellectual property rights, including but not limited to, patent, copyright and trade secret rights.

10. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL KOFAX BE LIABLE TO YOU FOR ANY LOST PROFITS, LOST OR DEGRADED DATA, INTERRUPTION OF BUSINESS, PROCUREMENT OF SUBSTITUTE PRODUCTS, OR FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, ARISING OUT OF THE USE OF (OR INABILITY TO USE) THE SOFTWARE OR THE PROVISION OF SERVICES HEREUNDER, EVEN IF KOFAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Except as set forth in Section 9, Kofax's liability to you will in no event, whether in contract, tort (including negligence) or otherwise, exceed the fees You actually paid to Kofax pursuant to this Agreement.

11. Equitable Remedies. You agree that a material breach of this Agreement adversely affecting Kofax's proprietary rights in the Software or other confidential materials provided hereunder would cause irreparable injury to Kofax for which monetary damages would not be an adequate remedy and, therefore, that Kofax shall be entitled to equitable relief (e.g. injunction) in addition to any remedies it may have hereunder or at law.

12. Assignment. You may not assign this Agreement or any of the rights granted hereunder without the prior written approval of Kofax.

13. Notices. All notices under this Agreement shall be in writing, shall reference this Agreement, and shall be deemed given: 1) when delivered personally; 2) when sent by confirmed facsimile transmission; 3) five days after having been sent by registered or certified mail, return receipt requested; or 4) one day after deposit with a commercial overnight carrier, with written verification of receipt.

14. Waiver/Severability. Failure by either of us to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Similarly, the provision of any accommodation exceeding the requirements of this Agreement shall not constitute a waiver of any provision hereof, nor shall it be construed to establish a course of dealing contrary to the express terms hereof. If any provision of this Agreement shall be adjudged by a court of competent jurisdiction to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

15. Resolution of Disputes. In the event of any dispute arising out of or relating to this Agreement, we shall attempt in good faith to resolve such dispute through informal means, including timely escalation of the dispute to senior management having full settlement authority. If the dispute is not resolved as a result of these efforts, the matter will be submitted to final and binding arbitration under the rules of the American Arbitration Association. We agree to cooperate in selecting an arbitrator and in scheduling the arbitration proceedings. Arbitration proceedings will be conducted by one arbitrator in the English language, applying the substantive state and federal laws of and for California, excluding its laws pertaining to "conflict of law". We specifically agree that that body of law known as the United Nations Convention on the International Sale of Goods shall not apply to this Agreement. The site of any proceedings shall be Orange County, California. The provisions of this section and any resulting award may be enforced by any court of competent jurisdiction. The prevailing party in any arbitration shall be entitled to an award of all costs, fees and reasonable expenses, including attorneys' fees, incurred as a result of the arbitration or any action to enforce the arbitration award. Punitive damages may not be awarded in connection with any arbitration proceeding arising out of or relating to this Agreement.

16. Force Majeure. Neither party to this Agreement shall be liable for non-performance to the extent that such non-performance is caused by events or conditions beyond that party's control, provided such party promptly notifies the other thereof and makes reasonable efforts to perform.

17. Complete Agreement. This Agreement, including all attachments, constitutes the entire agreement between the parties with respect to the subject matter hereof. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and it shall supersede any and all conflicting provisions of any order document(s) between the parties. This Agreement may be modified, amended or waived only by a written instrument signed by duly authorized representatives of both parties.

Kofax Support Commitment

Introduction

Kofax provides Support Services that assist you in realizing the full value of your Kofax Software products. This document describes the Kofax Commitment to provide these Support Services.

Offerings

- **Updates and Upgrades** – All offerings include regularly scheduled Product Releases, which include defect fixes and functional upgrades.
- **Web-based Services**
 - **Knowledge Base** – Customers are entitled to 24x7 access to Kofax knowledge bases. Kofax Technical Support personnel regularly update these information resources with the latest validated information on Case solutions, frequently asked questions, and tips and techniques.
 - **Web-based Support Tool** – Online Case submission and tracking system allowing eligible contacts to create, update, and review their existing Cases.
 - **Product Updates** – Download access to the latest Fix Pack and Service Pack releases.
- **Kofax Standard Support (Annual Fee)** – When a Customer cannot resolve an issue using the tools and resources described in Web-based Services, that Customer can contact the Kofax Technical Support team during the **Kofax Business Hours** of the Customer's primary installed site. By default, the primary installed site is considered the location of the Customer's corporate headquarters, unless otherwise specified.
- **Kofax 24x7 Support (Annual Fee)** – Extends Kofax Standard Support to include access to the Kofax Technical Support team for Critical Priority issues around the clock. This support is provided only in English.

NOTE: Support is provided for Kofax Software that is covered by a valid current Support Agreement. All components of any Kofax Software, where support is available and offered by Kofax, must be included under a current Support Agreement.

Contact Options

In all Cases, Kofax requires the Customer contacting Technical Support to be fully trained and, where appropriate, certified on the use of the product. In addition, the Technical Support team validates the coverage of all product licenses by a current Support Agreement.

Kofax Partners are required to provide **First Line** support where the Customer chooses to work with the Partner as the primary support provider. The Partner is expected to provide assistance in answering software installation, configuration, or usage questions; initial error information gathering; error isolation and identification; creating a reproducible test

environment; and providing standard fixes or workarounds to known problems. Where the Customer chooses and enters into a Support Agreement with Kofax, Kofax expects the Customer to assist with providing these services.

Kofax Technical Support provides **Second Line** support to its Partners and direct Customers. This includes, but is not limited to, further assistance with the tasks described in the previous paragraph. This may include a workaround or require the Customer to install a Hot Fix, Fix Pack, Service Pack, or upgrade to the latest Product Release. If required, **Second Line** support includes contacting Research and Development (R&D) for diagnostic assistance or a Hot Fix (if deemed necessary by Kofax to resolve the issue) for Critical Priority problems.

Kofax provides Web-based Access, through the [Kofax Customer Portal](#), to contact its Technical Support team. Telephone Access is also available as described in the [Kofax Technical Support - Detailed Contact Information](#) document.

Operational Commitments

Kofax Technical Support prioritizes its Case load based on **the Case Priority** set by the Customer and validated by Kofax Technical Support. The priorities and the **Initial Response Times** are defined in this table:

Priority	Environment	Functionality loss	Users affected	Initial response time
critical	production	major	many or all	1 business hour
high	production	major	few or N/A	2 business hours
normal	production	minor, how- to, or usage questions	any	4 business hours
normal	non-production	any	any	4 business hours

Initial response time represents the maximum time it takes a Kofax Technical Support Analyst to acknowledge receipt of a Customer's reported Case and begin diagnosis. The assigned Support Analyst works the case jointly, with the Customer, to identify an acceptable workaround or resolution of the issue. If the resolution of the Case requires escalation to another Technical Support Analyst or to Kofax R&D, the Technical Support Analyst handling the Case gathers all required information and assigns the Case to the appropriate resource.

A Customer can escalate a Case at any time, whenever the Customer thinks the Case needs additional attention. Escalation of a Critical Priority Case triggers an alert in the Kofax Case Tracking System. Cases can generally be escalated if the Priority of a Case increases or if the response time to a Case is deemed inadequate.

Life Cycle Policy

Kofax provides new software in the form of **Major** or **Minor Releases**. These contain functional enhancements as well as fixes to newly discovered defects. Major Releases are denoted by full versions such as 5., 6., whereas minor releases are expressed as point releases such as 5.1, 5.2, and so on. In addition, on a periodic basis, Kofax releases **Service**

Packs that contain fixes for newly discovered defects. For certain Critical Priority problems, Kofax, at its sole discretion, issues **Hot Fixes** in the form of cumulative **Fix Packs** that are then incorporated into the next available Service Pack and Minor or Major Release.

Kofax is committed to supporting the most current Major Release and the previous Major Release. When a new Major Release enters General Availability, the previous most current Major Release is no longer available for sale to new customers and is then considered to be the previous Major Release. Kofax continues to support the supplanted previous Major Release for an additional year, only for critical defects. Current customers can continue to buy additional ancillary items for this release through the product's End of Support period.

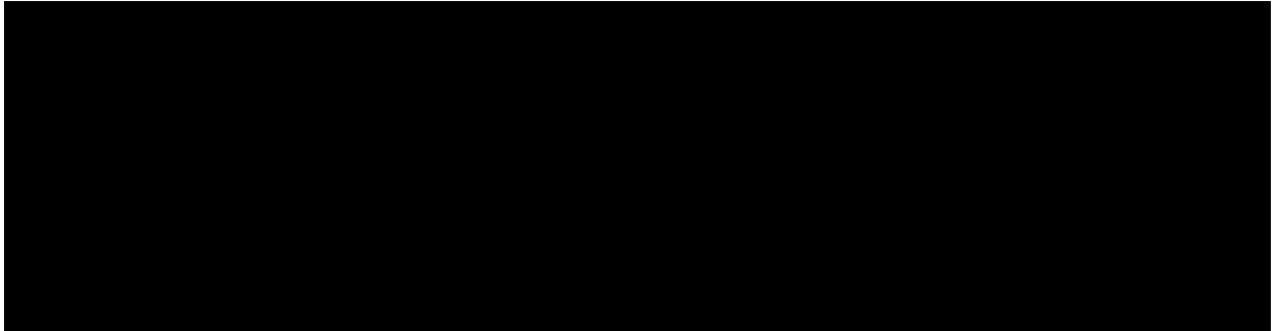
Kofax Extended Support (Annual Fee) – When a Major Release Product enters its End of Support period according to the Life Cycle policy, support is available to facilitate migration to a current Major Release.

Exclusions

Software Support does not cover: (i) modifications made to the standard Software application by the Customer or third parties (including Kofax Professional Services), (ii) applications developed by the Customer or third parties, products, services or functionality not provided by Kofax R&D, (iii) onsite support services at the physical location of the Error, (iv) products for which the Customer has not maintained current certifications, (v) systems engineering services, programming and operations procedures of any sort, (vi) the use of an operating system or any software or hardware or networking systems not certified by Kofax as described in the [Kofax Cross Product Compatibility Matrix](#); (vii) interconnection or integration of the Programs with products not designated Certified or Supported by Kofax, (viii) use of the Programs in a manner for which they were not designed.

