



## DLT RIDER TO MANUFACTURER END USER TERMS (For Public Sector End Users)

1. **Scope.** This DLT Rider to SQRRL Data, Inc. (“Manufacturer”) End User Terms (“DLT Rider”) establishes the terms and conditions enabling DLT Solutions, LLC (“DLT”) to provide Manufacturer’s Offerings to Public Sector Government Agencies to include the Federal, State and Local entities (the “Licensee” or “Customer”).
2. **Applicability.** The terms and conditions in the attached Manufacturer Terms are hereby incorporated by reference to the extent that they are consistent with Public Sector Laws (e.g., the Anti-Deficiency Act, the Contracts Disputes Act, the Prompt Payment Act, the Anti-Assignment statutes). To the extent the terms and conditions in the Manufacturer's Terms or any resulting Customer Order are inconsistent with the following clauses, they shall be deemed deleted and the following shall take precedence:
  - a. **Advertisements and Endorsements.** Unless specifically authorized by Customer in writing, use of the name or logo of Customer is prohibited.
  - b. **Assignment.** All clauses regarding Assignment are subject to Assignment of Claims and Novation and Change-of-Name Agreements. All clauses governing Assignment in the Manufacturer Terms are hereby deemed to be deleted.
  - c. **Audit.** During the term of a Customer order subject to this Rider: (a) If Customer's security requirements included in the Order are met, Manufacturer or its designated agent may audit Customer's facilities and records to verify Customer's compliance with this Agreement. Any such audit will take place only during Customer's normal business hours contingent upon prior written notice and adherence to any security measures the Customer deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. DLT on behalf of the Manufacturer will give Customer written notice of a desire to verify compliance ("Notice"); (b) If Customer’s security requirements are not met and upon Manufacturer's request, Customer will provide a written certification, executed by a duly authorized agent of Customer, verifying in writing Customer's compliance with the Customer order; or (c) discrepancies in price discovered pursuant to an audit may result in a charge by the commercial supplier to the Customer however, all invoices must be: i) in accordance with the proper invoicing requirements of the Customer; ii) if there is a dispute then no payment obligation may arise on the part of the Customer until the conclusion of the dispute process, and iii) the audit, if requested by the Customer, will be performed at the Manufacturer’s expense.
  - d. **Confidential Information.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, and any order by a Court with appropriate jurisdiction.
  - e. **Consent to Government Law / Consent to Jurisdiction.** The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States and/or the respective Customer’s state. Any Manufacturer Terms that identify the jurisdiction in which a lawsuit may be brought, the law which shall apply to such lawsuit, or the requirements to pursue Alternative Dispute Resolution prior to such lawsuit are deemed to be deleted. All clauses in the Manufacturer Terms referencing equitable remedies are deemed to be deleted.
  - f. **Contractor Indemnities.** DLT shall not be required to indemnify Customer except as explicitly stated in the contract. Any such indemnification requirement shall vest control over the matter with the United States and shall give DLT or the Manufacturer the right to intervene in the proceeding at its own expense through counsel of its own choice.





- g. **Customer.** Customer is the “Ordering Activity”, defined as any entity authorized to use government sources of supply. An individual person shall not be the Licensee or Customer.
- h. **Customer Indemnities.** Customer shall not be required to indemnify DLT except as in accordance with federal statute that expressly permits such indemnification.
- i. **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer Terms, unless a Customer determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid order placed by Customer.
- j. **Force Majeure.** Clauses in the Manufacturer Terms referencing Force Majeure and unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- k. **Future Fees or Penalties.** All fees and charges are as explicitly set forth in the Customer’s order. Additional fees or penalties such as liquidated damages or license, maintenance or subscription reinstatement fees be incorporated into the contract only by bilateral written agreement of the parties. Any clauses imposing additional fees or penalties automatically in Manufacturer’s Terms are hereby deemed to be deleted.
- l. **Renewals.** All Manufacturer Terms clauses that violate the Anti-Deficiency Act or which permit automatic renewal are hereby deemed to be deleted.
- m. **Taxes.** Taxes are subject to applicable jurisdiction regulations, which provides that the contract price includes all federal, state, local taxes and duties.
- n. **Termination.** Clauses in the Manufacturer Terms referencing termination or cancellation are hereby deemed to be deleted. Both DLT and Customer’s termination rights shall be governed by Contract Dispute Acts of the jurisdiction in which the transaction occurs.
- o. **Third Party Terms.** No entity shall have privity of contract with the United States with respect to any third-party product or service, referenced in the Manufacture’s Terms unless expressly stated in Customer’s order. Absent agreement by Customer to the contrary, third parties shall have no rights or obligations with respect to such agreements vis-à-vis the United States.
- p. **Waiver of Jury Trial.** All clauses referencing waiver of jury trial in the Manufacturer Terms are hereby deemed to be deleted.

