



AIS End User License Agreement

This Agreement is effective on the date AIS accepts the initial order under this Agreement (the Effective Date) and remains in effect until Licensee or AIS terminates it under this Agreement. An Eligible Program is subject to this Agreement when AIS accepts Licensee's order by i) sending an invoice or an Authorization to Use ("AtU") including the level of authorized use, or ii) providing the support, service, or solution.

This End User License Agreement ("Agreement") is between Advanced Integrated Solutions, Inc. ("AIS") and the customer that has downloaded or otherwise procured the licensed Eligible Programs (as defined below) for use as an end user ("you", "Licensee" or "Customer"). This Agreement covers the Eligible Programs, any supporting technical documentation provided with the Eligible Programs ("Documentation"), and the provision of all AIS services. This Agreement applies whether you procured any of the foregoing items directly from AIS or through authorized AIS resellers (each, a "Reseller").

1. **DEFINITIONS:**

- a) "Affiliate" means a company/corporation, partnership, joint venture, political sub-division, or other entity in which either party directly or indirectly controls at least fifty percent (50%) of the profits or voting rights.
- b) "Authorized Use" means the specified level (quantity, capacity, etc.) at which Licensee is authorized to execute or run the Eligible Programs per **Section 2** of this Agreement.
- c) "Content" means the specific policy information, analyses, tools, dashboards and reports applicable to the particular Eligible Programs licensed by you.
- d) "Coverage Date" means the period of time indicated in the applicable Order during which Licensee is entitled to receive Support and Maintenance, subject to payment of the applicable Fee.
- e) "Derivative Work" means a work that is based upon or incorporates the Eligible Programs, in whole or in part, such as a revision, modification, translation, abridgment, condensation, expansion, compilation, or any other form in which the Eligible Programs may be recast, transformed, included, or adapted.
- f) "Effective Date" means the earlier of – i) the date Licensee's first order under this Agreement is effective, or ii) the date on which Eligible Programs are first made available to Licensee.
- g) "Eligible Programs" means the licensed software program(s), applications (and updates provided under Customer Support Services) in object code form only, solutions and all associated documentation including but not limited to user manuals and instructional training course materials.
- h) "Fee" means license fee, Eligible Program fee, Support and Maintenance fee, or Services fee, as the case may be.
- i) "Intellectual Property Rights" means all of the following, whether registered or unregistered, (i) copyrights, rights in copyrightable works, (ii) trade secret rights, moral rights, right of publicity, authors' rights, (iii) patents, and (iv) all other intellectual property rights as may exist now and/or hereafter come into existence, and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction.
- j) "Order" means each order placed by Licensee (either directly or through a Reseller) and accepted by AIS in accordance with AIS' standard ordering process.
- k) "Support Services and Maintenance" has the meaning given to it in Attachment 1 herein.

2. **GENERAL LICENSE GRANT:**

- a) The Eligible Programs are owned by AIS or an AIS supplier, and are copyrighted and licensed, not sold. AIS hereby grants to Licensee a nonexclusive, nontransferable (except as provided herein), non-sublicensable license to (1) use, copy and install the Eligible Programs specified in an Authorization to Use notice, in executable object code form only, in the country designated in the customer address section of the Authorization to Use, all provided that:
 - (i) Licensee has lawfully obtained the Eligible Programs, complies with the terms of this Agreement, and AIS receives full payment of the license fees when due;
 - (ii) the backup copy does not execute unless the backed-up Eligible Programs cannot execute;
 - (iii) Licensee reproduces all copyright notices and other legends of ownership on each copy, or partial copy, of the Eligible Programs;
 - (iv) Licensee ensures that anyone who uses the Eligible Programs (accessed either locally or remotely) does so only on Licensee's behalf and complies with the terms of this Agreement;



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(v) Licensee shall not 1) use, copy, modify, or distribute the Eligible Programs except as expressly permitted in this Agreement; 2) reverse assemble, reverse compile, otherwise translate, or reverse engineer the Eligible Programs, except as expressly permitted by law without the possibility of contractual waiver; 3) use any of the Eligible Program's components, files, modules, content, or related licensed materials separately from the Eligible Programs; or 4) sublicense, rent, or lease the Eligible Programs; and 4) use the Eligible Programs other than for its internal business purpose.

b) All Intellectual Property Rights, in and to the Eligible Programs and in any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Licensee or any other party relating to the Eligible Programs shall remain exclusively in AIS and AIS's suppliers.

c) The Eligible Programs is considered in use when it's in the memory of a computer or is otherwise stored in a machine.

d) The coverage term for support and subscription of the licenses is identified in the Authorization to Use.

e) AIS or the applicable AIS supplier retains all ownership rights in the Eligible Programs including in any Derivative Work thereto.

f) All rights not expressly granted are retained by AIS and its licensors.

