

END USER LICENSE AGREEMENT – LITIGATION SOFTWARE PROGRAMS

THE FOLLOWING TERMS APPLY TO THE FURNISHING OF THIS SOFTWARE AND SERVICES. LexisNexis, a division of Reed Elsevier, Inc. ("Company") LICENSES THIS SOFTWARE. CAPITALIZED TERMS ARE DEFINED IN THE LAST SECTION OF THIS AGREEMENT.

IMPORTANT—READ CAREFULLY: This End User License Agreement ("Agreement") is a legal agreement between you (either an individual or a single entity) and Company for the Software that accompanies this Agreement, which includes associated media and internet-based services, if any ("Program"). This Agreement applies to CaseMap® software, Concordance® software and LAW PreDiscovery software, including any associated software programs or modules thereof. An amendment or addendum to this Agreement may accompany the Program. YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY INSTALLING, COPYING, OR USING THE PROGRAM. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE PROGRAM; YOU MAY RETURN IT FOR A FULL REFUND, IF APPLICABLE.

If you have executed a separate license agreement with Company for this Program, the terms of that separately executed agreement will supersede this Agreement.

PLEASE NOTE: THIS AGREEMENT CONTAINS TERMS THAT APPLY TO A PERPETUAL RIGHT TO USE THE PROGRAM AND TERMS THAT APPLY TO A SOFTWARE SUBSCRIPTION (INCLUDING MAINTENANCE AND SUPPORT) AND TERMS THAT ARE COMMON TO EACH OF THE FOREGOING. IN AUSTRALIA, THE PROGRAM IS ONLY AVAILABLE ON A SUBSCRIPTION BASIS ONLY.

If you are not sure as to which terms apply to you, please contact LexisNexis at 1800 772 772

A. COMMON TERMS

This Agreement ("Agreement") is entered into between You (either an individual or a single entity) and as Reed International Books Australia Pty Limited trading as LexisNexis ("Company") for the number of authorized users as referenced in a corresponding Software Order; the terms of which are incorporated by reference.

Capitalized terms are defined in this Agreement.

1. RIGHT TO USE

1.1 Subject to the restrictions set forth below, you may (a) install the number of copies of the Program by using no more than the number of seats, concurrent users, options, or named users (collectively, "**Licenses**") identified in the Software Order in executable form for your internal operations; (b) use the Documentation for your internal operations; (c) make a single backup copy of the Software provided the backup copy is not used for production purposes; and (d) permit your employees, agents, representatives, contractors or customers designated by you ("Authorized Users") to access and use the Program locally or remotely in accordance with this Agreement.

1.2 Copyright notices and any other proprietary legends on the original copy of the Program must be reproduced on any copies of the Program. You may not transfer the rights to a backup copy of the Software unless you transfer all rights in the Software.

1.3 Use of some third-party materials included in the Program may be subject to other terms and conditions typically found in a separate agreement or "Read Me" file located in or near such materials. If the Program includes software supplied by Information Graphics Corporation ("IGC"), IGC is a third party beneficiary to Your rights and obligations under this Agreement with respect to Your use of any IGC software included in the Program. IGC shall have authority to enforce such rights against the You.

2. USE RESTRICTIONS AND LIMITATIONS

2.1 By accepting the License granted by Company, you agree that you will not, without the prior written consent of Company (a) sell, license, sublicense, distribute, lease or otherwise transfer or allow the transfer of the Program, or any backup copy, to third parties; (b) use the Program in any manner inconsistent with the rights granted above, including but not limited to use of the Program in a service bureau, renting, leasing, lending or using the Program to provide commercial hosting services, or using more than the number of Licenses or permit access to the Program by more than the number of Authorized Users; (c) modify or create derivative works of the Program or Documentation or separate the Program's component parts for use on more than one device; or (d) unless specifically permitted under applicable law without the possibility of contractual waiver, attempt to decompile, disassemble or reverse engineer the Program, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the Program or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Program, including without limitation any such mechanism used to restrict or control the functionality of the Program. CONCORDANCE

NATIVE VIEWER MUST BE INSTALLED ONLY AS A DESKTOP APPLICATION AND MAY NOT BE INSTALLED ON A CENTRAL SERVER FOR ACCESS BY USERS.

