<div align="center">

MASTER TERMS AND CONDITIONS
THE OPEN GROUP, L.L.C.

PART I: MASTER SOFTWARE LICENSE TERMS AND CONDITIONS

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If Licensee has agreed to accept the Master Software License Terms and Conditions by indicating so on the Master Software License and Support Agreement, the following terms and conditions shall apply:

1. **Definitions**

As used in these Master Software License Terms and Conditions, the following terms shall have the following respective meanings:

a) The term "Affiliate shall mean (i) a corporation or other legal entity, the majority of whose shares or other securities entitled to vote for election of directors or the majority of whose equity interest, is now or hereafter controlled or owned by Company, directly or indirectly (i.e. subsidiary); (ii) a corporation or other legal entity who now or hereafter controls, directly or indirectly, the majority of Company's shares or other securities entitled to vote for election of directors or the majority of Company's equity interest (i.e. parent); or (iii) a corporation or other legal entity, the majority of whose shares or other securities entitled to vote for election of directors or the majority of whose equity is now or hereafter controlled by a corporation or legal entity of the type described in Section 1(a)(ii) above. Any such corporation or other legal entity shall be deemed to be an Affiliate of the Company only so long as such control or such ownership and control exists. Company shall be responsible for all obligations and responsibilities of its Affiliates under this Agreement.

b) The term "Agreement" shall mean the Master Software License and Support Agreement of which these Master Software License Terms and Conditions form a part.

c) The term "Company" shall mean the entity that has executed the Master Software License and Support Agreement of which these Master Software License Terms and Conditions form a part.

d) The term "Computer Program" shall mean any instruction or instructions, in source code or object code form, for controlling the operation of or operating with a central processing unit.

e) The term "Distributor" shall mean an entity authorized in writing by Licensee or another Distributor to make or receive copies of the Licensed Programs in object code form in order to distribute such copies to customers and/or other Distributors. Such Distributors shall agree to abide by terms no less restrictive than the terms to which Licensee has agreed in this Agreement.

f) The term "Documentation" shall mean the user manuals, handbooks and other materials relating to the Licensed Programs as set forth on Supplement(s) hereto.

g) The term "Licensed Programs" shall mean all or any part of that version of the Computer Programs set forth on Supplement(s) to the Agreement.

h) The term "Licensee" shall mean Company and all Affiliates thereof.

i) The term "Ordering Period," as it appears in a Price List, or Supplement for a particular Revision shall mean each consecutive four quarter period (ending on Licensee's last fiscal day in March, June, September or December) commencing with the first full calendar quarter after the Revision Effective Date. For example, for a Revision Effective Date occurring in October 1 through December 31 of a particular year, the first Ordering Period shall end on Licensee's last fiscal day in December of the next year. In determining fees due under a Supplement to this Agreement and the then-current Price List applicable to a particular Revision, all copies used or distributed prior to the end of the first full quarterly period shall be considered made in such first full quarterly period.

j) The term "Output File Form" shall mean Documentation in machine-readable form formatted for presentation, and which may or may not include embedded document formatting markup code.

k) The term "Revision" shall mean a new release which is identified by a change in the number to the right of the decimal point (i.e. Technology 1.0, 0=Revision number).

l) The term "Revision Effective Date" shall mean the date upon which a new Revision of the Licensed Program(s) becomes subject to this Agreement.

m) The term "Supplement" shall mean an addendum to this Agreement describing the Licensed Programs, Documentation, fees, and any special terms and conditions thereof. Additional Supplements may be added to this Agreement to add additional Licensed Programs or Documentation and to add alternative terms or fee schedules. A Supplement shall be considered part of this Agreement when a Master Software License and Support Agreement referencing such Supplement is executed by Licensee and Licensor.

n) The term "Version" shall mean a new release which is identified by a change in the number to the left of the decimal point (i.e. Technology 1.0, 1 = Version number).