3. **OWNERSHIP:**

Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, AIS and its suppliers have and will retain all rights, title and interest in and to the Eligible Programs (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) and all copies, modifications and derivative works thereof. You acknowledge that you are obtaining only a limited license right to the Eligible Programs and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to you under this Agreement or otherwise.

4. **CONFIDENTIAL INFORMATION:**

If either party receives from the other party information which is either marked as being confidential or which due to the nature of such information and the circumstances under which it was disclosed, ought reasonably to be treated as confidential information of the party disclosing it, the receiving party agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential Information includes, without limitation, financial, marketing, research and development, organizational, technical, merger or acquisition, and other information related to the other party, information relating to released or unreleased software or hardware products, software code, inventions, know-how, the marketing or promotion of either party's product, a party's business policies or practices, the terms and conditions of this Agreement and related pricing and discounts, and information received from third parties that a party is obligated to treat as confidential. Confidential Information includes not only written information but also information transferred orally, visually, electronically, or by other means and including copies thereof. Confidential Information disclosed to either party by any Affiliate and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that:

- i) is or becomes available to members of the public other than by breach of this Agreement or other duty by the recipient;
- ii) is in rightful possession of the party receiving the information without an obligation of confidentiality;
- iii) is required to be disclosed by operation of law; or
- iv) is independently developed by the receiving party without reference to information disclosed by the other party hereunder.

The receiving party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore, that upon any such disclosure by the receiving party, the disclosing party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

5. **PAYMENT AND TAXES:**

a) Upon receipt of purchase order(s) from Customer for applicable quote(s), AIS shall invoice Licensee and Licensee shall pay AIS the fees for the Eligible Programs or renewal of Support Services in the amount as set forth in the associate quote and purchase order within thirty (30) days of receipt of invoice.

b) Without prejudice to AIS's other rights and obligations, if any fee payable by the Licensee is not paid by the due date, AIS shall be entitled at its discretion, (i) to terminate the license rights granted herein for the applicable Eligible Programs and third party software; (ii) suspend the provision of any Support Services under this Agreement until such time as payment is made; and (iii) require the Licensee to make all future payments in advance.

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- c) Late payments shall bear interest on the sum due, from the date due, at the rate of one and one-half percent (1½%) per month or the highest rate permitted by law, whichever is less.
- d) All charges referred to in this Agreement and quote(s) are exclusive of taxes. If any authority imposes on the Eligible Programs, third party software, their use, Support Services, or any other goods or services provided under this Agreement a duty, tax, levy, or fee, excluding those based on AIS's net income, then Licensee agrees to pay those amounts, as specified in an invoice, or supply exemption documentation. Licensee is responsible for any personal property taxes for the Eligible Programs and third-party software from the date that Licensee obtains it. If any authority imposes a customs duty, tax, levy, or fee for the import into or the export, transfer, access, or use of the Eligible Programs, third party software, Support Services, or any other goods or services provided under this Agreement, then Licensee agrees that it is responsible for, and will pay, any amount imposed at the time of initial acquisition.
- e) All Eligible Programs provided under this Agreement are available via electronic download only. No tangible media or documentation will be available or shipped under this Agreement.
- f) Licensee agrees that its purchase of licenses for Eligible Programs under this Agreement is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by AIS, including any roadmaps, with respect to future functionality or features.

6. **SUPPORT SERVICES:**

AIS has established software maintenance and support programs for maintaining the Eligible Programs and certain Third Party Software that are expressly identified as eligible for support services on an Authorization to Use form. AIS shall provide the applicable Support Services in Attachment 1 to this Agreement for the initial twelve-month term of coverage included with the purchase of Eligible Programs. To the extent that annual Support Services are purchased following the initial twelve month term of coverage, and provided Licensee has paid in full the associated annual Support Services fees, AIS shall provide the applicable Support Services in Attachment 1 to this Agreement.