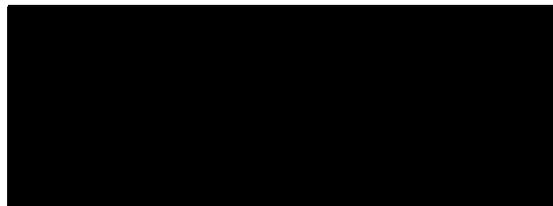
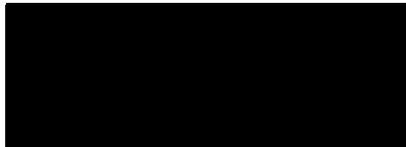


MCKESSON HEALTH SOLUTIONS MASTER AGREEMENT

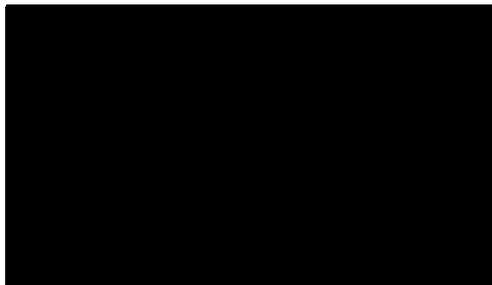


[_____]
By: _____
Name: _____
Title: _____
Date: _____
Customer Address: _____

MCKESSON HEALTH SOLUTIONS LLC
By: _____
Name: _____
Title: _____
Date: _____



Customer Number	
Contract Number	



MA No. _____
November 15, 2013

CONFIDENTIAL
1 of 21

MA TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

[Redacted]

SECTION 2: ORDERING PROCESS

[Redacted]

SECTION 3: PRODUCTS AND SERVICES

[Redacted]

[Redacted]