2. **Grant of Licenses**

a) Subject to the terms and conditions set forth in this Agreement, Licensor grants to Licensee and Licensee accepts a non-exclusive, non-transferable, worldwide license: (i) to use, display, copy, modify and prepare derivative works of the Licensed Programs in source code form for Licensee's own internal business purposes; (ii) to use, display, copy, modify, prepare derivative works of and distribute the Licensed Programs and such derivative works thereof in object code form; (iii) to permit Distributors to use, display, copy, modify, prepare derivative works of and distribute the Licensed Programs and such derivative works thereof in object code form.

b) Subject to the terms and conditions set forth in this Agreement, Licensor grants to Licensee and Licensee accepts a non-exclusive, non-transferable worldwide license: (i) to use, display, copy, modify, prepare and have prepared derivative works of the Documentation, in source code form, for Licensee's own internal business purposes; (ii) to use, display, copy, modify prepare and have prepared derivative works of the Documentation in Output File Form and hard copy form; (iii) to distribute the Documentation and derivative works of the Documentation in Output File Form and hard copy form solely to its Licensees of the Licensed Program of Licensee to which the Documentation or the derivative works of the Documentation relate; and (iv) to permit its sublicensees, Distributors and sublicensees of its Distributors to use, copy, display, modify, prepare and have prepared derivative works of and distribute the Documentation in Output File Form and hard copy form.

c) Licensee shall own all rights in modifications and derivative works of the Licensed Programs and Documentation prepared by or for Licensee which are not part of the Licensed Programs and Documentation. All rights in the Licensed Programs and Documentation, or any portion thereof, which remain in any such modification or derivative work, shall remain with Licensor and shall remain subject to the terms of this Agreement.

d) Licensee may distribute copies of the Licensed Programs and Documentation and derivative works thereof in source code form to third parties that Licensee has verified have licensed the Licensed Programs in source code form from Licensor.

e) Each portion of the Licensed Programs and Documentation shall include the intellectual property notice or notices appearing in or on the corresponding portions of such materials as delivered by Licensor hereunder.

f) Licensee may permit its contractors to use, copy, modify and prepare derivative works of the Licensed Programs and Documentation in source code and object code forms provided such use, copying, modifying and preparing of derivative works is exclusively for Licensee in connection with work called for in one or more written agreements between Licensee and such contractors. Each such written agreement shall require that the contractor agree to terms no less restrictive than those undertaken by Licensee under this Agreement and that when the work is completed the contractor

shall return or destroy all copies of the Licensed Programs in the possession or control of the contractor, including copies of modifications or derivative works of the Licensed Programs.

g) Licensee may permit its sublicensees, Distributors and sublicensees of its Distributors to use and to modify and have modified and prepare and have prepared derivative works of the Licensed Programs in object code form as is necessary to use the Licensed Programs. Licensee may also permit its sublicensees and sublicensees of its Distributors to make copies of the Licensed Programs provided Licensee and its Distributors authorizes each such sublicensee to make a specified number of copies prior to making any copies. For the purpose of calculating license fees, authorized copies shall be deemed distributed when authorized.

h) When distributing the Licensed Programs in countries where an enforceable copyright law covering the Licensed Programs does not exist, Licensee or its Distributors shall obtain a written agreement signed by the customer prohibiting the customer from making unauthorized copies of the Licensed Programs. Licensor does not undertake to inform Licensee of the jurisdictions where such copyright laws exist.

i) Licensor grants to Licensee, Distributors and their sublicensees a non-exclusive, royalty-free, non-transferable, worldwide license, terminable only in accordance with Sections 7 and 9, under any patents and copyrights owned or licensed by Licensor at any time during the term of this Agreement only to the extent necessary: (i) to exercise the rights and licenses granted in this Section 2; and (ii) to combine the Licensed Programs and derivative works thereof, with equipment and other Computer Programs.

j) No right is granted herein to use any identifying mark owned by, or used to identify any product or service of Licensor in the name of the Licensed Program or Documentation offered or furnished to customers by Licensee. Licensee agrees not to use a name or a trademark for a Licensed Program that is confusingly similar to a name or trademark used by Licensor. Use of Licensor's trademarks shall be governed by a separate Trademark License Agreement. However, Licensee may use a trademark of Licensor in stating that a derivative work of the Licensed Programs distributed by or for Licensee is derived from Licensor's software under license from Licensor.

k) To the extent that this Section 2 grants a Licensee with sublicense rights to the Licensed Program, the Licensee when distributing the Licensed Program in object code form, shall obtain a written agreement that will include terms and conditions to prohibit such customer from decompiling or disassembling the Licensed Program.

1) Notwithstanding any provision to the contrary in this Agreement, Licensee's right to distribute object code copies of the Licensed Program to third parties is limited to distribution with "value added." An example of acceptable "value added" is distribution of the Licensed Program for use with system or software products marketed by Licensee. Nothing in this Section shall give Licensor the right to examine or approve Licensee's product offerings or marketing practices or methodologies.

m) No additional fee is payable for the transfer of the Licensed Program from one CPU of Licensee to another CPU of Licensee.