7. **TERMINATION:**

The fees set forth in any quote and associated purchase order are fixed for the Eligible Programs acquired and coverage term, non-cancellable and non-refundable. This Agreement is effective until terminated. Licensee may terminate this Agreement at any time without cause. AIS may terminate Licensee's right to use the Eligible Programs if Licensee fails to comply with the terms of **Section 2**. If this Agreement or Licensee's right to use the Eligible Programs is terminated for any reason by either party, Licensee agrees to promptly discontinue use of and destroy all of Licensee's copies of the Eligible Programs. Any terms of this Agreement that by their nature extend beyond termination of this Agreement (including but not limited to sections 4, 5, 7, 9, 11, 12, and 15c) remain in effect until fulfilled, and apply to both parties' respective successors and assignees.

8. **LIMITED WARRANTY:**

a) AIS warrants that the Eligible Programs delivered to Licensee under this Agreement will substantially conform in all material respects with the user documentation (user manual, release notes, etc.) delivered with the Eligible Programs during the thirty (30) day warranty period beginning on the date of delivery. In the event the Eligible Programs fails to perform as stated in this **Subsection 8. a)**, and upon written notice to AIS within the warranty period, AIS shall either (1) use its reasonable commercial efforts to repair at its facilities any material defect in the Eligible Programs; or (2) replace the Eligible Programs to comply with the user documentation. This warranty is contingent upon proper use of the Eligible Programs in accordance with this Agreement and the user documentation provided by AIS. The foregoing states Licensee's sole remedy under the warranty in this **Subsection 8.a)**.

b) AIS does not warrant that the functions contained in the Eligible Programs or in any update will meet the requirements of Licensee or that the operation of the Eligible Programs or update will be error free. The warranty does not cover any copy of the Eligible Programs or update which has been altered in any way by Licensee; its employees or agents. Only an authorized officer of AIS may make modifications to this warranty or additional warranties binding on AIS, and such modifications or additional warranties must be in a signed amendment to this Agreement or a signed Product Schedule. Accordingly, additional statements such as those made in advertising or presentations, oral or written, do not constitute warranties by AIS and should not be relied upon as such.

c) **AIS GRANTS NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES (i) OF MERCHANTABILITY, (ii) OF FITNESS FOR A PARTICULAR PURPOSE, (iii) NONINFRINGEMENT, OR (iv) ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE.**

9. **LIMITATION OF LIABILITY:**

IN NO EVENT SHALL AIS, ITS SUPPLIERS, OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE PRODUCT(S), SERVICES, SUPPORT SERVICES, OR TRAINING SERVICES (INCLUDING BUT NOT LIMITED TO LOST DATA OR



LOST PROFITS), EVEN IF AIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A LIMITED REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. AIS's liability for other damages resulting from or relating to the Eligible Programs, or the use thereof, shall not exceed the amount paid by Licensee under the applicable Authorization to Use for the Eligible Programs at issue. AIS's liability for other damages resulting from or relating to Support Services shall not exceed the amounts paid by Licensee during the previous twelve (12) month period for Support Services. Licensee shall be solely responsible for deciding whether or not the Eligible Programs are suitable for its purposes and for the consequences of any use. AIS shall have no liability for any loss or damage suffered by Licensee for the reliance by Licensee on any results or data obtained from the use of the Eligible Programs. This Agreement shall not be deemed or construed to create any enforceable right in any third person, firm, corporation, or other entity. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to Licensee. THIS ARTICLE SHALL NOT APPLY TO (i) BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 4 ABOVE; (ii) THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER SECTION 10 BELOW, AND (iii) IN THE EVENT OF ACTIONS OR INACTIONS BY EITHER PARTY CONSTITUTING GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT.