2.2 Any transfer of the Program or assignment of this Agreement shall be at Company's sole discretion. Any permitted transfer of the Program must include the Program and Documentation, any backup copies, any Updates and Upgrades, if applicable and a copy of this Agreement. Written notice of the transfer must be sent by you to Company within 15 business days of the transfer, specifying the new licensee, who must agree to be bound by the terms and conditions of this Agreement.

2.3 THERE MAY BE TECHNOLOGICAL MEASURES IN THE PROGRAM THAT ARE DESIGNED TO PREVENT UNLICENSED USE OF THE PROGRAM. You understand that you may need to activate or reactivate the Program from time to time to continue use of the Program.

2.4 Arabic Text. Concordance® software supports the processing of justified Arabic text by stripping out kashida. Kashida is a type of justification used in some cursive scripts, particularly Arabic. In contrast to white-space justification, which increases the length of a line of text by expanding spaces between words or individual letters, kashida justification is accomplished by elongating characters at certain chosen points. The process provides for the electronic searching of justified Arabic text, but does not change the meaning or alter the original documents.

2.5 Internet-Based Services. If the Program accesses a Company internet-based service associated with the Program, you agree that you will not use the Program in any manner that could damage, disable, overburden, or impair such services or interfere with any other party's use and enjoyment of them.

3. TAXES.

If any authority imposes a duty, tax, levy or fee, excluding those based on Company's net income, upon the Program, you agree to pay the amount specified. You are responsible for any personal property taxes for the Program from the date it was acquired. If GST is imposed on any supply under this End User Contract, you must pay, in addition to any consideration payable or to be provided by you, an additional amount calculated by multiplying the prevailing GST rate by the consideration payable or to be provided, provided always that Company will issue a valid tax invoice to You, no later than the time which the consideration payable must be provided."

4. COPYRIGHT AND PROPRIETARY INFORMATION

4.1 Company and its suppliers reserve all of rights with respect to the Program, Documentation and any copies under all applicable national and international laws and treaties for the protection of Intellectual Property Rights, including, but not limited to, trade secrets, copyrights, trademarks and patents. Any rights not expressly granted to you in this Agreement are retained by Company and its suppliers.

4.2 Except as otherwise provided in this Agreement, you shall not cause or permit unauthorized copying, reproduction or disclosure of any portion of the Program or Documentation, or the delivery or distribution of any part thereof to any third party, for any purpose, without the prior written permission of Company. This restriction shall continue beyond the termination of this Agreement.

5. EXPORT

You will not ship, transfer or export the Program to any country, nor will you use the Program in any manner prohibited by the United States Export Administration Act or any other export laws national or international, restrictions or regulations that apply to the Program. You agree to indemnify and hold Company harmless for any violation of this provision.

6. U.S. GOVERNMENT RIGHTS

The Program and Documentation are "Commercial Items" as that term is defined at 48 CFR 2.101 consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation" as such terms are used in 48 CFR 12.212 or 48 CFR 227.7202, as applicable. The rights to the Program and Documentation are granted to U.S. Government end users (a) only as Commercial Items and (b) only with those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement.

7. WARRANTY

7.1 Company warrants that it has sufficient rights to grant the rights in the Program pursuant to this Agreement; that the Services will be performed in a professional manner and in accordance with good usage and accepted practices and the Company further warrants that the Program will operate substantially in accordance with its written specifications. No warranty is made that the Program will run uninterrupted or error-free. The warranty period for the Program and Documentation is 90 days from delivery including any trial period or 45 days from the provision of the Services (where relevant) ("**Warranty Period**"). To make a claim under this warranty, notify us by telephone on 1800 999 906 or email on orders@lexisnexis.com.au.