**Incorporation of Manufacturer Terms.** Attached hereto are the Manufacturer Terms. As part of this Rider, the following Terms are incorporated by reference and made a part of this Rider except as modified as set forth above.



## SOFTWARE END USER LICENSE AGREEMENT

PLEASE CAREFULLY READ THIS SOFTWARE END USER LICENSE AGREEMENT (“LICENSE AGREEMENT”) BEFORE EXECUTING THIS AGREEMENT AND USING THE SQRRL SOFTWARE (THE “SOFTWARE”) AND DOCUMENTATION (THE “DOCUMENTATION”) DELIVERED TO YOU BY SQRRL DATA, INC., A DELAWARE CORPORATION WITH A BUSINESS ADDRESS AT 125 CAMBRIDGE PARK DRIVE SUITE 401 CAMBRIDGE, MASSACHUSETTS 02140, USA (“LICENSOR”).

BY EXECUTING THIS AGREEMENT IN WRITING, YOU ARE STATING THAT (1) YOU HAVE READ THIS AGREEMENT, AGREE TO ALL OF ITS TERMS, AND CONSENT TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT, AND (2) THE SOFTWARE HAS BEEN DELIVERED TO YOU AND IS IN YOUR POSSESSION. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT EXECUTE THIS AGREEMENT. THE SOFTWARE IS DEEMED ACCEPTED BY YOU ON THE EARLIER OF SQRRL PROVIDING YOU WITH ACCESS TO THE SOFTWARE FOR DOWNLOADING OR DELIVERY OF THE SOFTWARE TO YOU.

IF YOU ARE ACCEPTING THIS LICENSE AGREEMENT ON BEHALF OF YOUR EMPLOYER OR ANOTHER ENTITY, YOU REPRESENT AND WARRANT THAT: (I) YOU HAVE FULL LEGAL AUTHORITY TO BIND YOUR EMPLOYER, OR THE APPLICABLE ENTITY, TO THE LICENSE AGREEMENT; (II) YOU HAVE READ AND UNDERSTAND THIS LICENSE AGREEMENT; AND (III) YOU AGREE, ON BEHALF OF THE PARTY THAT YOU REPRESENT, TO THIS LICENSE AGREEMENT.

ACCEPTANCE OF THIS LICENSE AGREEMENT IS REQUIRED AS A CONDITION TO PROCEEDING WITH ACCESS AND USE OF THE SOFTWARE AND DOCUMENTATION. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT OR IF YOU DO NOT HAVE THE LEGAL AUTHORITY TO BIND YOUR EMPLOYER OR THE APPLICABLE ENTITY, DO NOT EXECUTE THIS AGREEMENT.

YOUR EMPLOYER MAY HAVE ENTERED INTO A WRITTEN LICENSE AGREEMENT WITH LICENSOR WHICH GOVERNS THE USE OF THE SOFTWARE. SUCH WRITTEN AGREEMENT MAY GOVERN YOUR USE OF THE SOFTWARE AND TAKES PRECEDENCE OVER THIS LICENSE AGREEMENT. AS USED IN THIS LICENSE AGREEMENT, THE TERM “LICENSEE” MEANS YOU AND/OR YOUR EMPLOYER AS APPLICABLE.

IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS CONTAINED HEREIN, YOU AND LICENSOR HEREBY AGREE AS FOLLOWS:

### 1. Description

THIS LICENSE AGREEMENT GOVERNS LICENSEE’S USE OF THE SOFTWARE AND DOCUMENTATION.