3. **License Fees**

a) In consideration of the license(s) granted pursuant to this Agreement, Licensee shall pay to Licensor or a party designated by Licensor the license fees set forth in the Supplement applicable to the Licensed Program. Licensee shall pay all fees due to Licensor for all copies used or distributed to third parties by Licensee, its sublicensees or Distributors and its Distributor's sublicensees during each quarterly period (ending on Licensee's last fiscal day in March, June, September and December), within sixty (60) days after the close of such quarter if Licensor has not previously received a fee for such copies. In determining fees due Licensor, all copies used or distributed prior to the end of a Supplement's first full quarterly period shall be considered used or distributed, as the case may be, in such first full quarterly period. With such royalty payment, Licensee shall include a written statement setting forth the per-copy fees due Licensor for such quarter.

b) Payments to Licensor shall be made in United States dollars, and shall be sent to the Controller of Licensor at the address set forth in Section 17. The fees payable hereunder are exclusive of taxes. Licensee shall pay or reimburse Licensor for all taxes, including sales or use taxes, however designated, imposed as a result of the existence or operation of this Agreement, except any income and franchise tax imposed on Licensor by any governmental entity. If Licensee is required to make any deduction or withholding for any non-refundable tax, duty or other charge imposed by a governmental entity, such payments shall be increased to an amount which, after such deduction or withholding, will result in payment to the Licensor of the full amount Licensor would have received had no such deduction or withholding been made.

4. **Deliverables**

Licensor will furnish Licensee the first copy of the Licensed Program in source code form and Documentation in machine-readable form within one month after the Licensor receives the fee(s) specified on the applicable Supplement. Licensee shall make and distribute or authorize to be made or distributed additional copies of the Licensed Programs and Documentation in accordance with this Agreement.

5. **Record Keeping and Audit Rights**

a) Licensee shall keep and maintain all appropriate books and records necessary for the verification of the license fees due Licensor, including license fees arising out of Licensee's Distributors' use or distribution of the Licensed Program, for a period of three (3) years following the quarterly period to which such records relate.

b) During the term of this Agreement, and for a period of one year thereafter, Licensor shall be entitled, not more than once annually, to retain Licensee's independent certified public accountant to review Licensee's books and records for the purposes of verifying the accuracy of the license fees paid to Licensor. Licensor shall be entitled to provide audit information on a need to know basis to its third party Licensors, solely for the purpose of verifying royalty payments due to them by Licensor. Alternatively, Licensor, at its request, may elect to request Licensee's independent certified public accountant to review Licensee's annual audit by Licensee's independent certified public accountant for the sole purpose of verifying the accuracy of the license fees paid to the Licensor. In either case, the certified public accountant shall only provide information to the parties concerning whether all license fees have been paid to the Licensor and the amount of any underpayment or overpayment. Such review shall be conducted during the Licensee's normal business hours upon reasonable notice of at least 30 days to Licensee. Any underpayment or overpayment shall be reflected in the next quarterly payment made by the Licensee. If such review verifies an underpayment error of greater than 10% of the license fees actually paid to Licensor, the costs of such review shall be paid for by Licensee; otherwise, such costs shall be paid for by Licensor.

For purposes of this Section 5, only Licensee's independent certified public accountant can be retained by Licensor to review Licensee's books and records or annual audit.

c) All information provided pursuant to this Section 5 shall be maintained in confidence by Licensor, except as may be required to enforce the payment obligations hereunder.

6. **Licensor's Representations**

Licensor represents and warrants to Licensee that Licensor has all necessary rights, power and authority to enter into and perform this Agreement and to grant the licenses granted to Licensee herein.