CONFIDENTIAL

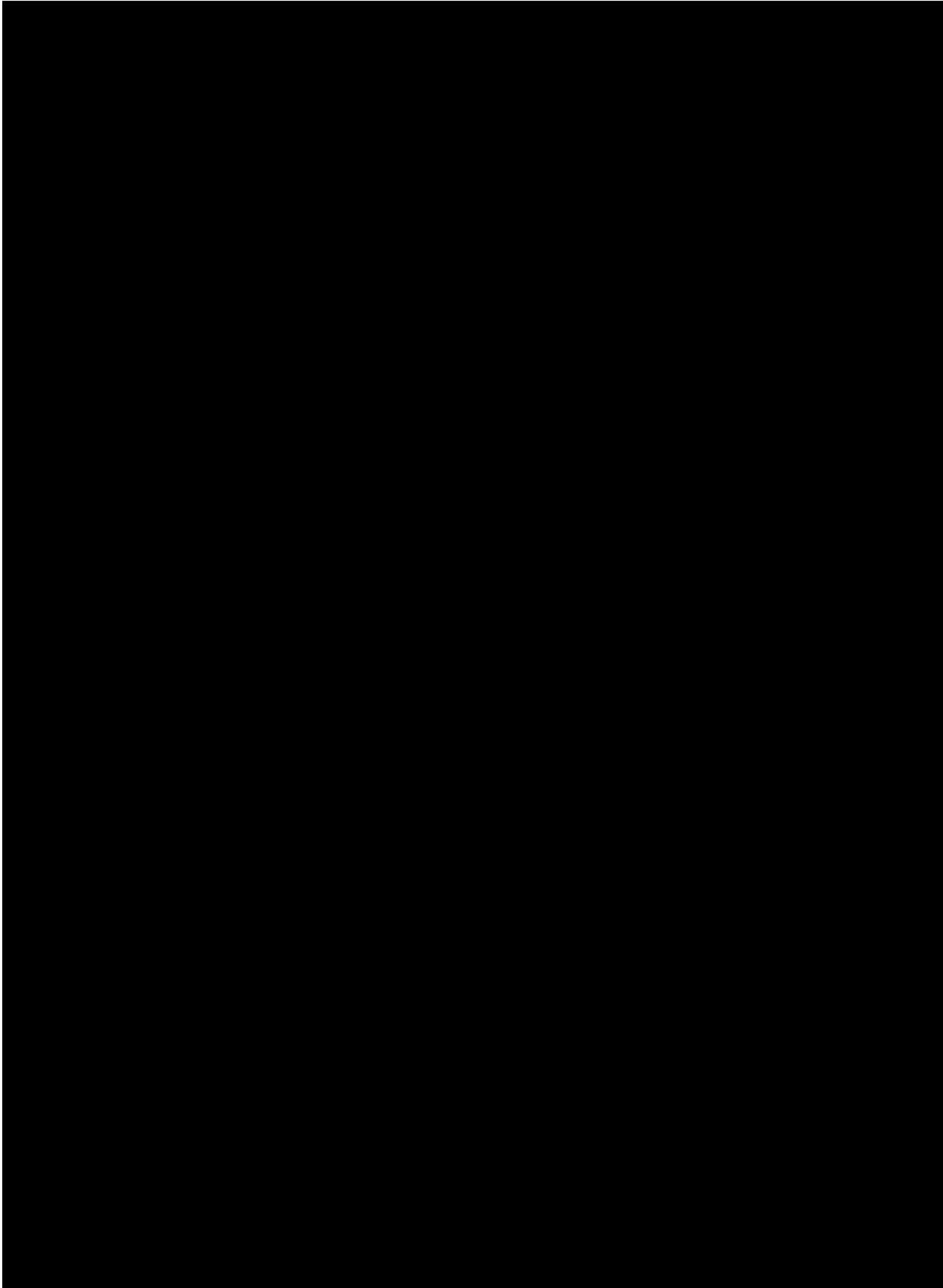
MA No. _____
November 15, 2013

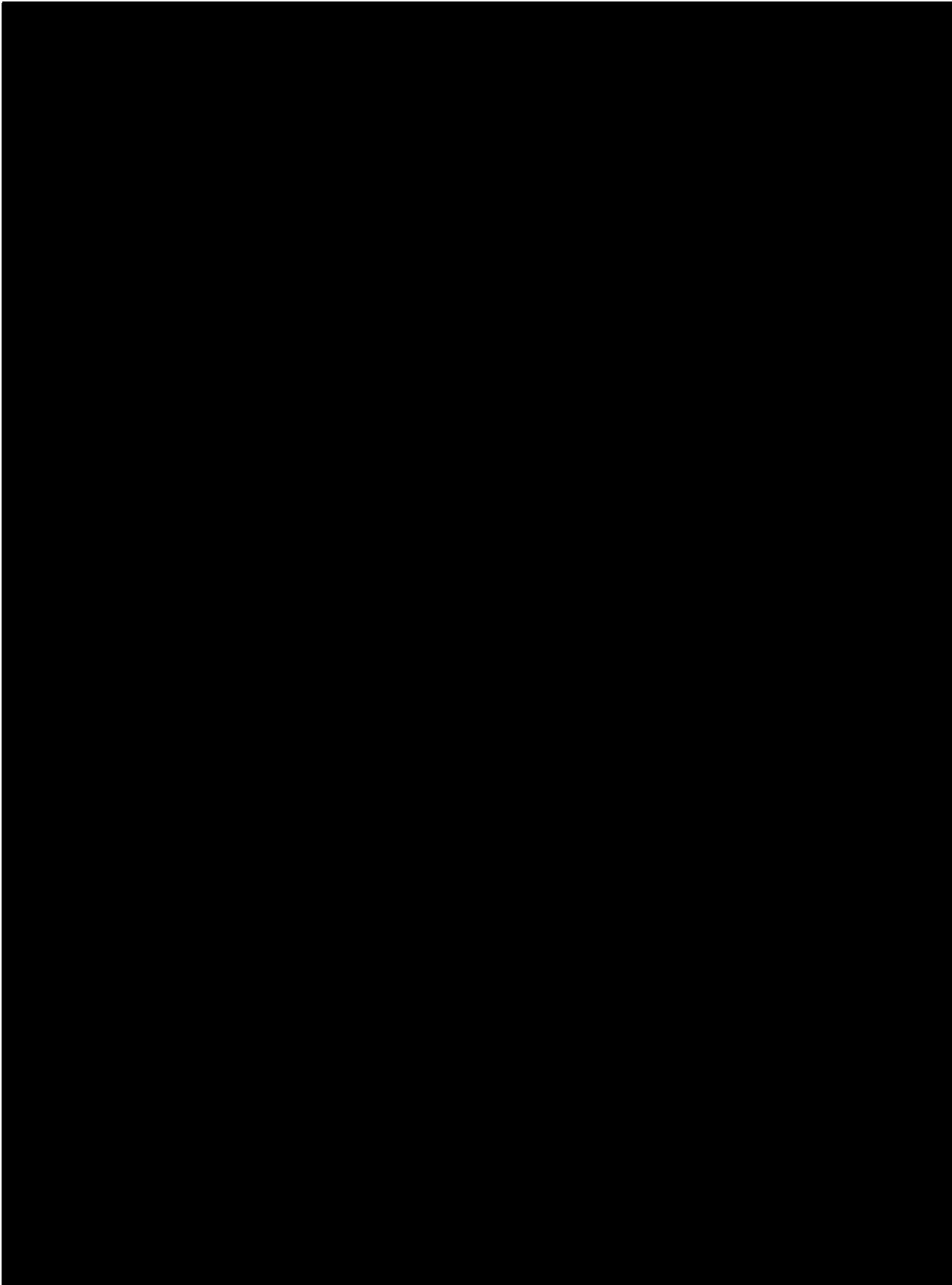
CONFIDENTIAL

3 of 21

Tab 4F: Approach to Meeting Hardware and Software Expectations

Tab 4F-56





MA No. _____
November 15, 2013

CONFIDENTIAL
5 of 21

Tab 4F: Approach to Meeting Hardware and Software Expectations

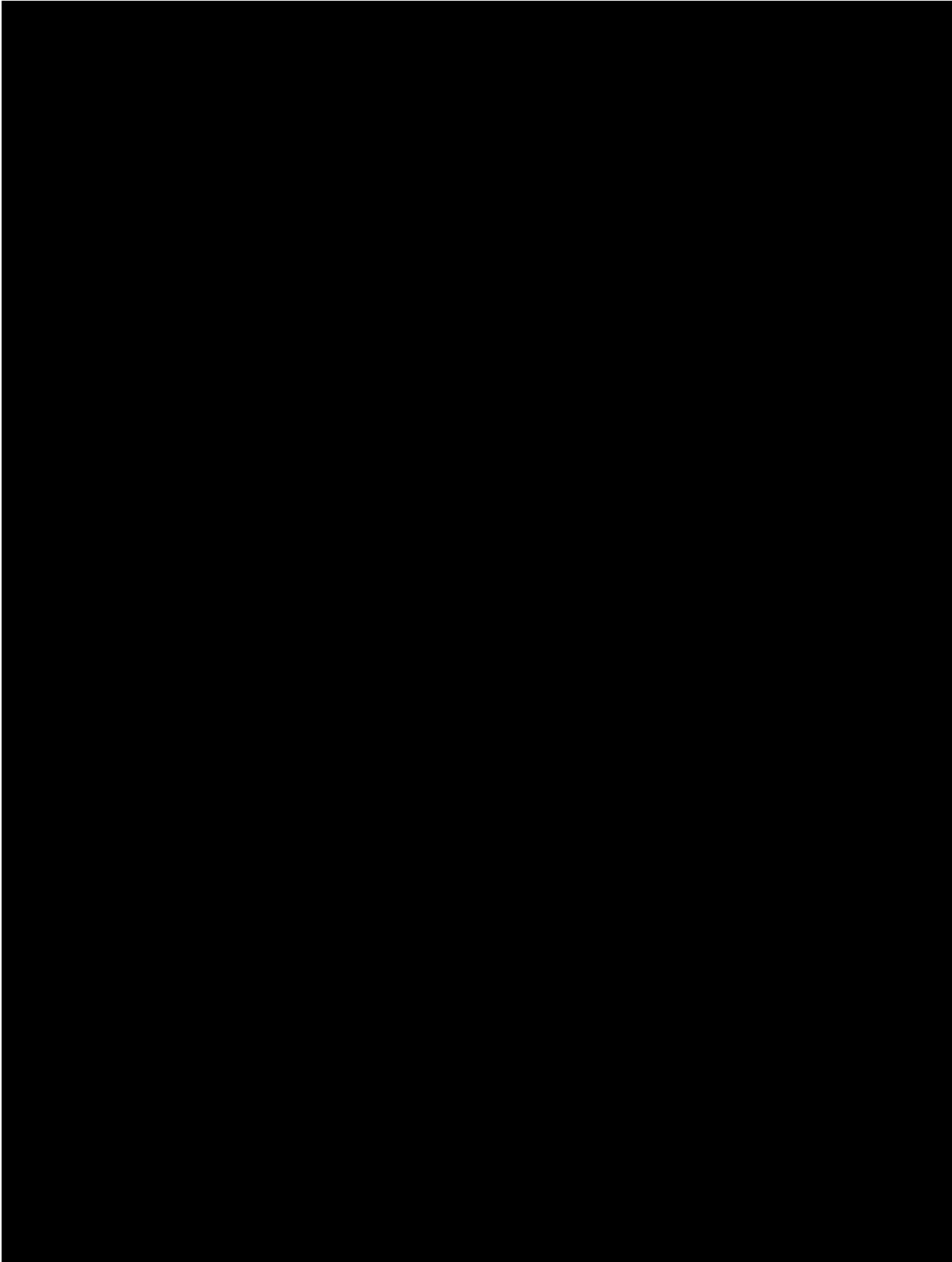
Tab 4F-58

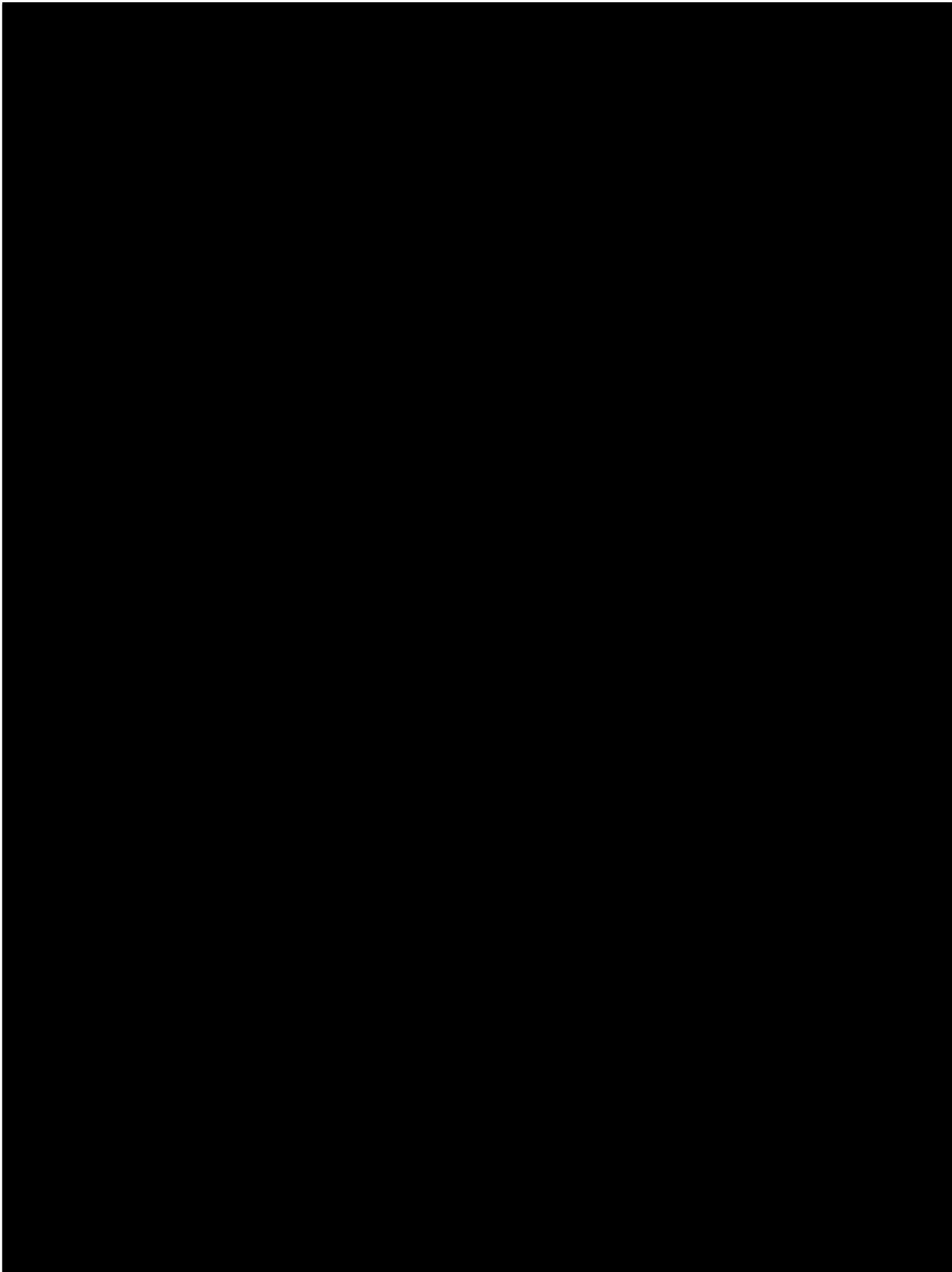
MA No. _____
November 15, 2013

CONFIDENTIAL
6 of 21

Tab 4F: Approach to Meeting Hardware and Software Expectations

Tab 4F-59



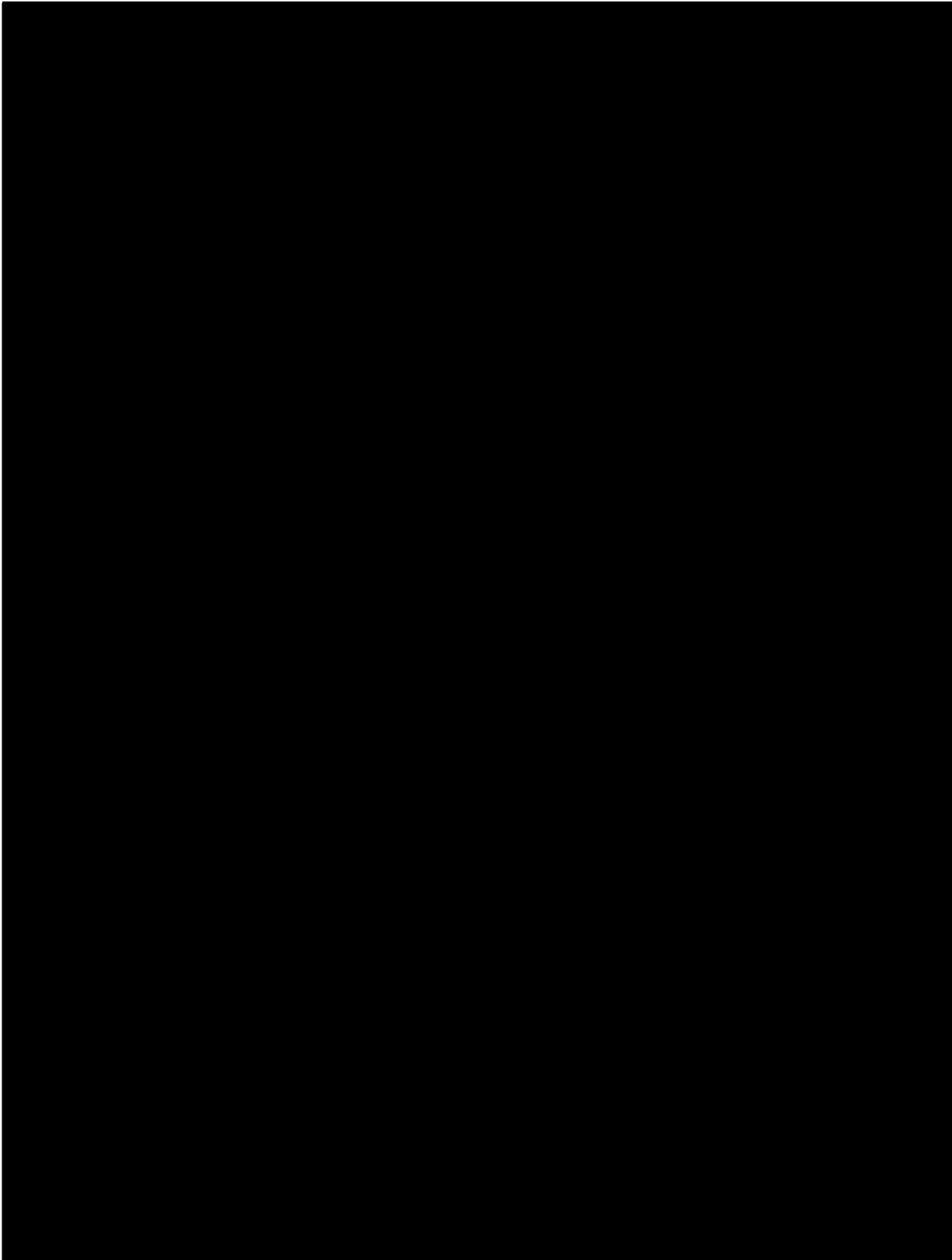


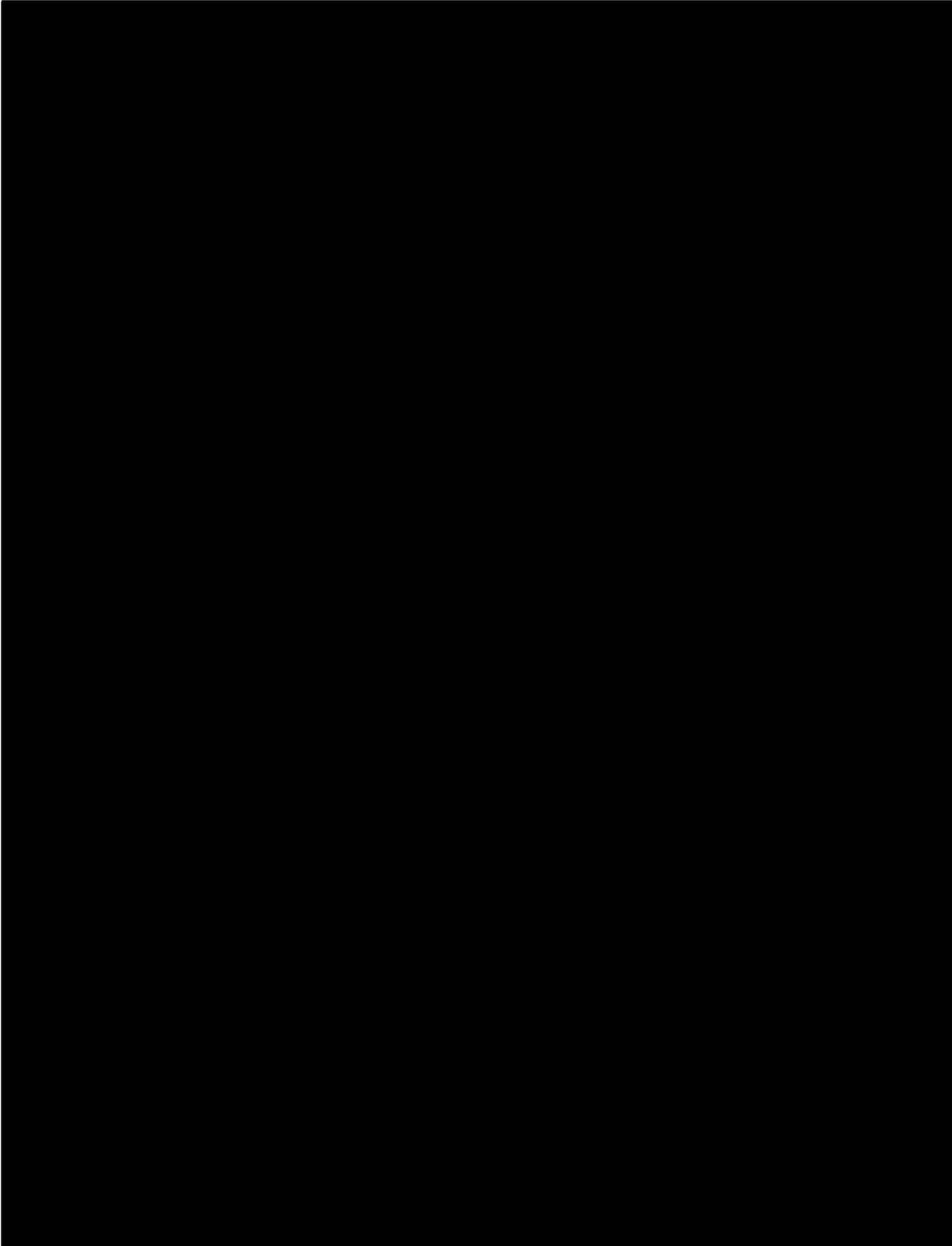
MA No. _____
November 15, 2013

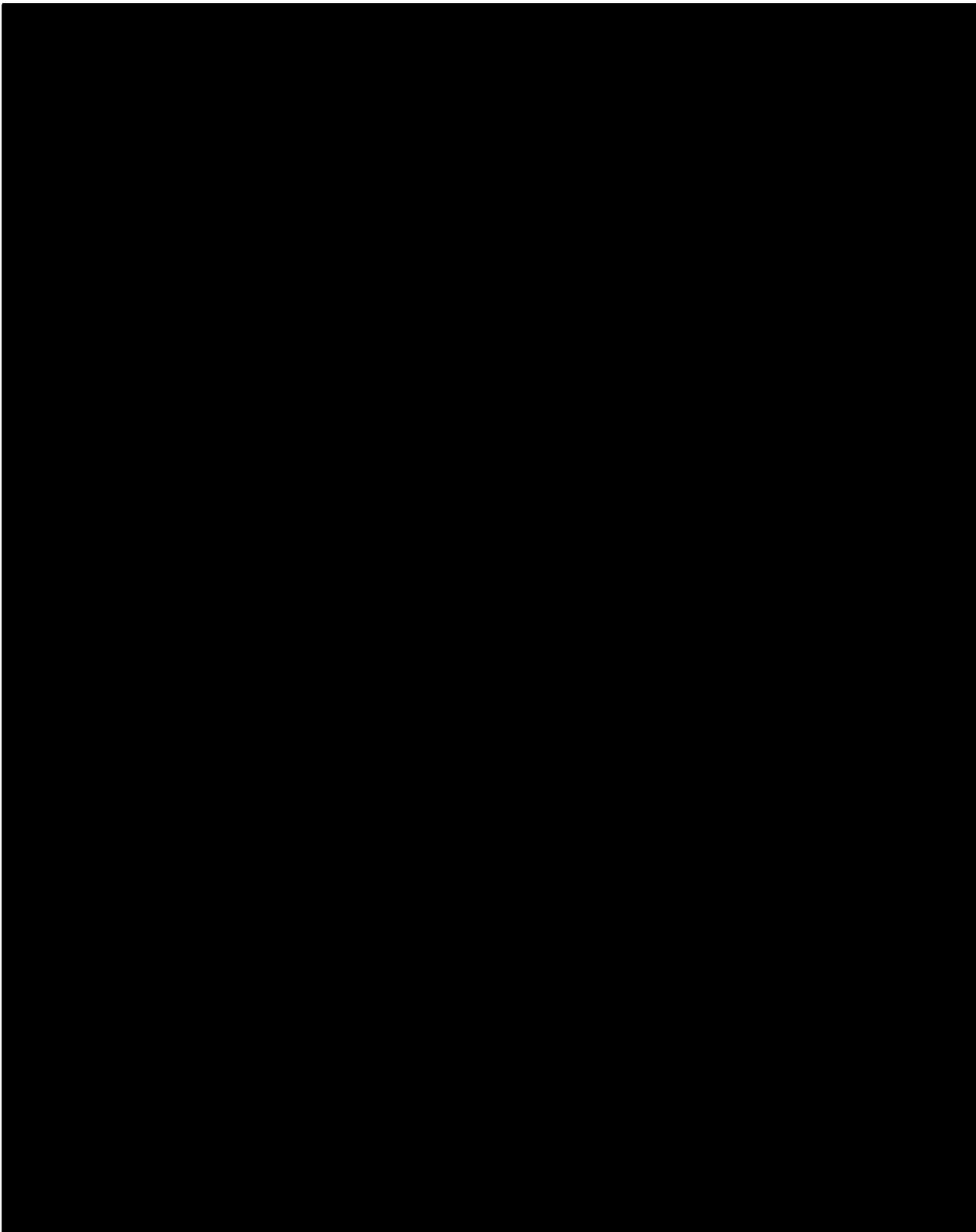
CONFIDENTIAL
8 of 21

Tab 4F: Approach to Meeting Hardware and Software Expectations

Tab 4F-61







MA No. _____
November 15, 2013

CONFIDENTIAL
11 of 21