7.2 You must give us notice as soon as reasonably practicable upon becoming aware of a breach of a warranty in clause **Error! Reference source not found.** The Company's and its suppliers' entire liability and your exclusive remedy for any breach of this express warranty or for any other breach of this Agreement or for any other liability relating to the Program

or Service whether in tort (including negligence) or for any other common law or statutory cause of action shall be limited, at Company's option to, (a) repair, or (b) replacement, or (c) return with proof of purchase and refund of the applicable software fees, of a Program or Service. You will receive the remedy elected by Company without charge, except that You are responsible for any expenses You may incur (e.g., cost of shipping the Program to Company, third party services not provided by Company). This express warranty is void if failure of the Program or Service has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Program or Service will be warranted for the remainder of the original warranty period and Company will use commercially reasonable efforts to provide a remedy within a commercially reasonable time of your compliance with Company's warranty remedy procedures. Outside the United States or Canada, neither these remedies nor any Program support services offered by Company are available without proof of purchase from an authorized international source.

7.3 If you are a "consumer" for the purposes of the Australian Consumer Law, we are required to include the following statement as a result of the undertakings described in clause 7.2:

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. Under the Australian Consumer Law, you are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. The benefits to you described in clause 7.2 are in addition to other rights and remedies you have under the Australian Consumer Law and other laws. Our warranties are provided by Reed International Books Australia Pty Limited trading as LexisNexis, Address: Tower 2, 475 Victoria Avenue, Chatswood NSW 2067, Telephone Number: 1800 999 906, Email: customer.relations@lexisnexis.com.au.

However, please be aware that the Australian Consumer Law permits Company to limit Company's liability in respect of the guarantees referred to above in accordance with the limitation in clause 7.4.

7.4 If You are a "consumer" for the purposes of the Australian Consumer Law, certain guarantees may be conferred on You and certain rights and remedies may be conferred on You which cannot be excluded, restricted or modified. If so, then to the maximum extent permitted by law, Company's liability to you is limited at Company's option to: (a) in the case of goods, replacement or repair of the goods or payment of the cost of replacing or repairing the goods; and (b) in the case of services, resupply of the services or payment of the cost of re-supplying the services.

7.5 Except as expressly stated to the contrary in this agreement and subject to clause 7.4 and to the maximum extent permitted by law, Company hereby excludes all other conditions, warranties, guarantees or representations, express or implied, by statute, trade or otherwise.

8. LIMITATION OF LIABILITIES

SUBJECT TO CLAUSE 7.1 AND TO THE MAXIMUM EXTENT REQUIRED BY LAW, IN NO EVENT WILL COMPANY, ITS PROGRAM DEVELOPERS OR SUPPLIERS HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN TORT, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOSS OF OR DAMAGE TO DATA, PROFITS OR BUSINESS INTERRUPTION LOSSES, SUSTAINED OR ARISING FROM OR RELATED TO THE PROGRAM, DOCUMENTATION OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO CLAUSE 7.1 AND TO THE MAXIMUM EXTENT REQUIRED BY LAW, COMPANY'S LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL AT ALL TIMES AND IN THE AGGREGATE AMOUNT BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO COMPANY UNDER THIS AGREEMENT. NO ACTION OR PROCEEDING AGAINST COMPANY MAY BE COMMENCED MORE THAN ONE YEAR AFTER THE CLAIM ARISES EXCEPT FOR COMPANY CLAIMS RELATING TO COLLECTION OF FEES DUE AND PAYABLE BY YOU. THIS SECTION SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

9. MISCELLANEOUS

9.1 Governing Law.

The End User Licence Agreement is governed by the laws of New South Wales and You submit to the courts of that jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

9.2 Severability. If any term of this Agreement is held invalid or unenforceable for any reason, the parties agree that such invalidity will not affect the validity of the remaining provisions of this Agreement, and further agree to substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

9.3 Waiver. None of the requirements of this Agreement shall be considered as waived by either party unless the same is done in writing, and then only by persons executing this Agreement or other duly authorized agents or representatives. The waiver by either party of a breach or a violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach or violation.

