

SUPPORT AND MAINTENANCE SERVICES TERMS AND CONDITIONS

To the extent Virsto has become obligated for support and maintenance, the following will apply with respect to software Products so long as they remain Virsto's standard terms and the Licensee is in full compliance with the Agreement. Capitalized terms not defined in Section 5 below have the same meaning as in Virsto's standard Software License Terms.

1. Support and Maintenance Services. Standard Maintenance Services consist of Product updates that Virsto in its discretion makes generally available to its support and maintenance customers without additional charge. Preferred Virsto One Services consist of Standard Maintenance Services plus (a) Error Correction and Telephone Support provided to two (2) (or more, subject to applicable fees as set forth below) consistent technical support contacts concerning the installation and use of the then current release of a Product and the Previous Sequential Release, (b) E-mail Support.

2. Error Priority Levels. If Licensee has paid all applicable Preferred Virsto One fees, Virsto shall exercise commercially reasonable efforts (up to 5 incidents per year) to correct any Error reported by Licensee in the current unmodified release of Product in accordance with the priority level reasonably assigned to such Error by Virsto.

- Priority A Errors - Virsto shall respond within one business day and promptly commence the following procedures: (i) assign Virsto engineers to correct the Error; (ii) notify Virsto management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) provide Licensee with periodic reports on the status of the corrections; and (iv) initiate work to provide Licensee with a Workaround or Fix.
- Priority B Errors - Virsto shall exercise commercially reasonable efforts to include the Fix for the Error in the next regular Product maintenance release.
- Priority C Errors - Virsto may include the Fix for the Error in the next major release of the Product.

If Virsto believes that a problem reported by Licensee may not be due to an Error in a Product, Virsto will so notify Licensee. At that time, Licensee may (1) instruct Virsto to proceed with problem determination at its possible expense as set forth below, or (2) instruct Virsto that Licensee does not wish the problem pursued at its possible expense. If Licensee requests that Virsto proceed with problem determination at its possible expense and Virsto determines that the error was not due to an Error in the Product, Licensee shall pay Virsto, at Virsto's then-current and standard consulting rates, for all work performed in connection with such determination, plus reasonable related expenses incurred therewith. Licensee shall not be liable for (i) problem determination or repair to the extent problems are due to Errors in the Product; or (ii) work performed under this paragraph in excess of its instructions; or (iii) work performed after Licensee has notified Virsto that it no longer wishes work on the problem determination to be continued at its possible expense (such notice shall be deemed given when actually received by Virsto). If Licensee instructs Virsto that it does not wish the problem pursued at its possible expense or if such determination requires effort in excess of Licensee's instructions, Virsto may, at its sole discretion, elect not to investigate the error with no liability therefor.

3. Exclusions. Virsto shall have no obligation to support: (i) altered or damaged Products or any portion of a Product incorporated with or into other software; (ii) any Product that is not the then current release or immediately Previous Sequential Release; (iii) Product problems caused by Licensee's negligence, abuse or misapplication, use of Products other than as specified in the Virsto's user manual or other causes beyond the control of Virsto; or (iv) Products installed on any hardware that is not supported by Virsto. Virsto shall have no liability for any changes

in Licensee's hardware which may be necessary to use Products due to a Workaround or maintenance release.

4. Additional Premium Services. If Licensee has paid all applicable Preferred Virsto One fees, Licensee may purchase additional named technical support contacts for \$500 each and support for additional incidents as follows: (a) \$1,000 for five (5) additional incidents; (b) \$1,660 for ten (10) additional incidents; and \$2,656 for twenty (20) additional incidents.

5. Definitions.

- "E-mail support" means ability to make requests for technical support assistance by e-mail at any time (with reasonable efforts by Virsto to respond within one business day) concerning the installation and use of the then current release of a Product and the Previous Sequential Release.
- "Error" means an error in a Product which significantly degrades such Product as compared to the Virsto's published performance specifications.
- "Error Correction" means the use of reasonable commercial efforts to correct Errors.
- "Fix" means the repair or replacement of object or executable code versions of a Product or documentation to remedy an Error.
- "Previous Sequential Release" means the release of a Product which has been replaced by a subsequent release of the same Product. Notwithstanding anything else, a Previous Sequential Release will be supported by Virsto only for a period of twelve (12) months after release of the subsequent release.
- "Priority A Error" means an Error which renders a Product inoperative.
- "Priority B Error" means an Error which substantially degrades the performance of a Product or materially restricts Licensee's use of such Product.
- "Priority C Error" means an Error which causes only a minor impact on the Licensee's use of a Product.
- "Telephone Support" means technical support telephone assistance between 8:00AM and 5:00PM Pacific Time on Virsto's regular business days concerning the installation and use of the then current release of a Product and the Previous Sequential Release.
- "Web Support" means information available on the World Wide Web, including frequently asked questions, product documentation and bug reporting.
- "Workaround" means a change in the procedures followed or data supplied by Licensee to avoid an Error without substantially impairing Licensee's use of a Product.

THESE TERMS AND CONDITIONS CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. ALL PRODUCTS AND MATERIALS RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE AGREEMENT. THIS ATTACHMENT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.