7. **Term and Termination**

a) This Agreement and any Supplement shall continue in force unless terminated in accordance with Section 9 or as set forth herein: (i) By Licensee upon thirty (30) days prior written notice to Licensor; (ii) By Licensor, immediately upon written notice, if Licensee is in default of its payment

obligations hereunder and such default continues for thirty (30) days following receipt of written notice from Licensor, or if Licensee is in default of any other material obligation hereunder and such default continues for ninety (90) days following receipt of written notice; or (iii) By Licensor, upon written notice to Licensee, if Licensee becomes insolvent, files or has filed against it a petition under any insolvency law of any jurisdiction, makes assignment for the benefit of creditors, or if a receiver, trustee or similar agent is appointed with respect to any property or business of Licensee.

b) The provisions of Sections 2(e), 3, 5, 6, 7(b), 7(c), 8, 9, 10, 11 and 14 hereof shall survive the termination of this Agreement or any Supplement.

c) Upon termination in accordance with this Section 7, but not with respect to termination under Section 9: (i) Licensee and any of its sublicensees, Distributors and sublicensees of Distributors may continue to use and display all object code copies of the affected Licensed Program for which a license fee has been paid; (ii) Licensee shall certify to Licensor that Licensee has discontinued use (except as provided in Section 7(c)(i) above) and distribution of, and has returned or destroyed, all copies of the affected Licensed Program and Documentation.

d) Licensee agrees that when an Affiliate's relationship to Licensee changes so that it is no longer an Affiliate of Licensee: (i) all rights of such former Affiliate under this Agreement shall immediately cease, and (ii) such former Affiliate shall immediately discontinue use of (except as provided in Section 7(c)(i) above) and return to Licensee or destroy all copies of the Licensed Programs and Documentation.

e) In the event of termination under this Section 7 or Section 9, Licensor shall have no obligation to refund any amounts paid to it under this Agreement.

f) The rights and licenses granted in this Section 7 shall continue in the event that Licensor ceases to exist as a going concern or ceases to make the Licensed Program available to customers.

8. **Warranty**

Licensor warrants for a period of ninety (90) days from furnishing a Licensed Program to Licensee that any magnetic medium on which portions of a Licensed Program are furnished will be free under normal use from defects in materials, workmanship or recording. If such a defect appears within such warranty period Licensee may return the defective medium for replacement without charge. Replacement is Licensee's sole remedy with respect to such a defect. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6, LICENSOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. BY WAY OF EXAMPLE BUT NOT OF LIMITATION, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE LICENSED PROGRAMS ARE FREE OF ERRORS.

9. **Indemnification**

a) Licensor shall indemnify and hold harmless Licensee against any and all claims, expenses, judgements, liabilities, damages or losses finally adjudicated by a court or administrative body of competent jurisdiction, including reasonable attorneys' fees and court costs, and any settlements of any claims, judgements or liabilities, arising from any infringement or alleged infringement by the Licensed Programs or Documentation of any copyright, patent, trade secret, mask work, invention or similar intellectual property right of any third party, and any settlements relating thereto, provided that Licensor shall have sole control and authority with respect to the defense or settlement of any such claim or action, and Licensee shall cooperate fully with Licensor in the defense or settlement of any such claim or action. In the event any Licensed program or Documentation or any portion thereof becomes, or in Licensor's opinion is likely to become, the subject of a claim of infringement of any copyright, patent, trade secret, mask work, invention or similar intellectual property right of any third party, Licensor may at its option either secure for Licensee the right to continue using the Licensed Program or Documentation, or replace or modify the Licensed Program or Documentation to make it non-infringing without impairment of function, or, if neither of the foregoing alternatives is reasonably available to Licensor, terminate Licensee's rights and licenses

to the Licensed Programs or Documentation under this Agreement immediately upon written notice, but only to the extent necessary to avoid the infringement.

b) The provisions of Section 9(a) notwithstanding, Licensor shall not have any liability under this Section 9 to the extent that any infringement or claim thereof results from (i) use of the Licensed Program or Documentation in combination with equipment, software or documentation not supplied by Licensor where the Licensed Program or Documentation would not itself be infringing, or (ii) modifications of the Licensed Program or Documentation, where the Licensed Program or Documentation, if not modified by or for Licensee, would not be infringing.

10. Limitation of Liability

THE REMEDIES PROVIDED HEREIN ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT SHALL LICENSOR OR LICENSEE BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY.

11. Governmental Regulations

Licensee agrees that it will comply with and will require its Distributors to comply with all then applicable laws, rules and regulations (i) relating to the export or re-export of technical data when exporting or re-exporting a Licensed Program or Documentation, and (ii) required to limit a governmental agency's rights in the Licensed Program, Documentation or associated technical data by affixing a Restricted Rights notice to the Licensed Program, Documentation and/or technical data equivalent to or substantially as follows: "Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in DFARS 52.227-7013(c)(1)(i)-(ii); FAR 52.227-19; and FAR 52.227-14, Alternate III, as applicable or in the equivalent clause of any other applicable Federal government regulations."