### 2. License Grant

The Software and Documentation are licensed, not sold to Licensee and no ownership of any part of the Software and Documentation is hereby transferred to Licensee. Subject to (i) the terms and conditions of this License Agreement, (ii) any additional license restrictions and parameters contained on Licensor’s quotation or order form (“Order Form”), and (iii) payment by Licensee of the license fees specified on the Order Form, Licensor hereby grants Licensee a personal, non-assignable, non-transferable and non-exclusive license to install, access and use the Software (in object code form only) and Documentation for Licensee’s internal business purposes only. All rights relating to the Software and Documentation that are not expressly licensed in this License Agreement, whether now existing or which may hereafter come into existence are reserved for Licensor. Licensee shall not remove, obscure, or alter any proprietary rights notices (including without limitation copyright and trademark notices), which may be affixed to or contained within the Software or Documentation.

### 3. Maintenance and Support

Licensor will provide annual maintenance and support services (“Support”) to Licensee in accordance with Licensor’s then

current maintenance and support policy, the current version of which is attached as Appendix 1.

#### **4. Restrictions**

Licensee will not, directly or indirectly, (a) copy the Software or Documentation in any manner or for any purpose; (b) install, access or use any component of the Software or Documentation for any purpose not expressly granted in Section 2 above; (c) resell, distribute, publicly display or publicly perform the Software or Documentation or any component thereof, by transfer, lease, loan or any other means, or make it available for use by others in any time-sharing, service bureau or similar arrangement; (d) disassemble, decrypt, extract, reverse engineer or reverse compile the Software, or otherwise attempt to discover the source code, confidential algorithms or techniques incorporated in the Software; (e) export the Software or Documentation in violation of any applicable laws or regulations; (f) modify, translate, adapt, or create derivative works from the Software or Documentation; (g) circumvent, disable or otherwise interfere with security-related features of the Software or Documentation; (h) use the Software or Documentation for any illegal purpose, in any manner that is inconsistent with the terms of this License Agreement, or to engage in illegal activity; (i) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels on, or embedded in, the Software or Documentation; or (j) provide access to the Software or Documentation to third parties. The Software includes certain third party software, including the open source software listed in Licensor's Open Source Components Reference Document ("Open Source Software"). Notwithstanding anything in this Agreement, Licensee's use of any Open Source Software may be governed by the open source license that covers such Open Source Software to the extent they are provided in writing to GSA for review.

#### **5. Term**

- a. Unless earlier terminated by Licensor in accordance with the terms of this License Agreement, this License Agreement shall be effective for the license term set forth in the Order Form. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Sqrrl shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
- b. Upon termination, Licensee shall cease all use of the Software and Documentation. All provisions of Sections 4, 5b, 7b, 8, 9, 10 and 11, and any outstanding payment obligations of Licensee, shall survive termination of this License Agreement.

#### **6. Fees and Payment Terms**

License and Support fees are specified on the Order Form. Unless otherwise set forth on the Order Form, all fees will be invoiced upon the Effective Date of the Order Form. Payment terms are net thirty (30) days from the date of invoice. Licensor shall state separately on invoices taxes excluded from the fees, and the Licensee agrees either to pay the amount of the taxes (based on the fees for software and services set forth on the invoice) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

#### **7. Limited Warranty and Disclaimer**

- a. Licensor warrants that for a period of ninety (90) days from the date of delivery of the Software to Licensee, the Software under normal use will conform in all material respects to the specifications contained in the Documentation. Licensee must notify Licensor in writing within the warranty period of its claim of any such nonconformity. If the Software is found to be non-conforming by Licensor, Licensor's sole obligation, and Licensee's sole right, under this warranty is for Licensor to remedy such non-conformity in a manner consistent with Licensor's regular business practices as determined by Licensor in its sole discretion, including without limitation replacing the Software or providing a fix or patch.
- b. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7A OF THIS LICENSE AGREEMENT, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND LICENSOR MAKES NO AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT OF THIRD PARTIES' INTELLECTUAL

PROPERTY RIGHTS OR OTHER PROPRIETARY RIGHTS. NEITHER THIS LICENSE AGREEMENT NOR ANY DOCUMENTATION FURNISHED UNDER IT IS INTENDED TO EXPRESS OR IMPLY ANY WARRANTY THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE.