10. INDEMNIFICATION FOR INFRINGEMENT:

- a) AIS shall defend (at its sole expense) Licensee against claims brought against Licensee by any third party alleging that Licensee's use of the Eligible Programs, in accordance with the terms and conditions of this Agreement, constitutes a direct infringement or misappropriation of a U.S. patent, copyright, or trade secret. AIS will pay damages finally awarded against Licensee (or the amount of any settlement AIS enters into) with respect to such claims and will pay reasonable attorney's fees in connection with such defense. This obligation of AIS shall not apply if the alleged infringement or misappropriation results from use of the Eligible Programs in conjunction with any other software or service or to free (no fee) or trial licenses of the Eligible Programs.
- b) In the event that an injunction or order is issued by a court of competent jurisdiction against Licensee's use of any Eligible Programs resulting from a claim to which AIS's defense and indemnity duties apply, or if in AIS's opinion any Eligible Programs is likely to become the subject of a claim of infringement AIS shall have the right in its sole discretion and expense to pursue any of the following: (i) to procure for Licensee's benefit the right to continue using the Eligible Programs; or (ii) replace or modify the Eligible Programs so that it becomes non-infringing. If either option (i) or (ii) are not commercially feasible, AIS shall terminate the license for the affected Eligible Programs by written notice to Licensee and refund the license fees received for the affected Eligible Programs prorated over a thirty-six (36) month period beginning on the day the Eligible Programs was first licensed to Licensee. This **Subsection 10b** states Licensee's exclusive remedy and AIS's entire liability for infringement.
- c) AIS's obligations of indemnity and defense set forth above are conditioned on (i) Licensee having provided prompt written notice of the claim to AIS sufficient for AIS to file its timely response; (ii) AIS having the sole right to conduct and control the defense and settlement of any claim in its discretion; (iii) Licensee providing reasonable assistance at AIS's expense in connection with the Claim; (iv) Licensee's use of any modified or replacement Eligible Programs supplied or offered to be supplied by AIS; (v) Licensee's use of the Eligible Programs only in combination with equipment and software expressly approved in the user documentation provided with the Eligible Programs if such claim would not have occurred but for such unauthorized combination; (vi) Licensee making no admissions in respect of such claim without AIS's prior written consent; and, (vii) Licensee's compliance with all reasonable instructions given by AIS relating to the claim.
- d) The foregoing indemnification obligation of AIS shall not apply: (1) if the Eligible Programs are modified by any party other than AIS, but solely to the extent the alleged infringement is caused by such modification; (2) the Eligible Programs are combined with other products or process not authorized by AIS, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Eligible Programs; (4) to any unsupported release of the Eligible Programs; or (5) to any third-party code contained within the Eligible Programs.
- e) This **Section 10** shall survive the expiration or other termination of this Agreement with respect to claims arising prior to termination of this Agreement.

11. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of California. The Parties hereby agree that, with respect to any dispute relating to or arising from this Agreement, venue shall lie in the Superior Court for the State of California or a federal District Court of California, as applicable, which courts shall also be deemed to have subject matter jurisdiction concerning any matter relating to or arising from this Agreement, and you hereby agree to take no action which seeks to contest or object to the validity of such jurisdiction or venue. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Each Party waives, to the fullest extent permitted by law, trial by jury of any disputes, claims or issues arising under the Agreement.



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12. THIRD PARTY CODE:

The Eligible Programs may contain or be provided with components subject to the terms and conditions of "open source" software licenses ("Open Source Software"). In such case, Open Source Software may be identified in the Documentation, or AIS shall provide a list of the Open Source Software for a particular version of the software to you upon your written request. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering

13. AUDITS:

a) At AIS's expense and upon thirty (30) days prior written notice, AIS (or its authorized representative) shall be entitled to carry out an annual audit of all Licensee installation sites to ensure that the licensing terms of this Agreement are being observed. Licensee agrees to provide all reasonable assistance while AIS or its authorized representative conducts such audits. The confidentiality provisions of **Section 4** herein shall be observed at all times by AIS or its authorized representative.

b) In the event the audit concludes that Licensee has exceeded the entitled use under the applicable Authorization to Use, AIS shall invoice and Licensee agrees to pay for the additional licenses in accordance with AIS's then current published license fees. In addition, if the audit concludes that Licensee has exceeded the usage limits by more than 5%, Licensee shall reimburse AIS for all reasonable and actual cost associated with such audit.