12. Assignment

Neither this Agreement nor any rights granted hereunder may be assigned or transferred, in whole or in part, by Licensee without the express prior written consent of Licensor, which consent shall not be unreasonably withheld or delayed. Any attempt to do so shall be void.

13. Governing Law

This Agreement shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

14. Confidentiality

a) Licensee shall hold the Licensed Programs in source code form, and other material labeled and designated as "Confidential" ("Confidential Information"), in confidence for Licensor, and Licensee shall use the same degree of care (but no less than reasonable degree of care) to safeguard such Confidential Information as the Licensee uses to safeguard its confidential information of like importance. This Section 14(a) imposes no obligation upon Licensee with respect to Confidential Information which (i) was in Licensee's rightful possession before receipt from Licensor; (ii) is or becomes a matter of public knowledge through no fault of Licensee; (iii) is rightfully received by Licensee from a third party without a duty of confidentiality; (iv) is disclosed by the Licensor to a third party without imposing a duty of confidentiality on the third party; (v) is independently developed by Licensee; (vi) is disclosed under operation of law; or (vii) is disclosed by Licensee with Licensor's prior written approval.

b) Licensee shall be free to use the residuals of such Confidential Information for any purpose including use in the development, manufacture, marketing and maintenance of its products and services, subject only to the obligations with respect to disclosure of such Confidential Information during such foregoing specified period of confidentiality. The term "residuals" shall mean that

information in nontangible form which may be retained by those employees of Licensee who have had rightful access to the Licensed Program during the term of this Agreement.

c) It is understood that receipt of Confidential Information under this Agreement shall not create any obligation in any way limiting or restricting the assignment and/or reassignment of Licensee's employees within Licensee.

15. Severability

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be legally ineffective or unenforceable, the validity of the remaining provisions shall not be affected.

16. Waiver

The waiver by either party of a breach of or a default under any provision of this Agreement by the other party shall not be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy by such party.

17. Notices

Any notice or other communication in connection with this Agreement shall be furnished in writing and shall be deemed effective upon receipt by Licensor at the address listed below, or upon receipt by Licensee at the address specified in the Master Software License and Support Agreement, or at such other address as shall have been specified in a written notice actually received by the addressee.

The Open Group
Apex Plaza
Forbury Road
Reading
Berkshire RG1 1AX
UK

Attention: Legal Department

18. Integration

This Agreement and its Supplement(s) contain the full understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings and writings relating thereto. No waiver, consent, modification, amendment or change of the terms of this Agreement and its Supplement(s) shall be binding unless in writing and signed by Licensee and Licensor.

19. Third Party Beneficiary

Licensor hereby acknowledges that the Licensee is a third party beneficiary of those provisions of Licensor's agreements with the owners and/or Licensors of the technology contained in the Licensed Programs which relate to the grant of licenses, termination and continuation of license provisions.

These Master Software License Terms and Conditions become effective on the date the Master Software License and Support Agreement, of which this forms a part, has been accepted by the Licensor.

PART II: MASTER SOFTWARE SUPPORT TERMS AND CONDITIONS

If Licensee has agreed to accept the Master Software Support Terms and Conditions by indicating so on the Master Software License and Support Agreement, the following terms and conditions shall apply:

1. Definitions

As used in these Master Software Support Terms and Conditions, the following terms shall have the following respective meanings:

a) The term "Affiliate" shall mean (i) a corporation or other legal entity, the majority of whose shares or other securities entitled to vote for election of directors or the majority of whose equity interest, is now or hereafter controlled or owned by Company, directly or indirectly (i.e. subsidiary); (ii) a corporation or other legal entity who now or hereafter controls, directly or indirectly, the majority of Company's shares or other securities entitled to vote for election of directors or the majority of Company's equity interest (i.e. parent); or (iii) a corporation or other legal entity, the majority of whose shares or other securities entitled to vote for election of directors or the majority of whose equity is now or hereafter controlled by a corporation or legal entity of the type described in Section 1(a)(ii) above. Any such corporation or other legal entity shall be deemed to be an Affiliate of the Company only so long as such control or such ownership and control exists. Company shall be responsible for all obligations and responsibilities of its Affiliates under this Agreement.