Tab 4F: Approach to Meeting Hardware and Software Expectations

Tab 4F-64



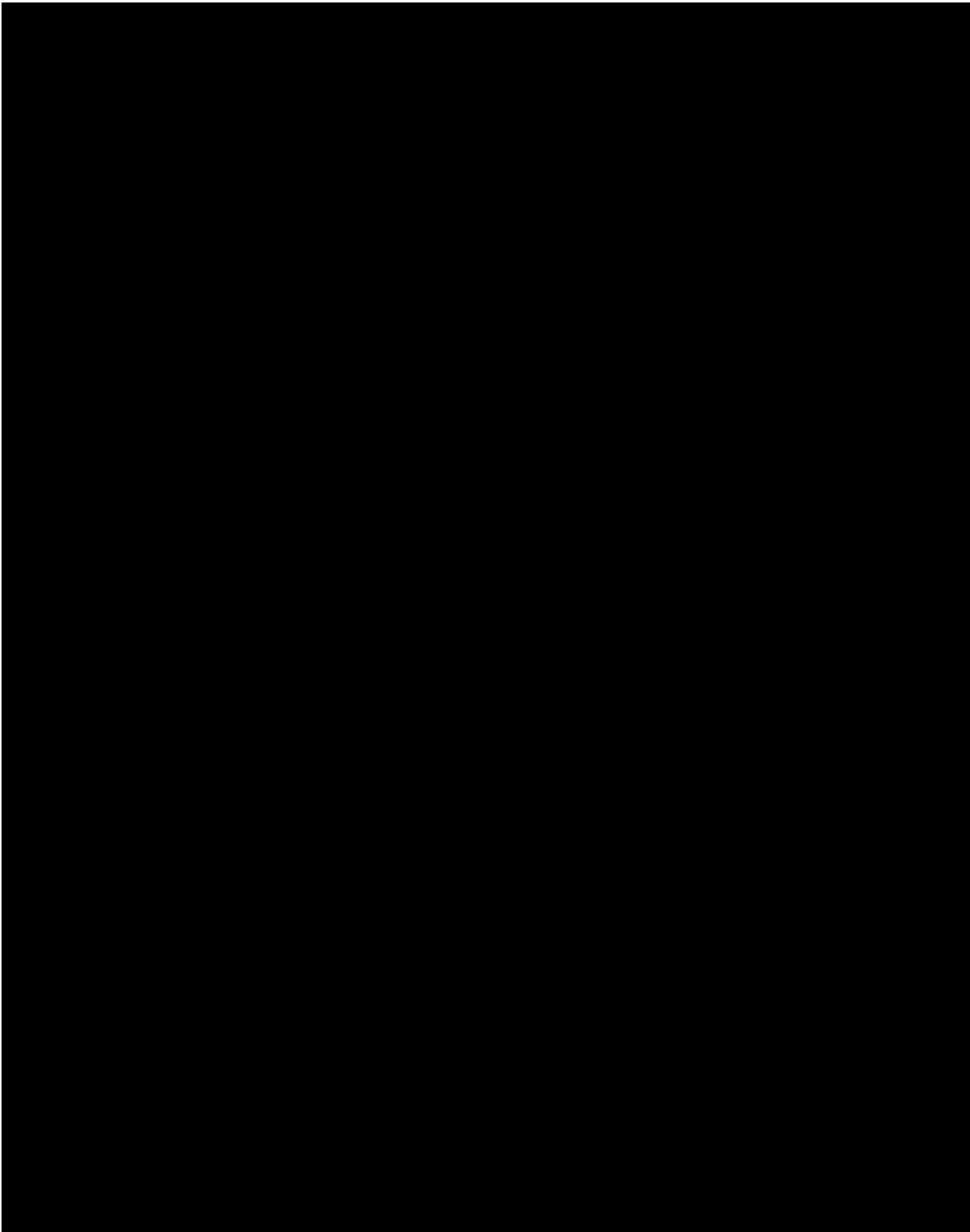
MA No. _____
November 15, 2013

CONFIDENTIAL
12 of 21

Tab 4F: Approach to Meeting Hardware and Software Expectations

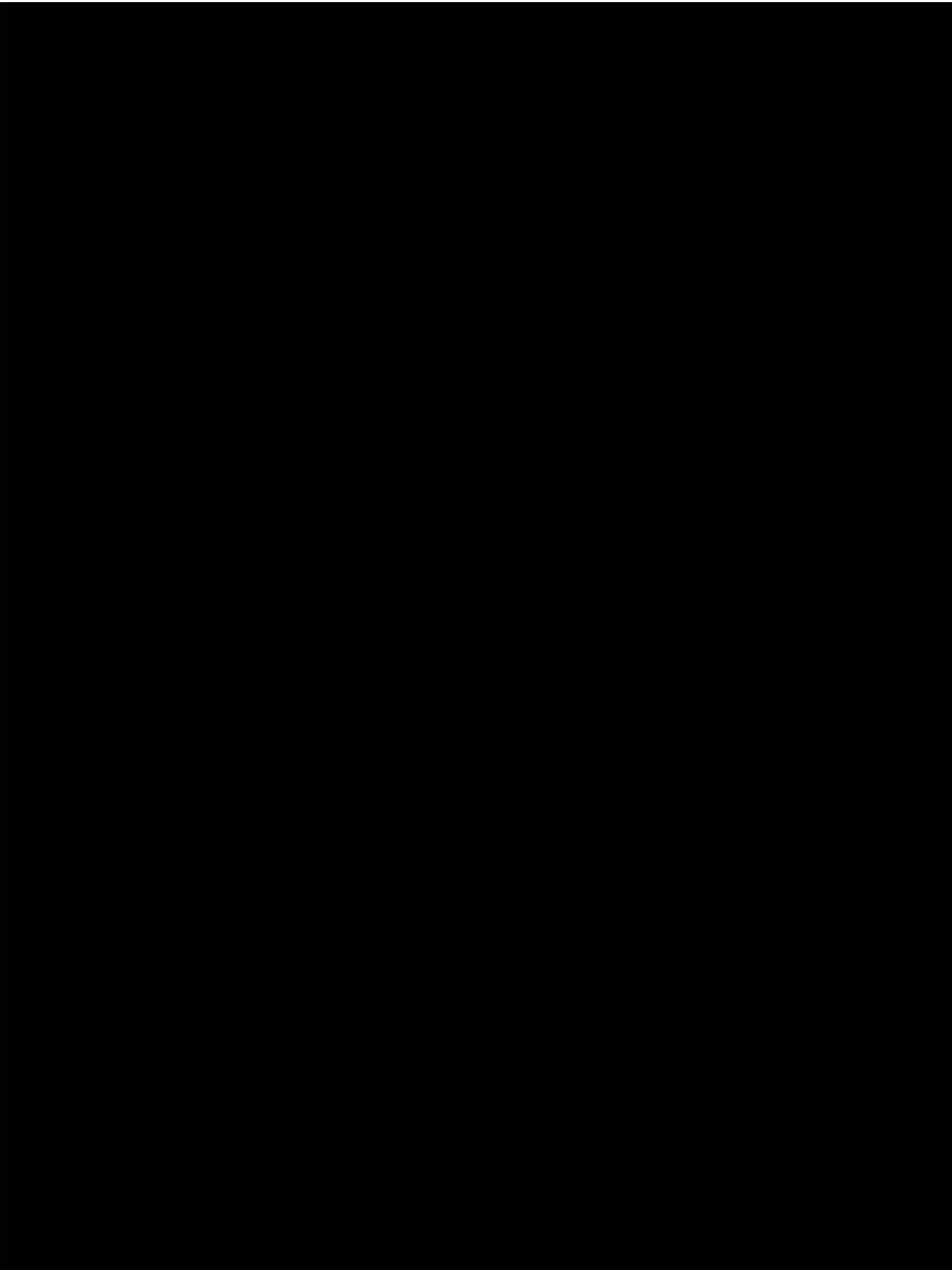
Tab 4F-65

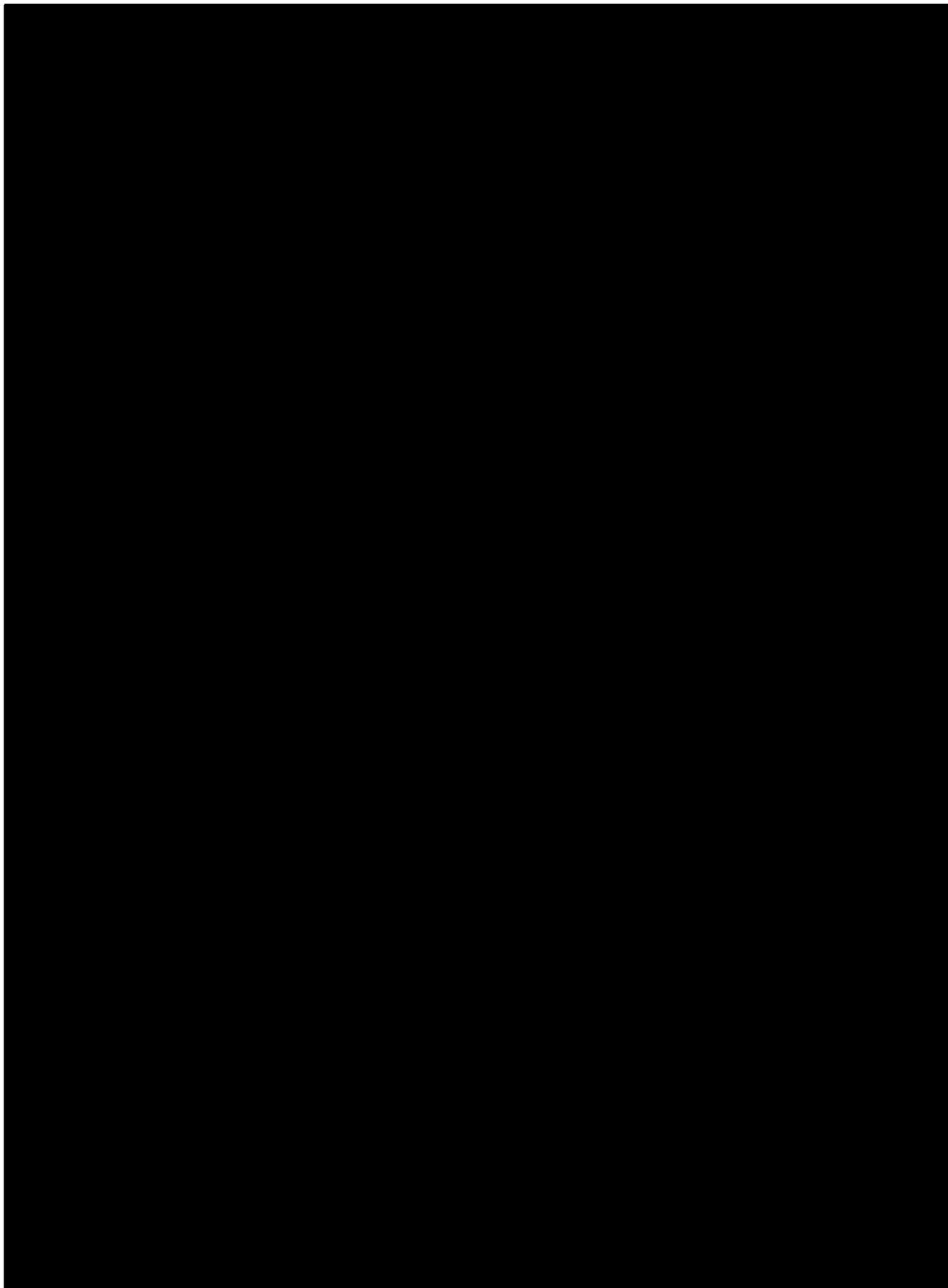
EXHIBIT A
DEFINITIONS



MA No. _____
November 15, 2013

CONFIDENTIAL
13 of 21







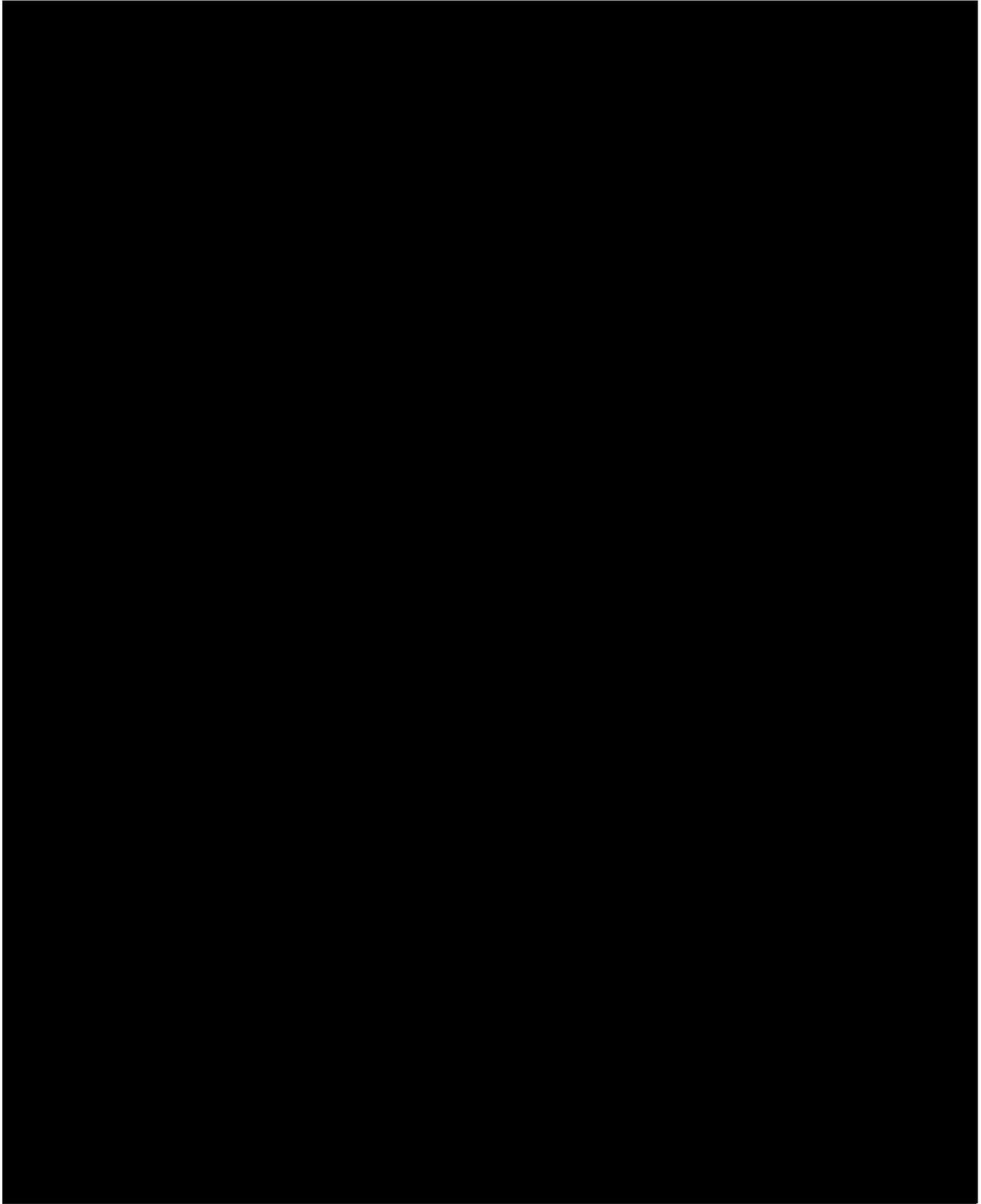
MA No. _____
November 15, 2013

CONFIDENTIAL
16 of 21

Tab 4F: Approach to Meeting Hardware and Software Expectations

Tab 4F-69

EXHIBIT B

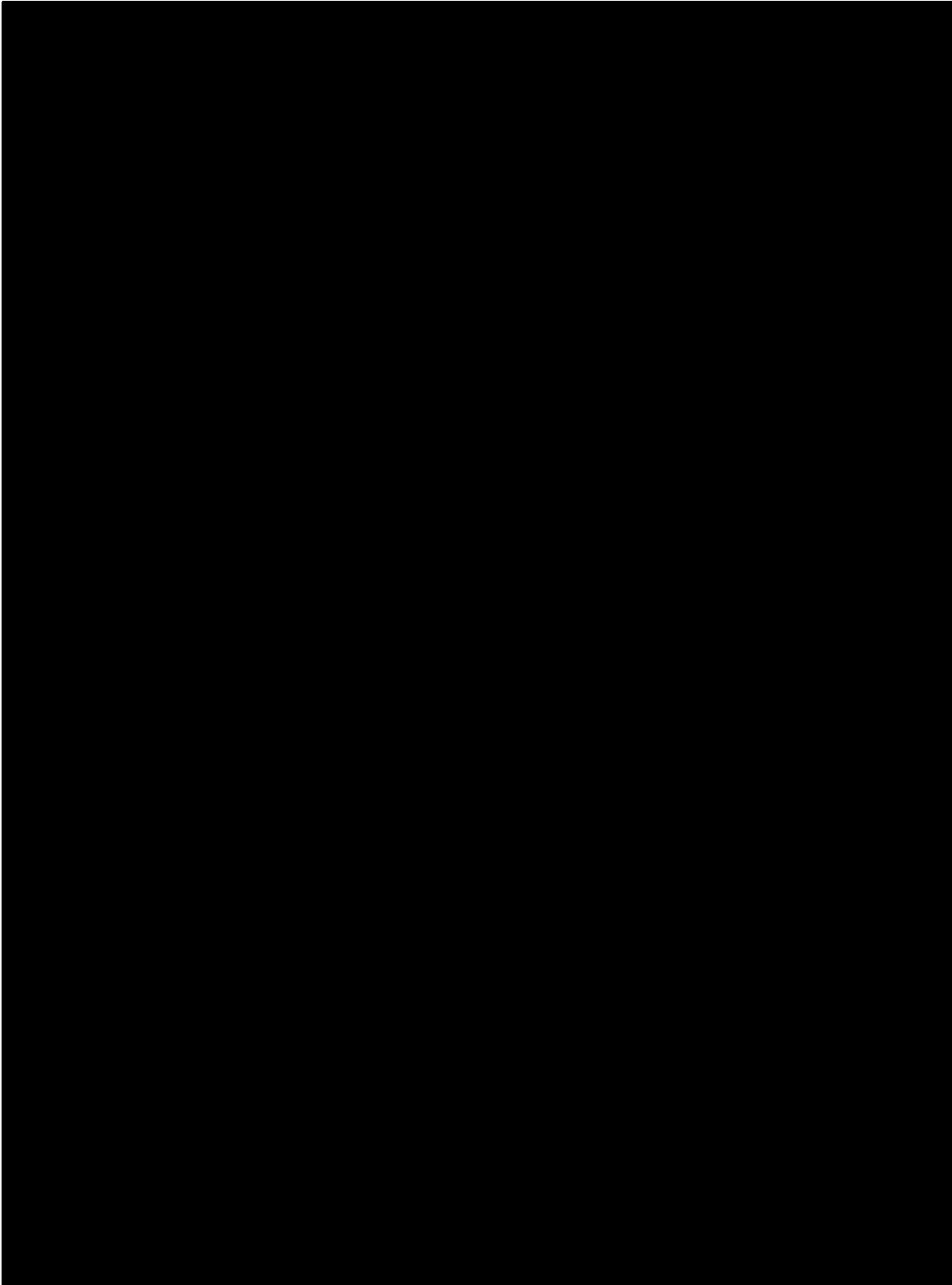


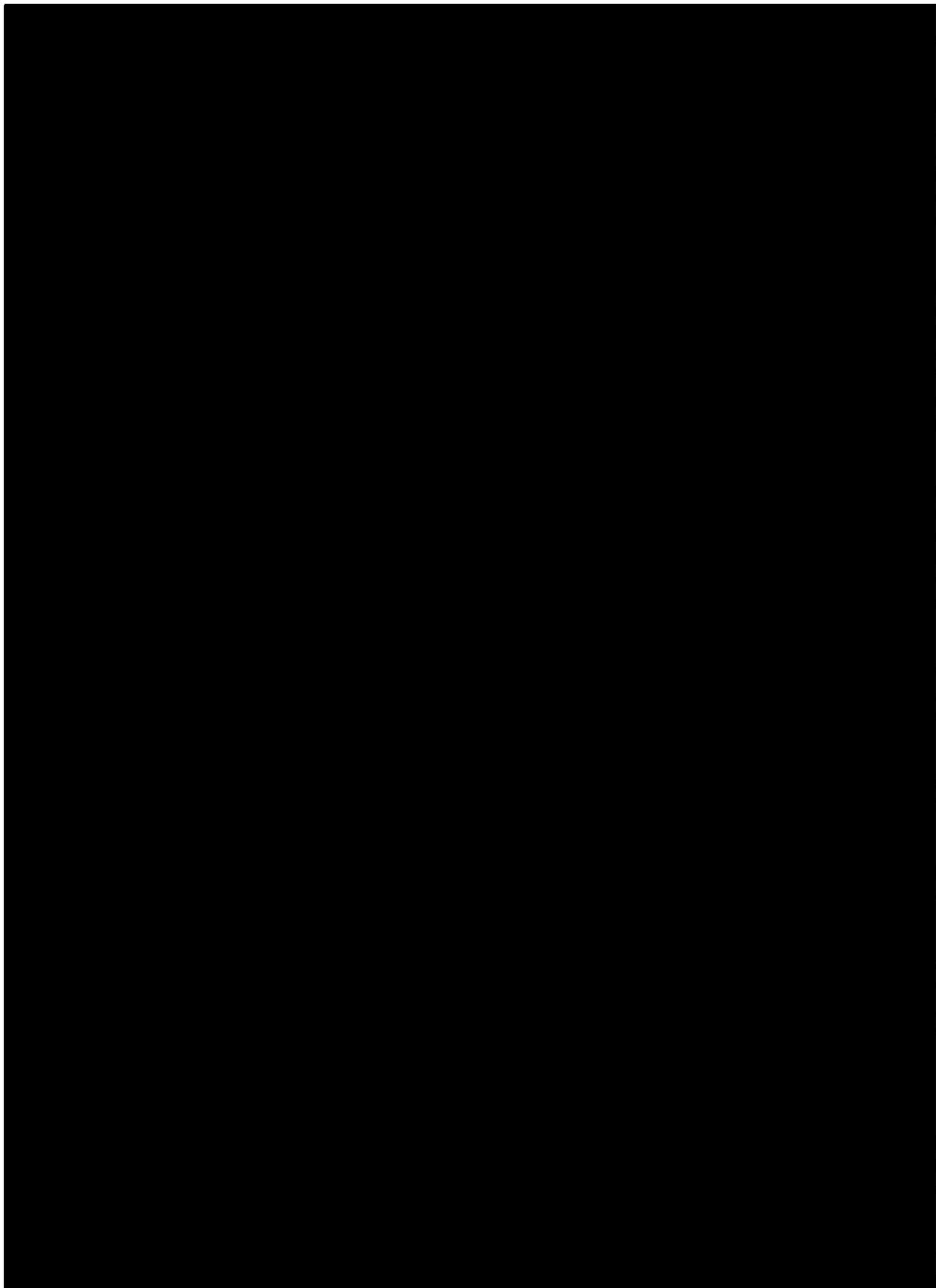
MA No. _____
November 15, 2013

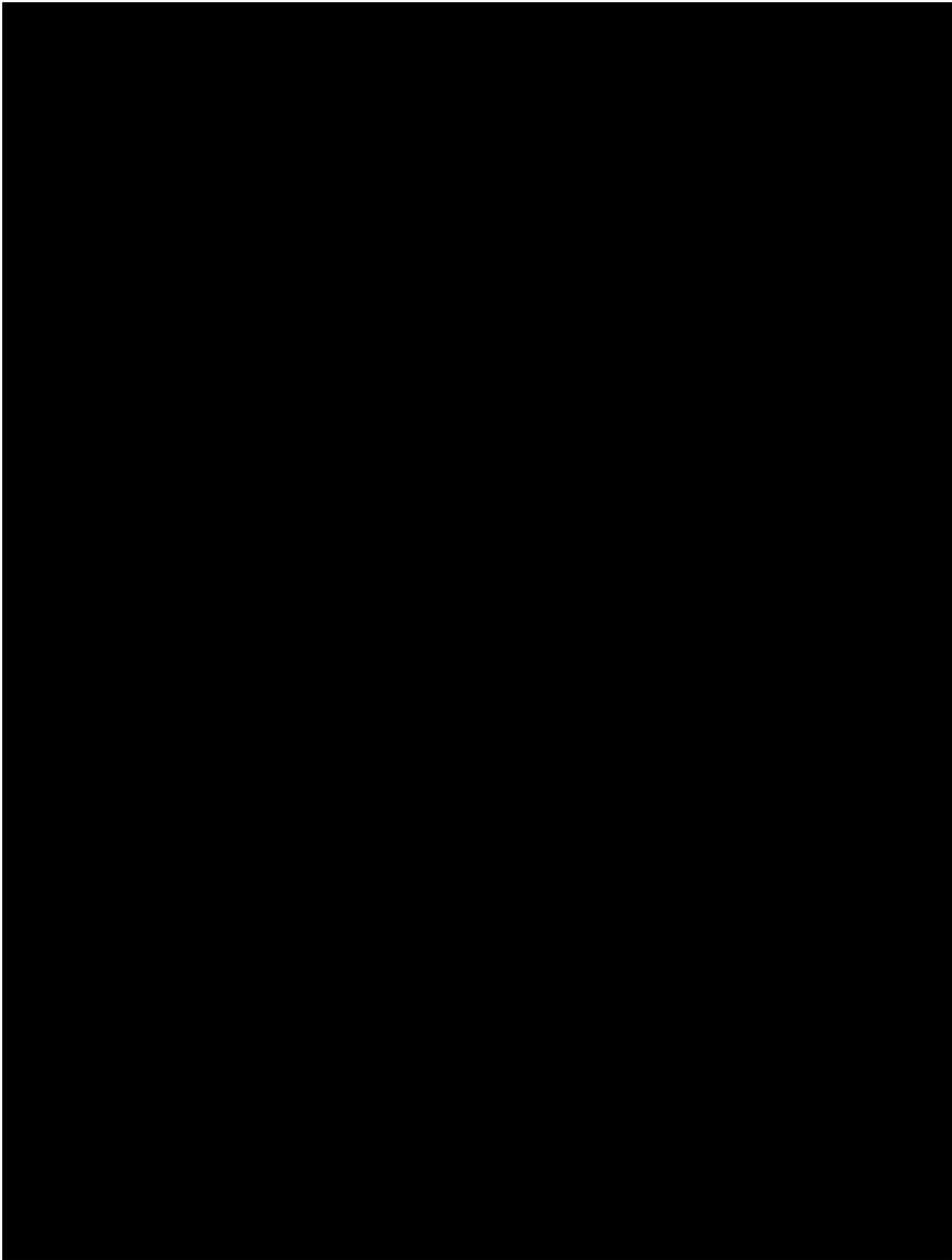
CONFIDENTIAL
17 of 21

Tab 4F: Approach to Meeting Hardware and Software Expectations

Tab 4F-70







SECTION 7: SURVIVAL

SECTION 8: AMENDMENT

SECTION 9: EFFECT OF ADDENDUM