14. DELAY AND FORCE MAJEURE:

a) Neither party shall be liable for any delay or failure in performing any of its obligations under this Agreement (except in the case of non-payment by Licensee of any fees or charges pursuant to this Agreement), if such delay or failure is caused by circumstances outside the reasonable control of the party concerned (including without limitation any delay caused by any act or default of the other party).

b) The party who is prevented from performing by Force Majeure (i) shall be obligated within a period not to exceed fourteen (14) days after the occurrence or detection of any such event to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.

15. GENERAL:

a) Licensee's rights in and to use the Eligible Programs pursuant to this Agreement are personal to Licensee and may not be assigned or otherwise transferred by Licensee, except to an Affiliate or to any entity (i) into which Licensee is merged or reorganized or (ii) to which all or substantially all of Licensee's capital stock, equity securities, or assets are sold or assigned.

b) AIS may assign its rights, duties and obligations pursuant to this Agreement to any entity (i) with which AIS is affiliated, (ii) into which AIS may be merged or reorganized or (iii) to which all or a portion of AIS's capital stock, equity securities, or assets may be sold or assigned.

c) The party prevailing in any action or proceeding between the parties arising under or related to this Agreement or the subject matter hereof shall be entitled to recover its reasonable attorneys' fees and expenses in addition to costs of suit and such other recovery and relief as may be authorized by law.

d) Notices to either party shall be sent via electronic mail or in writing to the address indicated in this Agreement, and deemed effective when received, or twenty-four (24) hours following the date of postmark, if sent by prepaid certified mail, return receipt requested.

e) Licensee agrees that AIS has the right, upon Licensee's prior written approval to place Licensee's logo (according to any Licensee branding guidelines provided) on the AIS website.

f) If the Eligible Programs are being acquired by the U.S. Government, the Eligible Programs are commercial computer software and documentation developed exclusively at private expense and belong to AIS, and (i) if acquired by or on behalf of a civilian agency, shall be subject to the terms of this computer software license agreement as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors, and (ii) if acquired by or on behalf of units of the Department of Defense ("DoD") shall be subject to the terms of this commercial computer software license agreement as specified in 48 C.F.R. 227.7202-2, DoD FAR supplement and its successors.

g) If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, provided, however, such modifications must be in writing in an amendment and mutually agreed upon by both parties and the validity and enforceability of all other provisions of this Agreement shall not be affected thereby.



h) Licensee agrees that, other than as provided herein, this Agreement shall inure to the benefit of, and shall be binding upon, both you and AIS, and your personal or legal representatives, agents, servants, employees, officers, directors, attorneys, heirs, executors, administrators, successors and assigns. Other than Licensee, AIS and AIS's licensors no other person or entity shall be deemed a beneficiary of this Agreement.

i) No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. The failure of either Licensee or AIS at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same or other condition, promise, agreement or understanding at a future time.

j) The Parties hereto have requested that this Agreement, and all correspondence and all documentation relating to this Agreement, be written in the English language.

k) Licensee acknowledges that AIS's rights in and to the Eligible Programs are unique and that financial remedies are insufficient to compensate AIS for any infringement of such rights. Accordingly, AIS shall be entitled to seek injunctive and other equitable relief to protect, maintain, defend, enforce, and preserve such rights, in addition to any other remedy that may be available. The Parties acknowledge and agree that breach of Section 2 may cause irreparable injury for which monetary damages are not an adequate remedy. Accordingly, each Party may seek injunctive relief and any other available equitable remedies to enforce the provisions of Section 2.

l) Licensee shall not export or re-export or permit exportation or re-exportation of the Eligible Programs without first obtaining any required written permission to do so from the United States Office of Export Administration and other appropriate governmental agencies of the United States. Licensee agrees to comply with all applicable laws and regulations in the performance of this Agreement, including, without limitation, all applicable United States and foreign export laws and regulations and U.S. embargo and sanctions regulations and prohibitions on export for certain end uses or to certain users. AIS agrees to comply with all applicable laws and regulations in the performance of this Agreement.

m) Licensee authorizes AIS and its subsidiaries to store and use Licensee's business contact information wherever they do business, in connection with in furtherance of AIS's business relationship with Licensee.

n) Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement.

o) This Agreement describes certain legal rights. You may have other rights under the laws of your country. This Agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.