b) The term "Agreement" shall mean the Master Software License and Support Agreement of which these Master Software Support Terms and Conditions form a part.

c) The term "Company" shall mean the entity that has executed the Master Software License and Support Agreement of which these Master Software License Terms and Conditions form a part.

d) The term "Licensee" shall mean the Company and all Affiliates thereof.

e) Reference Machine is a specified platform architecture selected by Licensor to which a software offering is ported and which acts as a performance reference for that class of architecture.

f) Reference Port is the set of binary and source code modules comprising a software offering ported to a Reference Machine.

g) Release is a distinct Licensor software offering that is distributed to Licensees. Licensor Releases are designated by the nomenclature x.y.z:
    where x is the Version number;
    y the Revision number; and,
    z the Update number.

h) Version Release is a Release that increments the Version number. Version Releases contain major and fundamental changes to features and functions, and contain the complete software offering.

i) Revision Release is a Release of a software offering that increments the Revision number. Revision Releases contain functional enhancements and repairs to code defects, and contain the complete software offering.

j) Update Release is a Release that increments the Update number. Update Releases contain repairs to code defects only. Update Releases generally do not contain the complete software offering and are used to modify a Version or Revision Release already in the possession of the Licensee.

k) Release General Availability is the date on which a Release is first shipped by Licensor to licensees.

l) Software Support Services are the services available to support a particular Licensor software offering. These services may include the following:

(i) Critical Problem Escalation is the process whereby, in the event that a significant problem in the software offering impedes Licensee's productive use of said offering, Licensor will make reasonable effort to expedite problem resolution. Such problem resolution can be any of the following: a defect repair, a work-around, an action plan for resolution, or a determination that the problem will not be fixed;

(ii) PatchNow Electronic Patch Distribution is a Licensor mechanism for the electronic dissemination of potential repairs to code defects and other relevant data to authorized Software Support Service Licensees. Since the purpose of PatchNow is early distribution, repairs distributed on PatchNow will not, as a rule, have undergone Licensor's quality assurance process;

(iii) Comprehensive Defect Status Reporting is an information service via electronic mail that consists of status of defects from initial report to code repair, other defects reported in the same area of code, proposed fixes submitted by other Licensees, cross reference reports, and custom reports at the request of the Licensee;

(iv) Problem Isolation and Tracking is the process whereby Licensor works, often with the Licensee, to reproduce, isolate, and articulate a reported problem; and the ability of the Licensee to obtain the current status of this process; and

(v) Telephone Hotline is unlimited telephone access during Software Service Hours to the Licensor Software Support Services engineering staff to obtain assistance in using the supported software offering, or to report suspected defects in said offering.

These Software Support Services are grouped by Licensor into various prearranged service offerings as identified in the then-current Software Support Services Feature Chart. Such service offerings include, for example, Technology Update, Full Service, and Technical Advisory Service.

m) **Software Service Hours** are between 8:30 a.m. and 5:00 p.m. (Eastern Standard Time), Monday through Friday, excluding Licensor ho1idays.

n) **Vendor-neutral Code** refers to any portion of a software offering that is common across multiple Licensees' ports of the software offering, i.e., not peculiar to a specific port of the software offering.

2. Eligibility Requirement

Software Support Services under this Agreement are available only for the most current Version Release or Revision Release, and any Update Releases thereto, of Licensor software offerings; provided, however, that Licensor shall continue to provide services under this Agreement with respect to the immediately prior Version Release or Revision Release for one hundred eighty (180) days after Release General Availability of a new Version or Revision Release.

The Master Software License Terms and Conditions and the Supplement applicable to the software offering for which services are to be provided under this Agreement ("Prerequisite Agreements") must remain in effect for the duration of this Agreement.

3. Licensor Obligations

a) Subject to Licensee fulfilling its obligations hereunder, Licensor will provide, during Software Service Hours, support service components as specified in the then-current Licensor Software Support Services Feature Chart, applicable to the selected Software Support Service Offering.

b) The Software Support Services are provided for source code only.

c) Critical Problem Escalation is limited to problems in the Vendor-neutral Code that are reproducible by Licensor on a Reference Port.

d) Problem Isolation and Tracking is limited to problems in the Vendor-neutral code.