SYMANTEC SOFTWARE LICENSE AGREEMENT

SYMANTEC CORPORATION AND/OR ITS AFFILIATES (“SYMANTEC”) IS WILLING TO LICENSE THE LICENSED SOFTWARE TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE LICENSED SOFTWARE (REFERENCED BELOW AS “YOU” OR “YOUR”) ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS LICENSE AGREEMENT (“LICENSE AGREEMENT”). READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE USING THE LICENSED SOFTWARE. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SYMANTEC. BY OPENING THE LICENSED SOFTWARE PACKAGE, BREAKING THE LICENSED SOFTWARE SEAL, CLICKING THE “I AGREE” OR “YES” BUTTON, OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR LOADING THE LICENSED SOFTWARE OR OTHERWISE USING THE LICENSED SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE “I DO NOT AGREE” OR “NO” BUTTON OR OTHERWISE INDICATE REFUSAL AND MAKE NO FURTHER USE OF THE LICENSED SOFTWARE. UNLESS OTHERWISE DEFINED HEREIN, CAPITALIZED TERMS WILL HAVE THE MEANING GIVEN IN THE “DEFINITIONS” SECTION OF THIS LICENSE AGREEMENT AND SUCH CAPITALIZED TERMS MAY BE USED IN THE SINGULAR OR IN THE PLURAL, AS THE CONTEXT REQUIRES.

1. DEFINITIONS.

“**Content Updates**” means content used by certain Symantec products which is updated from time to time, including but not limited to: updated anti-spyware definitions for anti-spyware products; updated antispam rules for antispam products; updated virus definitions for antivirus and crimeware products; updated URL lists for content filtering and antiphishing products; updated firewall rules for firewall products; updated intrusion detection data for intrusion detection products; updated lists of authenticated web pages for website authentication products; updated policy compliance rules for policy compliance products; and updated vulnerability signatures for vulnerability assessment products.