**8. Limitation of Liability**

- a. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY LOST PROFITS, REVENUE OR DATA, OR OTHER INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ARISING OUT OF OR RELATED TO THE SOFTWARE OR DOCUMENTATION OR THE USE THEREOF. FURTHER, NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL LICENSOR'S TOTAL LIABILITY TO LICENSEE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE GREATER OF \$500 AND THE FEES PAID BY LICENSEE FOR THE SOFTWARE. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY, EVEN IF LICENSOR HAS BEEN ADVISED, OR IS OTHERWISE AWARE, OF THE POSSIBILITY OF DAMAGES IN EXCESS OF SUCH LIMITATIONS AND EVEN IF THE WARRANTY REMEDY OF SECTION 7 FAILS OF ITS ESSENTIAL PURPOSE. LICENSEE AND LICENSOR AGREE THAT THE DISCLAIMERS OF SECTION 7 AND THE LIMITATION OF LIABILITY OF THIS SECTION 8 ARE REASONABLE.
- b. SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS OF SECTIONS 7 AND 8 MAY NOT APPLY TO LICENSEE. IN SUCH STATES, THE LIABILITY OF LICENSOR SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.
- c. The foregoing limitation of liability shall not apply (1) to personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

**9. Confidentiality; Security**

The Software and Documentation (collectively, "Confidential Information") constitute Licensor's proprietary and confidential information, whether or not it is identified in writing as "Confidential." Licensee will not (i) use any such Confidential Information in any way, for its own account or the account of any third party, except as expressly permitted under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees who are required to have access to the Confidential Information in connection with the performance of this Agreement, provided, that such employees are bound by written confidentiality obligations consistent with the terms and conditions of this Section 9. Licensee will not allow any unauthorized person access the Confidential Information, and Licensee will take all action reasonably necessary to protect the confidentiality of such Confidential Information, including implementing and enforcing procedures to minimize the possibility of unauthorized access, use or copying of such Confidential Information. In the event that Licensee is required by law to make any disclosure of any of the Confidential Information, by subpoena, judicial or administrative order or otherwise, Licensee will first give written notice of such requirement to Licensor, and will permit Licensor to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to Licensor in seeking to obtain such protection. Information will not be deemed Confidential Information hereunder to the extent that Licensee can demonstrate that such information: (a) is known to Licensee prior to receipt from Licensor directly or indirectly from a source other than one having an obligation of confidentiality to Licensor; (b) becomes known (independently of disclosure by Licensor) to Licensee directly or indirectly from a source other than one having an obligation of confidentiality to Licensor; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by Licensee. Licensor recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

**10. Audit Rights; Remote Diagnostics**

In the event the use of the Software exceeds that licensed by Licensee, as set forth in the Order Form, Licensee agrees to

immediately notify Licensor in writing and Licensor shall invoice Licensee for the appropriate GSA Schedule Contract or Purchase Order fee associated with such additional usage. Licensor may, upon thirty (30) days advance notice and at its expense, conduct an annual audit, during Licensee's normal business hours, of Licensee's use of the Software to verify compliance with this Agreement, subject to applicable Government security requirements.

Licensee agrees that the Software may transmit to Licensor technical and related information about Licensee's use of the Software which may include, without limitation, system performance, capacity usage, hardware faults, internet protocol address, hardware identification, operating system, application software, peripheral hardware, and other non-personally identifiable Software usage statistics to trouble shoot the Software, facilitate the provisioning of updates, support, invoicing or online services, and to enhance, improve, and develop current and future Licensor products and services. Such transmission may be on a daily or other periodic basis, or upon a failure or crash of the Software. Licensee also agrees that Licensor may transfer such information to other companies in the Licensee group of companies from time to time.

