

ATTACHMENT A

D2IQ END USER LICENSE AND SUPPORT AGREEMENT — FOR GSA MULTIPLE AWARD SCHEDULE CONTRACTS ONLY

This D2IQ MASTER LICENSE AND SUPPORT AGREEMENT — FOR GSA MULTIPLE AWARD SCHEDULE CONTRACTS ONLY (this “Agreement”) governs your use of the following software and services offered by a GSA multiple award schedule contractor (“GSA Multiple Award Schedule Contractor”) acting on behalf of, and approved by, D2iQ, Inc. (“D2iQ”): Licensed Software, and Support Services (all as defined in Section 1 of this Agreement). Specific business terms associated with your subscription to the Licensed Software and Support Services will be set forth in an ordering document that references this Agreement (“Order Form”). All Order Forms shall be either (i) executed by you and D2iQ, or (ii) executed by the end user and a D2iQ-approved reseller (as applicable). This Agreement is a legally binding contract between the entity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document accepting it (“you” or “your” or “Ordering Activity” or “Customer”) and the GSA Multiple Award Schedule Contractor acting on behalf of and approved by D2iQ. This Agreement is limited for end users licensing through purchases listed on GSA Multiple Award Schedule Contracts; all other end users are subject to D2iQ’s standard licensing terms.

1. Definitions.
 - a. “Agent Core” means a Core that runs tasks based on instructions received from a Master Core.
 - b. “Cluster” means any Kubernetes cluster, whether a D2iQ Kubernetes Konvoy cluster or third-party cluster, which is connected to D2iQ Software Edition identified in the Order Form. For the purposes of counting Clusters, each Cluster that is connected via a Kubernetes API server is counted as one (1) cluster.
 - c. “Core” means all CPU cores on the physical or virtual processor-cores where the Licensed Software identified in the Order Form is installed and/or running. For the purposes of counting the number of Core(s) which require licensing, each multicore CPU chip with physical “n” processor cores shall be counted as “n” Cores.
 - d. “D2iQ Software Edition” means the particular D2iQ-approved combination of Licensed Software and third-party software components (i.e., the Licensed Software and the Open Source Stack or other third-party software components or open source software) for which D2iQ provides Support Services hereunder, as identified on the Order Form, including any software, software updates, revisions, error corrections, and enhancements to the foregoing which are provided to Customer by D2iQ pursuant to the Support Services provided hereunder.
 - e. “License Metric” means a unit of measurement, such as a Core or a Node, limiting the installation or use of the Licensed Software, as noted in the applicable Order Form.
 - f. “Licensed Software” means the proprietary closed-source D2iQ software components identified in a Licensed Software Order Form, including any software updates, revisions, error corrections, and enhancements to the foregoing which are provided to Ordering Activity by D2iQ pursuant to the Support Services provided hereunder.
 - g. “Master Core” means a Core that is responsible for running three (3) processes (kube-apiserver, kube-controller-manager, and kube-scheduler) in order to manage Agent Cores within a Cluster.
 - h. “Open Source Stack” means the D2iQ open source software and third-party open source software (i) which are listed under the Open Source Stack heading on an applicable Order Form and (ii) for which D2iQ offers Support Services.
 - i. “Node” means a single server (either physical or virtual) that is owned, operated or controlled by Ordering Activity operating the Licensed Software or Open Source Stack (as applicable) whether or not in a Production Environment.