ATTACHMENT 1

SUPPORT SERVICES

1. Description of Services

To the extent that annual Support Services are purchased, AIS shall provide Licensee Technical Support services and Product Maintenance relating to the use and operation of the Eligible Programs licensed by Licensee under the Agreement. Licensee may not limit Support Services to certain portions or copies of the Eligible Programs it has licensed or to periods of less than one full year. The Support Services terms are defined in the following sections.

2. Licensee Technical Support

Licensee Technical Support is provided either via telephone or email at the Licensees' discretion.

Telephone	(714) 572-5600
Email	support@aisconsulting.net

3. Scope of Licensee Technical Support Services

Through this service AIS will:

- 3.1 Problem Resolution. Provide assistance in the resolution of Licensee Technical Support questions relating to the use and operation of the Eligible Programs. Response time will be in accordance with the service objectives listed in Section 4.
- 3.2 Record Calls. Open a new call record for each incident raised by the Licensee relating to the use and operation of the Eligible Programs. An incident is deemed to be booked from the issue of an incident "id" reference.

4. Call Handling

In delivery of the Technical Support Service, AIS provides a four-level call severity system.

4.1 Definitions

- 4.1.1 Critical. The Licensee system is severely degraded in terms of the number of users unable to access core functionality and directly impacts the Licensee's business processes.
- 4.1.2 Major. A business function or transaction process is not available.
- 4.1.3 Low Impact. The System is not performing according to the business specification (the functionality is compromised but still available).
- 4.1.4 Request for Information (RFI). A non-urgent issue that requires investigation (for example suggestions for change or enhancement requests).

4.2 Target Timescales: Target response times are based on severity:

Call Severity	Response Time	Target for Resolution
Critical	30 Minutes	4 Hours
Major	2 Hours	16 Hours
Low	4 Hours	40 Hours
RFI	8 Hours	NA

5. Product Maintenance

5.1 Updates and Enhancement Releases for the Eligible Programs shall be provided by AIS on an as available basis determined by AIS, and may include the following items:

- 5.1.1 Bug fixes
- 5.1.2 Documentation to include appropriate release, including functional, configuration and installation information
- 5.1.3 Enhancements to licensed Eligible Programs provided by manufacturer to keep current with changes in



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operating systems and user environment.

5.1.4 Performance enhancements to Eligible Programs which manufacturer makes generally available to maintenance agreement clients

5.1.5 Functional enhancements that manufacturer makes generally available to maintenance agreement clients.

AIS in its sole discretion shall determine which manufacturer Updates and Enhancement Releases to make available to Licensee. AIS may not make all or the current manufacturer's Updates and Enhancement Releases available.

5.2 Form of Updates and Enhancement Releases. Updates and enhancements specified above, and those otherwise provided by manufacturer to purchasers of the Eligible Programs will be provided in machine readable format and updates to related documentation will be provided in electronic or hard copy form at the option of the Licensee. Duplication, distribution and installation of updates and enhancements are the responsibility of the Licensee. If requested, AIS will provide on-site assistance for the installation of updates on a time and materials basis, plus expenses.

6.1 Supported Releases. AIS will support previous releases of Eligible Programs for two previous releases following the general availability of a new release update. Thereafter, AIS shall have no further responsibility for supporting and maintaining the prior releases. A "release" or "releases" is defined as any update, enhancement or bug fix of the Eligible Programs that is substantially similar to and is marketed under the same product number and nomenclature. A number to the right of the decimal point designates a release. Nothing contained in this Agreement shall obligate AIS to support discontinued software for more than one year. Support Services must be renewed for all Eligible Programs licensed by Licensee; renewals for only portions of the Eligible Programs will not be permitted. If Licensee elects to renew maintenance after maintenance services have lapsed, Licensee will pay AIS back maintenance fees for the lapsed period in order to bring the Eligible Programs to the most current release.

6.2 Disclaimer. AIS assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Eligible Programs if the Licensee has made changes to the Eligible Programs, without the prior notification and approval of AIS. AIS assumes no responsibility for the operation or performance of any Licensee written or third-party applications, except as related to the interaction of Licensee written or third-party applications with the Eligible Programs.