9.4 Assignment. Neither party may assign (voluntarily, by operation of law, or otherwise) this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided, however, Company may assign this Agreement to any Affiliate or successor on notice to you. As a condition to assignment, your assignee must agree to assume and be bound by all terms and conditions of this Agreement.

9.5 Compliance with Rights Granted. You agree that, upon request from Company or Company's authorized representative, you will within 30 days fully document and certify any and all use of the Program at the time of the request is in conformity with your valid and authorized rights granted from Company.

9.6 Entire Agreement. This Agreement is the entire agreement between you and Company relating to the Program and the Services (if any) and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Program or any other subject matter covered by this Agreement.

9.7 Parties Bound. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, legatees, successors, and permitted assignees.

9.8 Force Majeure. Except with respect to Your obligation to make timely payments, neither party shall be held responsible for any delay or failure in performance to the extent that such delay or failure is caused by fires, strikes, embargoes, explosions, earthquakes, floods, wars, water, the elements, labor disputes, government requirements, civil or military authorities, acts of God or by the public enemy, inability to secure raw materials or transportation, facilities, acts or omissions of carriers or suppliers, or other causes beyond its control whether or not similar to the foregoing.

9.9 Notices. All notices under this Agreement (except for requests for Service) shall be in writing and shall may given by mail, postage prepaid or by overnight delivery addressed to the respective parties, if to You, at Your addresses set forth in the signature block below or to Company at:

LexisNexis
Locked Bag 2222
Chatswood Delivery Centre
Chatswood NSW 2067

Such notice shall be deemed to have been given when received. Either party may change its notice address upon notice to the other party pursuant to this provision.

9.10 Independent Contractor. All work performed under the Agreement by a party shall be performed as an independent contractor and not as an agent of the other. No persons furnished by either party shall be considered the other party's employees or agents, and each party shall be responsible for its own and its employees' compliance with all laws, rules, and regulations involving employment of labor, working conditions, payment of wages, and payment of taxes, such as unemployment, social security, and other payroll taxes, including applicable contributions from such persons when required by law.

9.11 Privacy. If, as a result of this Agreement, we are able to access any information about identifiable individuals, we agree to comply with the Privacy Act 1988 (Cth) and all other applicable privacy laws and such other data protection laws as may be in force from time to time which regulate the collection, storage, use and disclosure of information, as if it were regulated by these laws. In accordance with such privacy laws, the Company will provide and export personal information about Authorized Users to other members of our company group, including Reed Elsevier Inc. in the United States, for the purposes of (a) providing access to and use of the Program to Authorized Users, and (b) providing customer support, billing and other similar activities related to the Program.

10. DEFINITIONS

"Affiliate" means a corporation, partnership, or other legal entity that controls, is controlled by, or is under common control with that party, either directly or through another Affiliate, but only while that control relationship exists; "control" of an entity means the power to direct the management and policies of that entity through a controlling vote on the board of directors or similar governing body of that entity or the ownership of interests entitled to more than 50% of the votes of that entity.

"Authorized Users" means your employees, agents, representatives, contractors or customers whom you provide access to the Program.

"Covered Programs" means any current Program that You have licensed pursuant to this Agreement that is a currently supported Software version for the numbers of Licenses set forth on the current Software Order. Supported versions include the current version and the prior two major releases (Upgrades) of the Program.

"CPU" means a single computer, a central processing unit or logical partition (if a computer or server has more than one processor or logical partition).

"Documentation" mean written guides in any form or media describing the use and operation of Program, together with any related supporting documentation.

"Fix(es)" means a Workaround and/or additional or replacement lines of software code provided by Company to remedy a defect in the Program that caused it to not operate substantially in accordance with its written specifications.

"Intellectual Property Rights" means all current and future patents, patent applications (including, without limitation, all reissues, divisions, renewals, extensions, continuations and continuations-in-part), copyrights (including but not limited to rights in audiovisual works and moral rights), trade secrets, trademarks, service marks, trade names and all other intellectual property rights and proprietary rights, whether arising under the laws of the United States or any other country, state or jurisdiction.

"License Fee" means the one-time perpetual right-to-use fee. The License Fee does not include Maintenance & Support Services.