 - j. “Production Environment” means any live or production use of the Licensed Software (whether internal or external), including, without limitation, beta tests and limited releases of production applications for testing purposes.
 - k. “Support Services” means the Support Level listed in an Order Form, as described in D2iQ’s standard Support and Maintenance Terms attached as Exhibit A.
2. Order Forms. Any purchase order issued by Ordering Activity with regard to the Licensed Software must reference this Agreement.
3. Support & Services. During the Term, D2iQ will use reasonable commercial efforts to provide the support and maintenance services in accordance with the Support Services indicated on the applicable Order Form for the Open Source Stack and, if applicable, the Licensed Software. If and as indicated on an applicable Order Form, D2iQ will use reasonable commercial efforts to provide certain services as set forth in as described in such Order Form.
4. Open Source. Ordering Activity acknowledges that the components of the Open Source Stack are, and elements of the Licensed Software may be, provided pursuant to various open source licenses (as may be identified to Ordering Activity by D2iQ from time to time) (together, “Third Party Software”), and Ordering Activity’s use of such components shall be governed solely by (and nothing herein shall limit any of Ordering Activity’s rights under) the applicable open source licenses.
5. Grant of License. For each Licensed Software Order Form that has been issued by Ordering Activity, subject to Ordering Activity’s compliance with all of the terms and conditions of the Agreement (including, without limitation, any limitations or restrictions set forth on the Licensed Software Order Form, payment of all fees, and any applicable use limitations), D2iQ grants Ordering Activity a personal, nonsublicensable, nonexclusive right during the Order Form Term to use the Licensed Software in object code form only in accordance with D2iQ’s applicable Documentation. Ordering Activity may only use the Licensed Software to manage the maximum aggregate number of the applicable License Metric units set forth on the Licensed Software Order Form; provided that Ordering Activity may not use more than one instance of the Licensed Software on any License Metric unit.
6. Ownership; Restrictions. Ordering Activity agrees and acknowledges that, as between the parties, D2iQ and its licensors are the owners of all right, title and interest in and to the Licensed Software, any documentation therefor (“Documentation”) and all intellectual property rights therein, and that Ordering Activity shall not obtain or claim any ownership interest in the foregoing. Ordering Activity agrees and acknowledges that the Licensed Software and Documentation contain the valuable trade secrets and proprietary information of D2iQ and its licensors which have been developed at great expense. Ordering Activity shall not obscure, alter or remove any patent, copyright, trademark or service mark, marking or legend contained on or in any Licensed Software or Documentation. In addition, Ordering Activity will not (and will not allow any third party to) (i) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any Licensed Software, (ii) sell, assign, distribute, provide, lease, lend, disclose, use for timesharing or service bureau purposes, or otherwise use or allow others to use for the benefit of any third party, any Licensed Software (except as expressly and specifically authorized by D2iQ), (iii) possess or use any Licensed Software, or allow the transfer, transmission, export, or reexport of any Licensed Software or portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, U.S. Treasury Department’s Office of Foreign