4. Licensee Obligations

Licensee agrees:

a) to treat all distributions made under this Agreement in accordance with the terms of the applicable Prerequisite Agreements, executed between Licensor and Licensee, for the applicable Software Support Service Offering.

b) Licensee shall designate a primary contact and secondary contact by completing the Support Coordinator section of the Master Software License and Support Agreement. The primary and secondary contacts shall be the sole contacts for the coordination and receipt of the applicable service components (with the secondary performing only in the absence of the primary), unless a fee is paid, as specified in Licensor's then-current price list, to allow additional primary contacts, and

c) if and only if Full Service or Technical Advisory Service has been selected, by checking the appropriate box in the Master Software License and Support Agreement, then Licensee shall provide reasonable supporting data to enable identification of reported problems.

5. Term and Termination

This Agreement shall continue in force unless terminated as set forth below:

a) The initial term and additional term for each Software Support Service Offering is as specified in the then-current Licensor Software Support Services Feature Chart.

b) A Software Support Service Offering will be effective for a particular software offering on the effective date of a Master Software License and Support Agreement, which incorporates Licensee's selection of such Software Support Service Offering for that software offering and will apply to such software offering for the initial term specified in the related Software Support Services Feature Chart. The initial term will be automatically extended, unless terminated at the expiration of the initial term (or any extended term) by either party upon ninety (90) days prior written notice, or otherwise terminated pursuant to this Agreement.

c) If Licensee is in default of its payment obligations hereunder and such default continues for thirty (30) days following receipt of written notice from Licensor.

d) If Licensor or Licensee is in default of any other obligation hereunder (except for Licensee's obligation to maintain valid licenses for the software offering, in which case termination is immediate) and such default continues for ninety (90) days following receipt of written notice, the aggrieved party, in addition to any other remedies it may have, may terminate this Agreement.

e) No delay or failure of either party to exercise any right or remedy will operate as a waiver thereof.

f) The provisions of Sections 7 and 8(d) hereof shall survive the termination of this Agreement.

6. Charges, Taxes and Payments

a) For the selected Software Support Service Offering identified in the Master Software License and Support Agreement, and the then-current Software Support Services Feature Chart, Licensee shall pay to Licensor a service fee which is specified in Licensor's then-current price list.

b) If Licensee desires to make, for internal use only, copies of any Update Release provided by Licensor as a feature of the selected Software Support Service Offering, Licensee shall pay to Licensor a copy fee which is specified in Licensor's then-current price list for every copy of such Release, in whole or in part, made by Licensee. Update Releases may only be copied onto machines which are properly licensed for the software offering.

c) The rights and obligations as to the making of additional copies of Revision or Version Releases, and the associated fees (if any), are governed solely by the Master Software License Terms and Conditions and these Master Support Terms and Conditions applicable to each Software Support Service Offering.

d) Service charges are payable in advance when the Master Software License and Support Agreement referencing these Master Software Support Terms and Conditions is executed by Licensee and Licensor, or upon the commencement of an additional term, as the case may be.

e) Licensor may change the service charges or composition of the Software Support Service Offering effective at the end of the initial term or any additional term by giving Licensee at least sixty (60) days prior written notice. Licensee shall have the right to terminate Software Support Service in its entirety, as of the effective date of such change, by giving Licensor written notice to that effect prior to the effective date; otherwise such change shall become effective and apply to the selected Software Support Service Offerings set forth in the Master Software License and Support Agreement to which such notice applies as of the effective date specified in Licensor's notice.

f) The charges specified hereunder are exclusive of taxes. Licensee shall have sole responsibility for all taxes, including sales or use taxes, imposed on Licensee as a result of the existence or operation of this Agreement, except for any income or franchise tax imposed on Licensor by a governmental entity. If Licensee is required to make any deduction or withholding for any non-refundable tax, duty or other charge imposed by a governmental entity, such payments shall be increased to an amount which, after such deduction or withholding, will result in payment to Licensor of the full amount Licensor would have received had no such deduction or withholding been made.

g) Licensee agrees that Licensor will have the right to charge in accordance with Licensor's then current policies, for any services to correct errors, defects or problems created by Licensee in Licensee's modification of any software offering, or, unless otherwise provided herein, resulting from Licensee's failure to utilize current software offering Releases provided by Licensor. Licensor shall have no obligation to provide services to correct such errors, defects or problems created by Licensee, or for any modifications to the software offering made by Licensee, and Licensee shall not be obligated to pay for any such services, unless agreed to in writing by Licensor and Licensee.

7. Warranty and Limitation of Liability

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