"Problem" means Software that does not operate substantially in accordance with its written specifications; or Documentation that is not correct.

"Schedule A" means the terms relating to Maintenance & Support attached to this Agreement and the terms of which are incorporated herein by reference.

"Services" or **"Maintenance & Support Services"** means the delivery of Updates and Upgrades and technical support to be provided pursuant to the terms of this Agreement repairing or replacing Program that does not operate in accordance with its written specifications.

"Software" means computer programs identified herein or on any associated Software Order, in machine-readable form for use on designated CPU(s) or by Authorized Users including 1) the original and all whole or partial copies 2) components, 3) audio-visual content (such as images, text, recordings, or pictures), 4) related software materials, and 5) software use documents or keys, and documentation. Software does not include any version of Source Code and any operating system software installed on the CPU.

"Software Order" means that document setting forth the number of units, Subscription Fees, License Fees, and support Services fees, if applicable, associated with the Program. The Software Order may be a paper form or may be comprised of the online form you completed or the information you provided verbally, when ordering a Program and any confirmation of the information you provided, including but not limited to your election with regard to Term, and is a part of this Agreement.

"Source Code" means a high level program in that is not machine-readable.

"Start Date" means the date You accept this Agreement, which shall begin the Term.

"Subscription" means you may use the Program, subject to this Agreement, for a specified Term which use is conditioned on payment of a Subscription Fee for the current period. A Subscription is automatically renewable upon payment for each succeeding period and includes Support Services at no additional charge.

"Subscription Fee" means the amount payable by You for the access and use of the Program which is based upon the number of Licenses designated on a corresponding Software Order.

"System Administrator" means an employee or agent of You with sufficient training and experience to identify and isolate Problems and to provide sufficient information and assistance to Company to be able to reproduce such Problems. The System Administrator or his/her delegate shall be the single point of contact with Company when reporting Problems. Company may require You to appoint a new System Administrator if Company reasonably determines that the System Administrator does not possess the training or experience necessary to perform the required functions of the System Administrator or cannot communicate effectively with Company's support personnel.

"Updates" means subsequent releases of a Program which are generally made available for supported Software at no additional charge, other than media and handling charges, to correct design faults, discrepancies or defects ("bugs") in the Program. Updates are generally designated by a change in the number appearing to the right of the initial decimal point in the Program's version number (i.e., 1.1 vs. 1.0).

"Upgrades" means subsequent releases of the Materials that contain an improvement in the Materials that generally includes enhancements and new functionality, and is generally designated by a change in the number appearing to the left of the initial decimal point in the Program's version number (i.e., 2.0 vs. 1.0).

"You" includes your divisions and departments within your organization and your Affiliates, but does not include clients, co-counsel, independent third parties or non-Affiliates. You agree that you shall be responsible for any use of the Program by your Affiliates.

"Workaround" means a temporary solution to a Problem.

B. TERMS THAT APPLY TO A PERPETUAL RIGHT TO USE THE SOFTWARE

1. RIGHT TO USE

Company permits you to use the Program only in accordance with the terms of this Agreement. Subject to your payment of the License Fees set forth in the Software Order and your compliance with the other terms of this Agreement, Company grants to you a limited, personal, perpetual, non-exclusive, nontransferable and non-assignable (except as this Agreement otherwise provides) license to use the Program and Documentation as set forth in this Agreement. The License Fees do not include the Services which may be available for an additional fee under a separate agreement.

C. TERMS THAT APPLY TO A SOFTWARE SUBSCRIPTION

1. SOFTWARE GRANT

Company permits you to use the Program only in accordance with the terms of this Agreement. Subject to your payment of the Subscription Fees set forth in the Software Order and your compliance with the other terms of this Agreement, Company grants to you a limited, personal, non-exclusive, nontransferable and non-assignable (except as this Agreement otherwise provides) right to use the Program and Documentation during the Term as set forth in this Agreement.