“**Documentation**” means the user documentation Symantec provides with the Licensed Software.

“**License Instrument**” means one or more of the following applicable documents which further defines Your license rights to the Licensed Software: a Symantec license certificate or a similar license document issued by Symantec, or a written agreement between You and Symantec, that accompanies, precedes or follows this License Agreement.

“**Licensed Software**” means the Symantec software product, in object code form, accompanying this License Agreement, including any Documentation included in, or provided for use with, such software or that accompanies this License Agreement.

“**Support Certificate**” means the certificate sent by Symantec confirming Your purchase of the applicable Symantec maintenance/support for the Licensed Software.

“**Upgrade**” means any version of the Licensed Software that has been released to the public and which replaces the prior version of the Licensed Software on Symantec’s price list pursuant to Symantec’s then-current upgrade policies.

“**Use Level**” means the license use meter or model (which may include operating system, hardware system, application or machine tier limitations, if applicable) by which Symantec measures, prices and licenses the right to use the Licensed Software, in effect at the time an order is placed for such Licensed Software, as indicated in this License Agreement and the applicable License Instrument.

2. **LICENSE GRANT.** Subject to Your compliance with the terms and conditions of this License Agreement, Symantec grants to You the following rights: (i) a non-exclusive, non-transferable (except as stated otherwise in Section 16.1) license to use the Licensed Software solely in support of Your internal business operations in the quantities and at the Use Levels described in this License Agreement and the applicable License Instrument; and (ii) the right to make a single uninstalled copy of the Licensed Software for archival purposes which You may use and install for disaster-recovery purposes (i.e. where the primary installation of the Licensed Software becomes unavailable for use).

2.1 **TERM.** The term of the Licensed Software license granted under this License Agreement shall be perpetual (subject to Section 14) unless stated otherwise in Section 17 or unless You have obtained the Licensed Software on a non-perpetual basis, such as, under a subscription or term-based license for the period of time indicated on the applicable License Instrument. If You have obtained the Licensed Software on a non-perpetual basis, Your rights to use such Licensed Software shall end on the applicable end date as indicated on the applicable License Instrument and You shall cease use of the Licensed Software as of such applicable end date.

3. **LICENSE RESTRICTIONS.** You may not, without Symantec's prior written consent, conduct, cause or permit the: (i) use, copying, modification, rental, lease, sublease, sublicense, or transfer of the Licensed Software except as expressly provided in this License Agreement; (ii) creation of any derivative works based on the Licensed Software; (iii) reverse engineering, disassembly, or decompiling of the Licensed Software (except that You may decompile the Licensed Software for the purposes of interoperability only to the extent permitted by and subject to strict compliance under applicable law); (iv) use of the Licensed Software in connection with service bureau, facility management, timeshare, service provider or like activity whereby You operate or use the Licensed Software for the benefit of a third party; (v) use of the Licensed Software by any party other than You; (vi) use of a later version of the Licensed Software other than the version that accompanies this License Agreement unless You have separately acquired the right to use such later version through a License Instrument or Support Certificate; nor (vii) use of the Licensed Software above the quantity and Use Level that have been licensed to You under this License Agreement or the applicable License Instrument.

4. **OWNERSHIP/TITLE.** The Licensed Software is the proprietary property of Symantec or its licensors and is protected by copyright law. Symantec and its licensors retain any and all rights, title and interest in and to the Licensed Software, including in all copies, improvements, enhancements, modifications and derivative works of the Licensed Software. Your rights to use the Licensed Software shall be limited to those expressly granted in this License Agreement. All rights not expressly granted to You are retained by Symantec and/or its licensors.

5. **CONTENT UPDATES.** If You purchase a Symantec maintenance/support offering consisting of or including Content Updates, as indicated on Your Support Certificate, You are granted the right to use, as part of the Licensed Software, such Content Updates as and when they are made generally available to Symantec's end user customers who have purchased such maintenance/support offering and for such period of time as indicated on the face of the applicable Support Certificate. This License Agreement does not otherwise permit You to obtain and use Content Updates.

6. **UPGRADES/CROSS-GRADES.** Symantec reserves the right to require that any upgrades (if any) of the Licensed Software may only be obtained in a quantity equal to the number indicated on the applicable License Instrument. An upgrade to an existing license shall not be deemed to increase the number of licenses which You are authorized to use. Additionally, if You upgrade a Licensed Software license, or purchase a Licensed Software license listed on the applicable License Instrument to cross-grade an existing license (i.e. to increase its functionality, and/or transfer it to a new operating system, hardware tier or licensing meter), then Symantec issues the applicable Licensed Instrument based on the understanding that You agree to cease using the original license. Any such license upgrade or cross-grade is provided under Symantec's policies in effect at the time of order. This License Agreement does not separately license You for additional licenses beyond those which You have purchased, and which have been authorized by Symantec as indicated on the applicable License Instrument.

7. **LIMITED WARRANTY.**

7.1. **MEDIA WARRANTY.** If Symantec provides the Licensed Software to You on tangible media, Symantec warrants that the magnetic media upon which the Licensed Software is recorded will not be defective under normal use, for a period of ninety (90) days from delivery. Symantec will replace any defective media returned to Symantec within the warranty period at no charge to You. The above warranty is inapplicable in the event the Licensed Software media becomes defective due to unauthorized use of the Licensed Software. **THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR SYMANTEC'S BREACH OF THIS WARRANTY.**

7.2. **PERFORMANCE WARRANTY.** Symantec warrants that the Licensed Software, as delivered by Symantec and when used in accordance with the Documentation, will substantially conform to the Documentation for a period of ninety (90) days from delivery. If the Licensed Software does not comply with this warranty and such non-compliance is reported by You to Symantec within the ninety (90) day warranty period, Symantec will do one of the following, selected at Symantec's reasonable discretion: either (i) repair the Licensed Software, (ii) replace the Licensed Software with software of substantially the same functionality, or (iii) terminate this License Agreement and refund the relevant license fees paid for such non-compliant Licensed Software. The above warranty specifically excludes defects resulting from accident, abuse, unauthorized repair, modifications or enhancements, or misapplication. **THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR SYMANTEC'S BREACH OF THIS WARRANTY.**

8. **WARRANTY DISCLAIMERS.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH IN SECTIONS 7.1 AND 7.2 ARE YOUR EXCLUSIVE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SYMANTEC

MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE LICENSED SOFTWARE, CONTENT UPDATES OR UPGRADES WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OR USE OF THE LICENSED SOFTWARE, CONTENT UPDATES, AND UPGRADES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

9. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SYMANTEC OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS BE LIABLE TO YOU FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THIS LICENSE AGREEMENT, EVEN IF SYMANTEC OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS HAS BEEN ADVISED SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL SYMANTEC'S LIABILITY EXCEED THE FEES YOU PAID FOR THE LICENSED SOFTWARE GIVING RISE TO THE CLAIM. NOTHING IN THIS AGREEMENT SHALL OPERATE SO AS TO EXCLUDE OR LIMIT SYMANTEC'S LIABILITY TO YOU FOR DEATH OR PERSONAL INJURY ARISING OUT OF NEGLIGENCE OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW. THE DISCLAIMERS AND LIMITATIONS SET FORTH ABOVE WILL APPLY REGARDLESS OF WHETHER OR NOT YOU ACCEPT THE LICENSED SOFTWARE, CONTENT UPDATES OR UPGRADES.

10. MAINTENANCE/SUPPORT. Symantec has no obligation under this License Agreement to provide maintenance/support for the Licensed Software. Any maintenance/support purchased for the Licensed Software is subject to Symantec's then-current maintenance/support policies.

11. SOFTWARE EVALUATION. If the Licensed Software is provided to You for evaluation purposes and You have an evaluation agreement with Symantec for the Licensed Software, Your rights to evaluate the Licensed Software will be pursuant to the terms of such evaluation agreement. If You do not have an evaluation agreement with Symantec for the Licensed Software and if You are provided the Licensed Software for evaluation purposes, the following terms and conditions shall apply. Symantec grants to You a nonexclusive, temporary, royalty-free, non-assignable license to use the Licensed Software solely for internal non-production evaluation. Such evaluation license shall terminate (i) on the end date of the pre-determined evaluation period, if an evaluation period is pre-determined in the Licensed Software or (ii) sixty (60) days from the date of Your initial installation of the Licensed Software, if no such evaluation period is pre-determined in the Licensed Software ("Evaluation Period"). The Licensed Software may not be transferred and is provided "AS IS" without warranty of any kind. You are solely responsible to take appropriate measures to back up Your system and take other measures to prevent any loss of files or data. The Licensed Software may contain an automatic disabling mechanism that prevents its use after a certain period of time. Upon expiration of the Licensed Software Evaluation Period, You will cease use of the Licensed Software and destroy all copies of the Licensed Software. All other terms and conditions of this License Agreement shall otherwise apply to Your evaluation of the Licensed Software as permitted herein.

12. U.S. GOVERNMENT RESTRICTED RIGHTS. The Licensed Software is deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Licensed Software - Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Licensed Software or Commercial Computer Licensed Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Licensed Software by the U.S. Government shall be solely in accordance with the terms of this License Agreement.

13. EXPORT REGULATION. You acknowledge that the Licensed Software and related technical data and services (collectively "Controlled Technology") are subject to the import and export laws of the United States, specifically the U.S. Export Administration Regulations (EAR), and the laws of any country where Controlled Technology is imported or re-exported. You agree to comply with all relevant laws and will not export any Controlled Technology in contravention to U.S. law nor to any prohibited country, entity, or person for which an export license or other governmental approval is required. All Symantec products, including the Controlled Technology are prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country subject to relevant trade sanctions. You hereby agree that You will not export or sell any Controlled Technology for use in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

14. **TERMINATION.** This License Agreement shall terminate upon Your breach of any term contained herein. Upon termination, You shall immediately stop using and destroy all copies of the Licensed Software.

15. **SURVIVAL.** The following provisions of this License Agreement survive termination of this License Agreement: Definitions, License Restrictions and any other restrictions on use of intellectual property, Ownership/Title, Warranty Disclaimers, Limitation of Liability, U.S. Government Restricted Rights, Export Regulation, Survival, and General.

16. **GENERAL.**

16.1. **ASSIGNMENT.** You may not assign the rights granted hereunder or this License Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Symantec's prior express written consent.

16.2. **COMPLIANCE WITH APPLICABLE LAW.** You are solely responsible for Your compliance with, and You agree to comply with, all applicable laws, rules, and regulations in connection with Your use of the Licensed Software.

16.3. **AUDIT.** An auditor, selected by Symantec and reasonably acceptable to You, may, upon reasonable notice and during normal business hours, but not more often than once each year, inspect Your records and deployment in order to confirm that Your use of the Licensed Software complies with this License Agreement and the applicable License Instrument. Symantec shall bear the costs of any such audit, except where the audit demonstrates that the Manufacturer's Suggested Reseller Price (MSRP) value of Your non-compliant usage exceeds five percent (5%) of the MSRP value of Your compliant deployments. In such case, in addition to purchasing appropriate licenses for any over-deployed Licensed Software, You shall reimburse Symantec for the auditor's reasonable actual fees for such audit.