Assets Control, or any other government agency, (iv) disclose to any third party any benchmarking or comparative study involving any Licensed Software, or (v) modify, adapt, translate or create derivative works based on any Licensed Software. Prior to disposing of any media or apparatus containing any part of the Licensed Software, Ordering Activity shall completely destroy any Licensed Software contained therein. All the limitations and restrictions on Licensed Software in this Agreement also apply to Documentation. ORDERING ACTIVITY ACKNOWLEDGES THAT THE LICENSED SOFTWARE MAY INCLUDE FEATURES TO PREVENT USE AFTER THE APPLICABLE LICENSE PERIOD. D2iQ, or third parties, may make available third-party products or services. Any acquisition by of such non-D2iQ products or services, and any exchange of data between Customer and any non-D2iQ provider, is solely between Customer and the applicable non-D2iQ provider. D2iQ does not warrant or support non-D2iQ products or services, whether they are designated by D2iQ as "certified" or otherwise, except as specified in an Order Form.

7. Reserved.
8. Reserved.
9. Reserved.
10. Feedback. Ordering Activity may, though has no obligation to, provide D2iQ with feedback with respect to Ordering Activity's use of the Licensed Software or Open Source Stack (e.g., feedback related to usability, performance, interactivity, bug reports and test results of the Licensed Software or Open Source Stack) ("Feedback"). If it does, Ordering Activity hereby grants D2iQ a nonexclusive, worldwide, perpetual, royalty free, fully paid-up license to freely use and make available the Feedback for any purpose.
11. Usage Review; Audit. D2iQ reserves the right to audit Ordering Activity's use of the Licensed Software and Ordering Activity's compliance with this Agreement, including any License Metric restrictions or support limitations in an applicable Order Form upon five (5) days' notice, but no more frequently than once every twelve (12) months (and Ordering Activity will provide reasonable information, access, and assistance in connection with any such audit, subject to applicable Government security requirements). In the event that D2iQ finds that Ordering Activity is not in compliance with License Metric or other restrictions in an applicable Order Form, or otherwise not using the Licensed Software in accordance with the terms and conditions of this Agreement, then, D2iQ shall invoice Ordering Activity for any additional fees attributable such use at the applicable GSA list price. Provided it does not identify Ordering Activity, D2iQ will be free to use for development, diagnostic and corrective purposes any data and information it so collects relating to diagnosis, problems, systems, performance, use or functionality, and may allow others to do so.
12. Indemnification. Subject to 28 U.S.C. § 516, D2iQ shall defend and indemnify Ordering Activity from liability to third parties (including reasonable attorneys' fees) resulting from the Licensed Software infringing any United States patent, copyright or trademark, or misappropriating any trade secret, provided D2iQ is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume control over defense and settlement to the extent permitted under 28 U.S.C. 516; D2iQ will not be responsible for any settlement it does not approve. D2iQ's obligations under this Section 12 shall not apply with respect to any infringement arising from: (i) Third Party Software or third party open source software; (ii) any method or process in which the Licensed Software may be used; (iii) any compliance with Ordering Activity's designs or specifications; (iv) use of other than the current unaltered release of the Licensed Software; (v) the combination, operation or use of the Licensed Software with the Open Source Stack or any software, data or hardware that is not provided by D2iQ; (vi) any modifications to the Licensed Software that are not made by D2iQ; (vii) Ordering Activity continuing allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (viii) Ordering Activity's using such Licensed Software in a manner that is not strictly in accordance herewith. This Section 12 sets forth D2iQ's liability (and Ordering Activity's remedy) for any claim of infringement or intellectual property rights.
13. Disclaimer. D2iQ warrants that the software product will, for a period of 60 days from the date of your receipt, perform substantially in accordance with the software product's written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, D2iQ DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE, OPEN SOURCE STACK, SUPPORT SERVICES, AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, D2iQ SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE FUNCTIONS CONTAINED IN THE LICENSED SOFTWARE OR OPEN SOURCE STACK WILL MEET ORDERING ACTIVITY'S REQUIREMENTS OR WILL OPERATE IN COMBINATIONS OR IN A MANNER SELECTED FOR USE BY ORDERING ACTIVITY, OR THAT THE OPERATION OF THE LICENSED SOFTWARE OR OPEN SOURCE STACK WILL BE UNINTERRUPTED OR ERROR FREE. The foregoing limitation of liability shall not apply to (1) 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.
14. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, AND EXCEPT FOR BODILY INJURY, NEITHER D2iQ NOR ANY OF ITS LICENSORS ARE LIABLE OR OBLIGATED WITH RESPECT TO THE SUBJECT MATTER HEREOF OR UNDER ANY CONTRACT, STRICT LIABILITY, OR OTHER LEGAL, OR EQUITABLE, THEORY (I) FOR ANY DAMAGES IN AMOUNTS IN EXCESS, IN THE AGGREGATE, OF THE FEES PAID TO IT HEREUNDER WITH RESPECT TO THE APPLICABLE LICENSED SOFTWARE; (II) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES, OR RIGHTS; (III) FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; (IV) FOR INTERRUPTION OF, USE, OR LOSS OR CORRUPTION OF DATA; OR (V) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL. THE LICENSED SOFTWARE IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE WHERE THE FAILURE OF THE LICENSED SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SIGNIFICANT PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). USE OF THE LICENSED SOFTWARE IN HIGH RISK ACTIVITIES IS NOT AUTHORIZED. THE PARTIES AGREE THAT THIS SECTION REPRESENTS A REASONABLE ALLOCATION OF RISK AND THAT D2iQ WOULD NOT PROCEED IN THE ABSENCE OF SUCH ALLOCATION. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) 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.
15. Miscellaneous. Neither this Agreement nor any rights, obligations, or licenses granted hereunder may be assigned or delegated by either party without the prior written consent of the other party. Customer acknowledges and agrees that (i) D2iQ may use Customer's name to identify Customer as a customer of D2iQ on its website and in case studies, press releases, and other advertising, marketing, and