2. INVOICES AND PAYMENT

2.1 Subscription Fees and any related charges, shall be payable within 30 days of the date of Company's invoice. At its sole option, Company may use a third party or Matthew Bender & Company, Inc. (a Reed Elsevier/LexisNexis affiliate), as Company's billing, payment and invoicing agent for selected products and services offered by the LexisNexis division of Reed Elsevier Inc. and affiliated companies.

2.2 Payments provided for in this Agreement shall, when overdue, be subject to a late payment charge calculated at a rate of one and one-half percent (1.5%) per month until paid; provided, however, that if the amount of such late payment charge exceeds the maximum permitted by law for such charge, such charge shall be reduced to such maximum amount. You shall be liable for all costs of collection incurred by Company including without limitation collection agency fees, reasonable attorney's fees and court costs if you fail to comply with the payment obligations set forth herein.

3. TERM, TERMINATION OR EXPIRATION OF AGREEMENT

The term of this Agreement shall commence with an initial term of as outlined in a Software Order (the "Initial Term"). Thereafter, the Agreement shall automatically renew for successive 12 month annual term(s), hereinafter known as the "renewal period(s)" (collectively "Term"). After the Initial Term, either party may provide written notice on or before 30 days preceding an anniversary of the Start Date of its intent not to renew for the next annual period. The amount of charges to Your subscription shall be at Company's then current prices in effect at the time of such renewal. If after the Initial Term a lapse occurs in Your subscription at any time, Company may invoice You a reactivation fee to inspect the Programs prior to entering into a new agreement.

During the Term the Agreement may not be terminated except as follows:

3.1 If You fail to pay any invoice in full within a period of 30 days after the same is due, Company may terminate this Agreement upon 5 business days' notice to You without any liability to You whatsoever.

3.2 Except for Your failure to make payments, as invoiced, either party may terminate this Agreement on notice if the other party has defaulted in the performance of its obligations under this Agreement upon 30 days written notice, provided however, that the party in breach will have 30 days from the receipt of notice of termination to correct the default.

3.3 A party becomes insolvent, invokes as a debtor any laws relating to the relief of debtors' or creditors' rights, or has such laws invoked against it as a debtor. Such termination shall be effective 30 days after notice unless the terminating party is satisfied with other party's solvency within that time.

3.4 Upon termination of the Agreement due to your breach, Company shall be entitled to accelerate all remaining payments due for the term outlined in the Software Order and any prepaid fees shall not be refunded. On termination of this Agreement, you, at your option, will either (1) destroy all copies of the Program, including any backup copies and the originals and any copies of the Documentation and certify such destruction in writing to Company, or (2) return them to Company. This obligation shall survive the termination of this Agreement.

3.5 In the event You do not renew the Subscription, You will no longer receive Maintenance & Support, access to the subscriber online portal and any other future benefits that may be available to subscribers at that time.

SCHEDULE A

MAINTENANCE & SUPPORT FOR SUBSCRIPTION CUSTOMERS

1. MAINTENANCE & SUPPORT SERVICES

A. Delivery of Updates/Upgrades. Provided you have paid the Subscription Fees, whenever Company makes Updates or Upgrades generally available to its users who have subscribed to the Services, Company will grant you a copy of the new release containing the Updates and/or Upgrades. Your use of all such Updates and Upgrades is subject to this Agreement and the terms of the applicable software agreement previously entered into by You for the Materials.

Except for the immediate purpose of data conversion from the previous version to the Upgrade, after implementing the Upgrade into your practice You may no longer continue to use the earlier version of the Program. All Upgrades are provided to you on a per Software copy exchange basis. You agree that by installing and implementing an Upgrade, you voluntarily terminate your right to use any previous version of the Program.

B. Access to Telephone Technical Support. Company will make a member of its technical support staff available by telephone to your System Administrator to assist You in the standard business use of the Program. Your System Administrator will be responsible for the daily maintenance of the Program per the Documentation, and

will provide the first line technical support of the Program to your users. Telephone Technical Support includes assistance relating to any Fixes and Workarounds.

Company reserves the right to change or modify the Maintenance & Technical Support Services at any time and from time to time upon 90 days written notice to You.