16.4. **GOVERNING LAW; SEVERABILITY; WAIVER.** If You are located in North America or Latin America, this License Agreement will be governed by the laws of the State of California, United States of America. If You are located in China, this License Agreement will be governed by the laws of the Peoples Republic of China. Otherwise, this License Agreement will be governed by the laws of England. Such governing laws are exclusive of any provisions of the United Nations Convention on Contracts for Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law. If any provision of this License Agreement is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of this License Agreement shall remain in full force and effect. A waiver of any breach or default under this License Agreement shall not constitute a waiver of any other subsequent breach or default.

16.5. **THIRD PARTY PROGRAMS.** This Licensed Software may contain third party software programs ("Third Party Programs") that are available under open source or free software licenses. This License Agreement does not alter any rights or obligations You may have under those open source or free software licenses. Notwithstanding anything to the contrary contained in such licenses, the disclaimer of warranties and the limitation of liability provisions in this License Agreement shall apply to such Third Party Programs.

16.6. **CUSTOMER SERVICE.** Should You have any questions concerning this License Agreement, or if You desire to contact Symantec for any reason, please write to: (i) Symantec Enterprise Customer Care, 555 International Way, Springfield, Oregon 97477, U.S.A., (ii) Symantec Enterprise Customer Care Center, PO BOX 5689, Dublin 15, Ireland, or (iii) Symantec Enterprise Customer Care, 1 Julius Ave, North Ryde, NSW 2113, Australia.

16.7. **ENTIRE AGREEMENT.** This License Agreement and any related License Instrument are the complete and exclusive agreement between You and Symantec relating to the Licensed Software and supersede any previous or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter. This License Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by You, even if signed and returned. This License Agreement may only be modified by a License Instrument that accompanies or follows this License Agreement.

17. **ADDITIONAL TERMS AND CONDITIONS.** Your use of the Licensed Software is subject to the terms and conditions below in addition to those stated above.

17.1 **ADDITIONAL DEFINITIONS.**

"Node/IP" means a unique network or machine address, such as an internet protocol or MAC address, that is monitored and/or protected by the Licensed Software.

17.2 **ADDITIONAL USE RIGHTS AND LIMITATIONS.**

17.2A If the Licensed Software you have licensed is Symantec Critical System Protection Server Edition, You may use the Licensed Software on no more than the number of licensed Node(s) and at the Use Levels as have been licensed to You by Symantec herein and as indicated in the applicable Licensed Instrument. Your License Instrument shall constitute proof of Your right to make and use such copies.

17.2B If the Licensed Software you have licensed is Symantec Critical System Protection Client Edition, You may use the Licensed Software on no more than the number of licensed Node(s) and at the Use Levels as have been licensed to You by Symantec herein and as indicated in the applicable Licensed Instrument. Your License Instrument shall constitute proof of Your right to make and use such copies.

17.2C If the Licensed Software You have licensed is Symantec Critical System Protection Monitoring Edition, You may use the Licensed Software on no more than the number of licensed Node(s) and at the Use Levels as have been licensed to You by Symantec herein and as indicated in the applicable Licensed Instrument. Your License Instrument shall constitute proof of Your right to make and use such copies. In addition, the following usage restrictions shall apply: You may use only the limited set of software policies and features that are articulated in the applicable Documentation or in an appendix to the applicable Documentation as permitted for Symantec Critical System Protection Monitoring Edition.

17.2D Notwithstanding anything to the contrary contained in this License Agreement, each running instance (physical and/or virtual) of the Licensed Software must be licensed. You create an "instance" of software by executing the software's setup or install procedure. You also create an "instance" of software by duplicating an existing instance. References to software include "instances" of the software. You "run an instance" of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until such instance is uninstalled from the agent or deleted from the virtual machine.

GLB ENT EULA TEMPLATE v.1.0_Symantec Critical Systems Protection_2May2012

This Enterprise Technical Support Policy ("Policy") is effective July 2, 2011, and applies on a global basis. It describes the Support Services we provide to business customers for Software covered under active Support Agreements. We reserve the right to amend this Policy periodically and will post updates at <http://www.symantec.com/business/products/policies/index.jsp> and <http://www.symantec.com/business/support>.

Scope: Symantec will deliver Support Services for your Software in accordance with the terms of this Policy, including the section captioned "Limitations" below. We will provide Support Services for Software when used in a Supported Configuration. Note that the provisions and definitions of your Support Agreement supersede any inconsistent terms in this Policy or in your License Agreement. You are entitled to receive Support Services during the term of your Support Agreement, based on the offering you purchased, and for Software installed at locations in which you are authorized to use such license in the country or countries for which you have purchased Support Services. Capitalized terms when used in this Policy are defined herein, or in your Support Agreement, License Agreement, or the Handbook.

Language Support: We primarily provide Support Services in English. Our worldwide support centers will use commercially reasonable efforts to provide language support during Regional Business Hours, based on available resources. Please refer to the Handbook for additional information.

Designated Contacts: We will provide Support Services to you through your Designated Contacts. Your Support Agreement will state the number of Designated Contacts you are entitled to register and use. If you wish to designate additional technical personnel as Designated Contacts, Symantec may charge you applicable fees. Your Designated Contacts will be responsible for (i) overseeing your request for assistance, and (ii) developing and deploying troubleshooting processes within your organization. Your Designated Contacts must be technically skilled and knowledgeable about the Software and the environment in which it is being used, in order to help resolve system issues and to assist Symantec in analyzing and resolving service requests; otherwise, our ability to provide Support Services to you may be impaired, and Symantec may request that you replace the Designated Contact.

Knowledge Sharing: You may use our on-line management tool MySupport at <https://mysupport.symantec.com/> to log, track, update, and close a Case online. Our then current support services handbook, published on or after the effective date of this Policy, ("Handbook") includes information to help you understand how we provide our Support Services to you. Our Handbook, along with certain reference guides and escalation processes, are located at <https://mysupport.symantec.com/>. Our on-line technical support knowledge base located at <http://www.symantec.com/business/theme.jsp?themeid=support-knowledgebase> includes support-related information that you can use to perform self-help. We also provide information through our community forums at <http://www.symantec.com/connect/forums>.

Case Management Activities: We will use commercially reasonable efforts to manage your Case and address your Problem according to our remote support performance targets given in our Handbook, based on the Severity Level and its complexity, and the support offering purchased. All case management targets and delivery timelines are goals and not commitments, and the actual timing may vary based on the support offering purchased and the country or site where your Software is deployed. You will be responsible for setting the initial Severity Level for your Problem based on the Severity Level definitions in the Handbook. If the seriousness of your Problem changes, we will discuss changing the Severity Level with you. You must provide us with timely responses and any information we may reasonably need to address your Problem. We will take reasonably sufficient steps in a number of ways to address your Problem. Refer to the Handbook for examples of these types of steps. In some cases, we may recommend that we remotely perform diagnostic and troubleshooting activities. To initiate such remote access, we will need your express consent.

Support Lifecycle: Symantec provides different levels of deliverables under your Support Agreement depending on where your Software is in its lifecycle. For more information on our product lifecycles and related Support Services deliverables during those lifecycles, please refer to our End of Life Policy - Business Products, posted at <http://www.symantec.com/business/products/policies/index.jsp>.

Acquired Product Lines: If we acquire or merge with another company there may be a transitional period following that acquisition where an acquired product line may have different support offerings, deliverables, pricing, or naming conventions than those described in this Policy, or such differences may continue on an ongoing basis. Please refer to your Support Agreement for a description of the deliverables and entitlements you will receive under the support offering you have purchased for those acquired products. Note that the term "Support Agreement" refers to your agreement covering support for the acquired products even if a company branded as "Symantec" is not a contracting party.

Privacy Notice and Data Protection: Symantec will require you to supply certain personal information (namely, business contact names, titles, business telephone numbers, business e-mail addresses) about yourself and about your Designated Contacts in order to purchase or receive Support Services from Symantec. With regard to personal information of Designated Contacts it is your responsibility to ensure that disclosure of such information to Symantec is consistent and compliant with the Support Agreement, and with Symantec's privacy policy (as published on Symantec.com), as well as with any national laws governing the collection, use and protection of personal information applicable to your

country/region of operation. It is your responsibility (i) to inform Designated Contacts that you are providing their information to Symantec in the United States or other countries that may have less protective data protection laws than the region in which they are situated (including the European Economic Area), (ii) to inform them of how it will be used and (iii) to have all appropriate consents required for such transfer and use. Symantec is a global organization and any information collected during the delivery of our Support Services may be accessible on a global basis by Symantec, its affiliates, partners and subcontractors, including in countries that may have less protective data protection laws than the country in which you or your Software is located. Symantec and our affiliates, partners and subcontractors will use your personal information to enable us to deliver the Support Services you have ordered including providing Software Version Upgrades and Content Updates, as defined in your Support Agreement, to you and communicating with you in relation to Support Services. From time to time we may use your personal information or other information you provide to us during the delivery of Support Services to enable us to recommend other Symantec services or products that might be useful to you, we will provide you with the opportunity to opt-out from such communications. By providing such personal information, you consent to Symantec using, transferring and processing this information on a global basis for the uses described in this section. For any question regarding the use of personal information or if you wish to restrict our use of your personal information, please contact Symantec Corporation - Privacy Program Office, 350 Ellis Street, PO Box 7011, Mountain View, CA 94043, U.S.A. Telephone 1-650-527-8000 Email: privacy@symantec.com.

Rights Regarding Feedback: Symantec reserves all rights in all suggestions, input and other information or feedback relating to Symantec and its products or services that you provide to us while we are providing Support Services to you, and Symantec may use, and may authorize third parties to use, all such information or feedback for any business purposes whatsoever. Notwithstanding the foregoing, Symantec, Symantec's affiliates, partners and subcontractors will only use your confidential information as defined under and pursuant to applicable agreements between you and Symantec; and we will only use your personal information in accordance with the section captioned "Privacy Notice and Data Protection" in this Policy.

Subcontractors: Symantec reserves the right and you consent to our use of subcontractors to provide Support Services.

Your Compliance: To help us deliver Support Services to you more efficiently and effectively, you need to follow the terms of your agreements with us. If we determine that you are not in compliance with your License Agreement or Support Agreement, or if you have requested assistance for a copy of Software that is not covered under a Support Agreement, Symantec reserves the right to (1) use Symantec's standard processes to verify that you are in compliance with your License Agreement or Support Agreement, (2) invoice you for applicable Support Services fees, if and as appropriate, or (3) in our sole discretion, elect to stop providing Support Services for that Software license until such time as you become compliant.

Limitations: Symantec provides Support Services to address issues where your Software does not substantially conform to its Documentation, where such Software is used in accordance with its Documentation. Therefore, Symantec is not responsible to provide Support Services for Software that has been damaged by a deliberate act, misuse, accident, modification, natural disaster, act of nature, "act of God," power failure or surge, unsuitable physical or operating environment, improper maintenance by you or others, or failure caused by components or technology that Symantec did not supply. In addition, we are not responsible for delay or inability to provide Support Services due to delays you cause or which are caused by network, system or telephone line problems, or by outages or denials of service or any events outside of Symantec's reasonable control. Symantec is not obligated to provide Support Services for any Software operating in an Alternative Configuration. In the event you have not used, installed, serviced or implemented all Software in accordance with the Documentation, our Support Services may be limited or unavailable for your Software.

Definitions:

- a) "We," "we" or "our" or "Symantec" means Symantec Corporation or its subsidiaries.
- b) "You," "you" or "your" means you as the customer, the company, or the legal entity that has obtained the Software to which the Support Services apply.