promotional materials to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71 and with the prior written consent of the Customer, any such statements will conform with the trademark use guidelines provided by Customer to D2iQ. The provisions hereof are for the benefit of the parties only and not for any other person or entity. For all purposes hereof and in the performance of its obligations under this Agreement, D2iQ is and remains an independent contractor and nothing in this Agreement is deemed, or construed, to create an employment relationship between Customer and any employee, agent, or independent contractor of D2iQ. Neither party has any authority to, nor will a party attempt to, insure any obligations on behalf of the other party or to make any promise, representation, or contract of any nature on behalf of the other party. Any notice, report, approval, authorization, agreement or consent required, or permitted, hereunder will be in writing; notices will be sent to the addresses set forth herein, or to any updated address that a party may provide by written notice. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any partial exercise of any right, or power hereunder, preclude further exercise. If any provision is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision is limited or eliminated to the minimum extent necessary so that this Agreement otherwise remains in full force and effect and enforceable. This Agreement is deemed to have been made in, and construed pursuant to the Federal laws of the United States, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. This Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter hereof and any waivers or amendments are effective only if made in writing; however, any pre-printed or standard terms of any purchase order, confirmation, or similar form, even if signed by the parties after the effectiveness hereof, have no force or effect. The substantially prevailing party in any action to enforce this agreement will be entitled to recover its attorney's fees and costs in connection with such action. The Licensed Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101. Any use, modification, derivative, reproduction, release, performance, display, disclosure, or distribution of the Licensed Software by any government entity is prohibited, except as expressly permitted by the terms hereunder. Additionally, any use by U.S. government entities must be in accordance with 48 C.F.R. 12.212. Contractor/manufacturer is D2iQ, Inc. with offices at 225 Bush Street, Suite 700, San Francisco, CA 94104.

**EXHIBIT A
D2IQ SUPPORT AND MAINTENANCE TERMS**

“Business Day” means Monday through Friday (Pacific Time), excluding holidays observed by D2iQ. “Business Hours” means 9:00 a.m. to 5:00 p.m. (Pacific Time) on Business Days.

“Secondary Support” consists solely of commercially reasonable assistance in error isolation and diagnosis.

“Support Contact” means a single named individual that is authorized to contact D2iQ to make use of the Support Services. “Supported Cluster” means clusters running Licensed Software subject to this Agreement.

“Supported Software” means the Licensed Software and the D2iQ Open Source Stack. “Incident” means a single question or issue posed by a Support Contact using the Support Services.

Scope of Support Services

Support Contact(s) may contact D2iQ technical support by opening a case via email to request information regarding the use, configuration or operation of the Supported Software running on any Supported Cluster.

The scope of the Support Services provided to Ordering Activity include questions pertaining to:

Operational support for a Supported Cluster running the Supported Software, including:

- Best practices for operating the Supported Cluster.
- Identifying, diagnosing and fixing errors in Supported Software.
- Tools and techniques for monitoring a Supported Cluster.
- Preventing and recovering from failures and troubleshooting.