2. USE GRANT FOR REMOTE ASSISTANCE

You may permit any device to access and use your authorized copy of the Program for the sole purpose of providing You with Services.

You agree that Company and its affiliates may collect and use technical information gathered as part of the Support Services provided to You, if any, related to the Program. Company may use this information to ensure proper authorization of all copies of the Software as well as to improve Company's products or provide customized services or technologies to You. Unless you otherwise agree in writing, Company will not disclose this information in a form that personally identifies You to any third parties.

3. MAINTENANCE & SUPPORT SERVICE EXCLUSIONS

Unless otherwise agreed to in writing by Company, the Maintenance & Support Services and the charges quoted by Company for such Services do not cover or include the following:

- A. Support of a Program which has been modified or repaired other than by Company;
- B. Making specification changes or performing Services connected with the relocation of a Program;
- C. Modification or replacement of a Program, repair of damage, or increase in service time caused by failure to continually provide a suitable operational environment with all facilities prescribed by the applicable documentation; including, but not limited to, the failure to provide or the failure of adequate electrical power, temperature or humidity control, or computing environment;
- D. Modification or replacement of a Program, repair of damage, or increase in service time caused by the use of the Program for other than the purposes for which it is authorized or not in accordance with the Materials operating guidelines;
- E. Modification or replacement of a Program, repair of damage, or increase in service time caused by:
 - accident
 - natural or man-made disaster which shall include but not be limited to fire, water, wind, and lightning
 - transportation
 - neglect or misuse
- F. Modification or replacement of a Program, or increase in service time caused by the use of the Program in combination with other products or materials not furnished by Company or in combination with other products or materials furnished by, but not combined by, Company;
- G. Backing up or restoring programs and/or data;
- H. Keying, importing, converting or manipulation of data;
- I. On-site or formal classroom training on the operation and use of the Program;
- J. Creation of any new non-standard, customer-defined reports;
- K. Installation of the Program;
- L. Use of the Software other than in accordance with system requirements; or
- M. Support of Software which is not a Covered Program.

At Your request and in the Company's sole discretion, Company may perform any of the foregoing services on a billable special service basis or as part of a separate professional services agreement. You agree that any Services rendered pursuant to Your request for Service which is determined by Company to have been caused by a problem set forth above will be considered a special service.

4. OBLIGATIONS OF CUSTOMER

You shall provide access to your facilities and equipment in connection with Company's performance of its obligations hereunder. No charge shall be made for such access and Company will provide prior notification when such access is required;

You shall maintain a proper network connection near any CPU used with a Program being maintained by Company hereunder and provide access to a voice grade local telephone;

You shall be responsible for obtaining any required third party hardware and/or software, including updates thereto;

Your System Administrator must be present when any on-site Service is provided. If applicable, You agree that if a

representative is not present when Company's technician arrives on site that no Service will be performed and You will be charged at the special service rate then in effect for such visit.

You may permit any device to access and use your authorized copy of the Program for the sole purpose of providing you with Services. Prior to providing on-site or remote Services, it is Your responsibility to properly backup all data.

You agree that Company and its affiliates may collect and use technical information gathered as part of the Maintenance & Support Services provided to you. Company may use this information to ensure proper authorization of all copies of the Software as well as to improve Company's Programs or provide customized services or technologies to you. Unless you otherwise agree in writing, Company will not disclose this information in a form that personally identifies you to any third parties.

5. SOFTWARE UPDATES, FIXES AND UPGRADES

You agree that all Updates, Upgrades and Fixes or Workarounds furnished to You shall be deemed to be part of the Program subject to the terms and conditions of this Agreement.

6. ADDITIONAL CPU^s or ADDITIONAL AUTHORIZED USERS

If You become authorized under the terms of any separate Agreement to use the Software on additional CPU(s) or for additional Authorized Users to access and use the Software, and You desire to include such additional CPU(s) or Authorized Users under this Schedule A, you will be responsible for additional charges for such Services. For purposes of this Agreement, the term "CPU" shall include both the original CPUs and the new CPUs.