## **11. Miscellaneous**

- a. If any term or condition of this License Agreement is deemed to be illegal or unenforceable under any rule of law, all other terms shall remain in force. Further, such provision will be reformed only to the extent necessary to make it enforceable and the term or condition which is held to be illegal or unenforceable shall remain in effect as far as possible in accordance with the intention of the parties.
- b. Nothing in this License Agreement shall be construed to place the parties hereto in an agency, employment, franchise, joint venture, or partnership relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained shall give rise or is intended to give rise to any rights of any kind to any third parties. Neither party will represent to the contrary, either expressly, implicitly or otherwise.
- c. All disputes, claims or controversies arising out of this License Agreement, or the negotiation, validity or performance of this License Agreement, or the transactions contemplated hereby shall be governed by the Federal laws of the United States, without regard to its rules of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded and shall not apply.
- d. Licensee may not assign this License Agreement without the prior written consent of Licensor. Any purported assignment in contravention of this section is null and void. A transfer of a controlling interest in the equity of Licensee shall be deemed an assignment for purposes of this subsection. Subject to the foregoing, this License Agreement will bind and inure to the benefit of any successors or assigns.
- e. Licensee acknowledges that portions of the Software may be subject to US export control laws, including the US Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Licensee agrees to comply strictly with all such laws and regulations.
- f. The Software, other than the Open Source Software, was developed at private expense and consists of "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in Section 12.212 of the Federal Acquisition Regulation.
- g. This License Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist and Purchase Order(s), constitutes the entire agreement between the parties regarding the subject matter hereof, and it supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments or quotations. This License Agreement may not be modified or waived, in whole or part, except in writing and signed by an officer or duly authorized representative of both parties. Failure or delay by either party to enforce any provision of this License Agreement will not be deemed a waiver of future enforcement of that or any other provision.
- h. Any notice of communication from one party to the other will be in writing and either personally delivered or emailed with confirmation of receipt or sent via certified mail, postage prepaid and return receipt requested, addressed to Licensor at the address identified in the introductory paragraph of this Agreement and to Licensee at the address on the Order Form, or such other address as either party may from time to

time designate in writing to the other party.

Appendix 1

SQRRL SUPPORT POLICY

This Attachment relates to and is incorporated into the Sqrrl Software End User License Agreement (the “Agreement”) between Sqrrl and the Licensee. Capitalized terms not specifically defined below have the same meaning as in the Agreement.

**1. Definitions**

Section 1, Definitions, of the Agreement is modified to include the following:

- “Bug(s)” means a reproducible malfunction of the Software reported to Sqrrl by Licensee that prevents the Software from performing in accordance with the operating specifications described in the then current documentation. The Priority level of any service request is as designated by Licensee.
- “Escalation Procedures” means those procedures as set forth in Section 2.5 below followed by Sqrrl and levels of resources allocated by Sqrrl to address Licensee’s Bug reports.
- “Maintenance Releases” means a change in the version number of the Software indicated by a change in the third digit of a version number, i.e. from 5.0.1 to 5.0.2. Maintenance Releases are provided as needed in response to Licensee inquiry.
- “Minor Functional Release” means a change in the version number of the Software indicated by a change in the second digit, i.e. from 4.0.0 to 4.1.0.
- “Major Functional Release” means a change in the version number of the Software indicated by a change in the first digit of a version number, i.e. from 4.0.0 to 5.0.0.
- “Updates” mean collectively Maintenance Releases, Minor Functional and Major Functional Releases.

Priority Levels

Each trouble ticket will be assigned a severity level. The levels of priority for support incidents are defined below:

<b>Severity Levels</b>	<b>Description</b>
<b>Severity 1 (Critical)</b>	Critical impact to the overall business system in a production environment. All or most of the production systems are down. All message traffic for production services is failing. This is an emergency situation without any workaround and requires an immediate solution.
<b>Severity 2 (High)</b>	Significant impact to the overall business system in a production environment. Sqrrl software is usable but the functionality is severely effected. The system is unstable. There is limited functionality, but some workaround is available. The issue is effecting a release on path-to-live for customer’s business system.
<b>Severity 3 (Medium)</b>	Some business impact. Issues reported in a development environment. Sqrrl software is usable with limited functionality. All critical operations are working. A workaround is available for the impaired functionality.



<b>Severity 4 (Low)</b>	Minimal business impact. There are workarounds available. There is a minor problem or error(s) in Sqrrl documentation, or there is a desired change in the Software that can be easily circumvented or avoided. This includes both feature enhancement requests and documentation requests.
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## 2. Technical Support Services

Sqrrl will provide the following: technical support services:

<b>Service</b>	<b>Platinum Support Subscription</b>	<b>Standard Support Subscription</b>
<b>Support</b>	24 hours / 7 days / 365 days Off-hour support for Severity 1 (Critical) & Severity 2 (High) issues	9 am – 6 pm EST Monday - Friday
<b>Number of Support Incidents</b>	Unlimited	Unlimited
<b>Number of Support Contacts</b>	Unlimited	Unlimited
<b>Subscription Term</b>	12 months	12 months
<b>Phone Support</b>	Yes	Yes
<b>Email Support</b>	Yes	Yes
<b>Remote Troubleshooting via web tools</b>	Yes	Yes
<b>Severity 1&amp;2 Initial Response Time SLA</b>	1 hour	4 hours (9am-6pm EST) M-F
<b>Severity 3&amp;4 Initial Response Time SLA</b>	4 hours (9am-6pm) M-F	4 hours (9am-6pm EST) M-F
<b>Support Coverage</b>	All environments – Proof-of-concept, Development, Staging and Production	Proof-of-concept, Development, Staging and other Test environments
<b>Upgrades and Patches</b>	Yes	Yes
<b>Emergency Bug Fix</b>	Yes	No

- 2.1 Software Updates. Sqrrl will notify Licensee of the availability of Updates via email or other mutually agreeable methods. Sqrrl will make available to Licensee each Minor Functional Release and Major Functional Release of the Software. Maintenance Releases are made available upon Licensee request. These releases are made commercially available without additional charge to its customers and are intended to replace a prior Software release. Sqrrl may, at its discretion, make interim fixes, patches, or other temporary fixes available to Licensee. Any Updates provided to Licensee will be deemed “Software” under the Agreement. Sqrrl will not provide new products with separate part numbers that are sold separately to existing customers via the product support agreement.
- 2.2 Bug Fixes. Sqrrl will exercise commercially reasonable efforts to correct any Bugs, including but not limited to Escalation Procedures as defined herein. Any Bug Fixes provided to Licensee will be deemed “Software” under the Agreement.
- 2.3 Service Level Objectives. After Licensee has identified an alleged Bug and the associated Priority Level, Sqrrl will:
- (i) Exercise its commercially reasonable efforts in responding to Licensee’s request for technical support and assign technical support resources in accordance with the response times shown in the tables below;
  - (ii) Maintain telephone contact providing progress reports in accordance with the response times show in the table below; thereafter, Sqrrl will maintain contact with Licensee as appropriate pursuant to the mutually agreed upon requirements.

Case Priority	Update Status
1	Once per business day or as requested by Licensee
2	Once per business day
3	Weekly
4	Upon resolution

2.4 Escalation Procedures

The following table depicts the individual within the Sqrrl organization that is responsible for addressing tickets once they are logged into the system.

Time Since Ticket Initially Logged	Low/Medium Tickets	High Tickets	Critical Tickets
1 Hour	N/A	Technical Account Manager (Platinum only)	Technical Account Manager (Platinum only)
4 Hours	Technical Account Manager	Support Manager	Director, Support Services

8 Hours	Support Manager	Director, Support Services	Director, Engineering
12 Hours	Director, Support Services	Director, Engineering	CEO

Sqrrl will utilize the following process to resolve Bugs:

- Step 1:** Licensee identifies the Priority Level for its technical support request and contacts Sqrrl via email or phone;
- Step 2:** Sqrrl logs the Technical Support Request into its ticket tracking system;
- Step 3:** Sqrrl logs the Bugs into its product quality tracking system;
- Step 4:** Sqrrl begins resolution efforts on the Bug based on the Case Priority. Resolution efforts will consist of appropriate personnel in Sqrrl’s Quality Assurance (“QA”) and Product Development (“PD”) departments conducting commercially reasonable efforts to:
- Evaluate workaround options;
  - Understand complexity of a Bug fix;
  - Determine and allocate necessary resources; and
  - Confirm plan of action.

**3. Additional Support Terms Applicable to Maintenance and Support**

Sqrrl will be under no obligation to provide technical support due to any alterations or modifications to the Software not made by Sqrrl or for Software for which Licensee cannot provide a sufficient proof of a valid license. Unless otherwise agreed by Sqrrl, Sqrrl only provides Support for the version of the Software that is provided under this Agreement.