Problem diagnosis and resolution, including:

- Problem isolation and diagnosis of errors in the Supported Software
- Patches and workarounds to fix bugs in the Supported Software

Support Contacts

Ordering Activity will ensure that its personnel who contact D2iQ are: (a) knowledgeable about the operation of the Supported Software and the hardware on which the Supported Software is installed; and (b) qualified and trained with respect to the Supported Software. Ordering Activity may designate the number of Support Contacts permitted under its subscription level, to serve as liaison(s) with D2iQ. Ordering Activity’s designated Support Contacts are the sole liaisons between Ordering Activity and D2iQ for technical support of Supported Software. To avoid interruptions in support services, you must notify D2iQ whenever technical contact responsibilities are transferred to another individual. Support Channels All support requests must be submitted as follows:

- Sending an email to support@D2iQ.io a Support Contact’s registered email addresses. Support Services Offerings.

The Support Services which are described below in this Support Services Policy (“Support Levels”), and are subject to the specific terms and conditions set forth therein regarding hours of operation, response times, methods of support and other matters for the Support Level. The Support Services will be provided in accordance with the applicable Support Level that has been selected and purchased by Ordering Activity. D2iQ shall use commercially reasonable efforts to meet the applicable targeted response times set forth below. Ordering Activity acknowledges that the time required for resolution of issues may vary depending on the specific circumstances of each problem, including, without limitation, the nature of the incident/problem, the extent and accuracy of information available about the incident/problem, and the level of Ordering Activity’s cooperation and responsiveness in providing materials, information, access and support reasonably required by D2iQ to achieve problem resolution. D2iQ addresses problem resolutions through a number of mechanisms.

Support Level

Premium Level

Times: 24 x 7 x 365
Maximum number of Support Contacts: 4 Emergency Patches: yes
Annual Incidents: unlimited

Severity	Target Response
Level 1	1 Hour
Level 2	4 Hours
Level 3	1 Business Day

For Level 1 Severity Incidents, Ordering Activity and D2iQ each agree to:

- Assign an incident commander and to communicate that assignment and contact information
- At the request of either party, establish private chat room in which any number of team members from either party may participate in resolving the incident

Standard Level

Times: 9AM–5PM Pacific Time Maximum number of Support Contacts: 2 Emergency Patches: no Annual Incidents:

- Level 1 & 2: 10
- Level 3: Unlimited

Severity	Target Response
Level 1	1 Business Day

Level 2	2 Business Days
Level 3	Reasonable efforts

Severity Level Definitions.

Level 1

A Level 1 issue is a major production error within the Supported Software that severely impacts the Ordering Activity's use of the Supported Software for production purposes, such as the loss of production data or where production systems are not functioning and no work-around exists. D2iQ will use continuous efforts during all hours to provide a resolution for any Level 1 errors as soon as is commercially reasonable.

Level 2

A Level 2 issue is an error within the Supported Software where the Ordering Activity's system is functioning for production purposes but in a reduced capacity, such as a problem that is causing significant impact to portions of the Ordering Activity's business operations and productivity, or where the Supported Software is exposed to potential loss or interruption of service. D2iQ will use reasonable efforts during its normal hours of operation to provide a resolution for any Level 2 errors.

Level 3

A Level 3 issue is a medium-to-low impact error that involves partial and/or non-critical loss of functionality for production purposes or development purposes, such as a problem that impairs some operations but allows the Ordering Activity's operations to continue to function. Errors for which there is limited or no loss or functionality or impact to the Ordering Activity's operation and for which there is an easy work-around qualify as Level 3.

D2iQ will use reasonable efforts to provide a resolution for any Level 3 error in time for an upcoming release of Supported Software. All inbound email cases shall have an initial status of Level 3.

Ordering Activity Obligations

Ordering Activity must provide a functional Ordering Activity Project/Application description to clearly define the Ordering Activity Project/Application D2iQ will be supporting. Ordering Activity is responsible for ensuring that its personnel that interact with D2iQ have sufficient language and technical skills, and respond to and cooperate with D2iQ in a timely manner in connection to requests for Support Services. Using good faith and reasonable judgment, Ordering Activity will assign an initial Severity Level to each report prior to reporting it to D2iQ, and D2iQ will assign a unique tracking number to each report as it is reported. Using good faith and reasonable judgment, D2iQ may change the Severity Level of a report.

As a precondition for requesting Support Services from D2iQ, Ordering Activity agrees to (and to cause each of its developers to) use reasonable efforts to: (i) attempt to solve the problem and to utilize sufficient resources to clearly understand that a problem exists before consulting D2iQ; (ii) provide D2iQ with sufficient information and technical data in order for D2iQ to establish that a potential problem is not the kind of problem that is an exclusion from the Support Services; (iii) make reasonable attempts and expend reasonable resources to provide any data reasonably requested by D2iQ to adequately address the potential problem; (iv) utilize sufficient resources to understand the instructions from D2iQ in addressing the problem, and make reasonable attempts to correct the problem as suggested by D2iQ. In addition, Ordering Activity agrees and acknowledges that the extent of access and the accuracy of information and technical data provided may affect D2iQ's ability to provide the Support Services.

Support Service Exclusions.

D2iQ will have no obligation to provide Support Services to Ordering Activity in the event that (a) following delivery by D2iQ, the Supported Software has been changed, modified or damaged by Ordering Activity or anyone other than D2iQ, (b) the problem is caused by Ordering Activity's negligence, misconduct, or misuse of the Supported Software, a hardware malfunction, or other causes beyond the reasonable control of D2iQ, (c) the problem is due to third party software that is not Supported Software, (d) Ordering Activity has not installed or implemented any Supported Software releases made generally available or is running a Version of the Supported Software that is no longer supported (per the terms below), or (e) Ordering Activity's use of the Supported Software is not in compliance with the Agreement (including without limitation any License Metric or Ordering Activity Project/Application restrictions). The Support Services do not cover the support of any third party software which integrates with the Supported Software. In addition, the Support Services do not include the following: (i) use of any version of any Supported Software that is not designated as a production release (such as a milestone or release candidate or code contained in the sandbox or any other repository that is not packaged into a production release distribution); (ii) Ordering Activity's failure to comply with operating instructions contained in the documentation (including, without limitation, any failure by Ordering Activity to use up-to-date versions of any third party components or other dependencies as specified by D2iQ in writing); (iii) installation, configuration, management and operation of Ordering Activity's applications; (iv) APIs, interfaces or data formats other than those included with the Supported Software; (v) custom development services; or (vi) any training.

Version Support.

D2iQ will provide Support Services for past versions of the Supported Software as follows:

A three-place numbering scheme is used to designate released versions of the Supported Software. The format is R.V.M, where 'R' indicates the Release level, 'V' indicates the Version level, and 'M' indicates the Maintenance Fix level. An example would be version 1.1.3. Often in referring to general Licensed Software versions and releases, the maintenance level is omitted. For example, both 1.1.3 and 1.1.4 may sometimes be referred to as Version 1.1.b. Support Services shall only be provided for the current Version of the Supported Software, as well as the two prior Versions, provided that, except as may be waived by Ordering Activity, each Version will be supported for no less than the shorter of (i) three (3) months from the date the Version is initially released, and (ii) the date that Ordering Activity ceases using such Version in a Production Environment. Support for each Version is supplied via Maintenance Fixes. Ordering Activity Support will direct Ordering Activities to existing fixes/patches and workarounds applicable to the reported case. Ordering Activity Support may direct Ordering Activities to upgrade to a more current Release / Version / Maintenance Fix of the Supported Software.

THESE TERMS AND CONDITIONS DO NOT CONSTITUTE A PRODUCT WARRANTY. THIS EXHIBIT A IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT.