IT.SOFTWARE LICENSE AGREEMENT

This Agreement between itelligence, Inc. ("Licensor") and Company ("Licensee") is for a license to use the proprietary items as set forth in Appendices attached hereto. This Agreement states the terms and conditions under which Licensor will license to Licensee the it.Software and provide Maintenance Services for such it.Software ordered by Licensee as further described herein.

1. **DEFINITIONS**

   1.1 "Documentation" means Licensor's documentation describing features, functions and operation instructions of it.Software and delivered to Licensee under this Agreement.
   1.2 "Modification" means a change to the it.Software that changes the delivered source code or an enhancement to the it.Software that is made using Licensor's or SAP it.Software tools or utilizing or incorporating Licensor's intellectual property or proprietary material.
   1.3 "SAP Licensed Users" the active SAP named users identified in Licensee's valid and effective SAP Software License Agreement.
   1.4 The "it.Software" means (i) all it.Software solutions specified in the agreed upon Order Form hereto, developed by Licensor (including by its parent, affiliates or subsidiaries) and delivered to Licensee hereunder; (ii) any new releases thereof made generally available pursuant to general it.Software Maintenance Services provided by Licensor in accordance with Exhibit A, Maintenance Services Agreement, attached to this Agreement and incorporated herein; and (iii) any complete or partial copies of any of the foregoing.
   1.5 "Territory" means the United States of America.
   1.6 "Maintenance Services" means provision of help desk service, error correction and access to ongoing development of the it.Software as further described in Exhibit A.
   1.7 "Order Form" means the form entered into between Licensee and Licensor for licensing of the it.Software ordered by Licensee under the Agreement and procured by itelligence. The Order Form identifies the licensed it.Software, license fees, Maintenance Services, fees and other information necessary for the delivery and use of the it.Software to Licensee.

2. **LICENSE GRANT, LICENSE RESTRICTIONS AND INTELLECTUAL PROPERTY**

   A. <u>License Grant</u>. Licensor grants to Licensee a non-exclusive, non-transferable license to install and use the it.Software as set forth in an Order Form and related Documentation, at specified sites within the Territory to run Licensee's business and to provide internal training and testing for Licensee'sbusiness operations, subject to the terms and conditions of this Agreement. Licensee understands that the it.Software is not a "stand alone solution" and its use requires the installation and the implementation of the SAP landscape meeting the technical requirements (collectively referred to as the "required SAP Software") as specified in the Order Form.

   Licensee represents that Licensee has or will obtain the required SAP Software licenses for use with the it.Software. In addition, the it.Software can be used only by the employees or authorized personnel of the Licensee.

   B. <u>License Restrictions</u>. The it.Software's use is limited and linked to an ongoing and active licensing of the SAP Software by the Licensee from SAP or an authorized SAP reseller. Licensee may allow its contractors to access the it.Software solely for purposes of using the it.Software on behalf of the Licensee in the same manner contemplated hereunder, and provided such contractors have agreed in writing to be bound to confidentiality obligations at least as protective as those set forth in Section 5 below. Licensee shall not (and shall not permit any employee, contractor or other party to) use, copy, sublicense, operate as a service bureau, rent, assign, transfer, modify, create derivative works, reverse engineer, decompile, disassemble, translate, or apply any procedure or process to the it.Software in order to ascertain, derive, or appropriate the source code or any trade secret or process contained in the it.Software. Licensee shall not alter or remove any proprietary notices, graphics or text contained on or in the it.Software. Licensee's rights in the it.Software will be limited to those expressly granted in this Agreement, and Licensor reserves all rights and licenses in and to the it.Software not expressly granted to Licensee under this Agreement.

   C. <u>Intellectual Property</u>. The it.Software, including, without limitation, any and all related source code, object code, materials, designs, plans, techniques, methods, inventions, forms, formulas, and other works of authorship, and any extracts, derivatives, modifications or enhancements to the foregoing, shall remain the sole and exclusive property of Licensor, and Licensor shall own and retain all right, title and interest in and to the foregoing under copyright, trade secret, trademark, patent and other intellectual property laws. Itelligence, Inc., itelligence, AG. and related marks are trademarks of Licensor, its parent or its affiliate companies, and Licensor, its parent or its affiliate companies retain all right, title and interest therein. Licensee may make Modifications to the it.Software, with prior written consent from Licensor, and shall be permitted to use Modifications with the it.Software in accordance with this Agreement. All Modifications and all rights associated therewith shall be the exclusive property of Licensor. Licensee agrees to execute those documents reasonably necessary to secure Licensor's rights in the foregoing.

3. **PRICE AND PAYMENT**

A. <u>License Fees, Maintenance Services Fees & Payment</u>. Licensee shall pay to Licensor License Fees and Maintenance Services Fees for the it.Software as stated in Order Form. Any fees not paid when due shall accrue interest at the rate of 17% per annum, but not to exceed the maximum amount as allowed by law.

B. <u>Taxes</u>. Fees and other charges described in this Agreement do not include federal, state or local sales, foreign withholding, use, property, excise, service, or similar taxes ("Tax(es)") now or hereafter levied, all of which shall be for Licensee's account. With respect to state/local sales tax, direct pay permits or valid tax-exempt certificates must be given to Licensor prior to the execution of this Agreement. If Licensor is required to pay Taxes on Licensee's behalf, Licensee shall reimburse Licensor for such amounts. Licensee hereby agrees to indemnify Licensor for any Taxes and related costs, interest and penalties paid or payable by Licensor.

4. **TERM AND TERMINATION**

A. <u>Term and Termination.</u> This Agreement shall continue in force and effect beginning on the date of delivery of the it.Software to Licensee ("Delivery Date") and lasting for so long as: (i) Licensee has a valid SAP license for the required SAP Software; and (ii) Licensee has a valid license for the it.Software under this Agreement, unless terminated pursuant to the provisions herein. The Licensee may terminate this Agreement upon one hundred and twenty (120) calendar day's prior written notice for any reason. Either party may terminate this Agreement on thirty (30) calendar days prior written notice if the other party has breached a material provision of this Agreement and such breach is not cured within the thirty (30) day period, or a mutually agreed upon extension thereto.

B. <u>Effects of Termination</u>. Upon termination of the Agreement or any license(s) granted herein arising from the Licensee's default, Licensee's right to use and possess the it.Software and Documentation shall immediately cease, become void, lapse and of no further force and effect. Licensee shall promptly return all copies to Licensor, except that Licensor may otherwise direct Licensee to delete all installed copies of any and all storage media in the control of Licensee. Licensee shall provide Licensor with written certification signed by an officer of Licensee that all copies of the it.Software and Documentation have been returned or destroyed and that Licensee has retained no copies. Termination of this Agreement due to Licensee's default shall not relieve Licensee of its obligation to pay for all it.Software delivered and for all License Fees and Maintenance Services Fees due through the date of termination. The parties expressly acknowledge and agree that License Fees and prepaid Maintenance Services Fees are non-refundable.

5. **CONFIDENTIAL INFORMATION**

In connection with this Agreement, each party has disclosed and may continue to disclose to the other party information that relates to the disclosing party's business operations, financial condition, licenses, products, services, product plans, source code or technical knowledge that is identified as confidential or proprietary or reasonably understood to be confidential (collectively, "Confidential Information"). In order to protect the rights of the parties in their respective Confidential Information, the parties agree to take all reasonable steps and the same protective precautions to protect the Confidential Information from disclosure to third parties as with its own Confidential Information. Neither party shall, without the other party's prior written consent, disclose, provide, or make available any of the Confidential Information of the other party in any form to any person, except to its bona fide employees, officers, or directors on a need to know basis and provided such persons are bound by confidentiality obligations. The parties will not disclose Confidential Information to any third party without express written authorization from an officer of the other party. This section will not apply to any particular information that either party can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it and was not subject of a pre-existing confidentiality obligation; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it; or (v) was independently developed by the recipient without use of the disclosing party's Confidential Information. In addition, disclosure of Confidential Information will not be precluded if that disclosure is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof or is otherwise required to be disclosed by law provided that the non-disclosing party will first give written notice to the disclosing party so that the disclosing party may seek an appropriate protective order.

6. **WARRANTIES, REMEDIES & DISCLAIMER OF WARRANTIES**

A. <u>Licensor's Warranties</u>. Licensor represents and warrants that for a period of six (6) months following delivery the it.Software will perform substantially in conformance with the applicable Documentation and at the time of delivery and it will be free of program errors. This warranty applies as long as Licensee (i) maintains updated SAP licenses with maintenance services from SAP or an SAP authorized maintenance provider for the required SAP Software and (ii) receives Maintenance Services from Licensor for the it.Software set forth in the Order Form, subject to the terms and conditions thereof. Licensor further representas that it has the authority to enter into this Agreement and to grant the rights and licenses set forth herein and Licensor owns or has the right and authority to license the it.Software and the Documentation to Licensee.

B. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.A. HEREIN, LICENSOR HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN) INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

7. **INDEMNIFICATION**

A. Licensor Indemnity for Intellectual Property Infringement. Licensor will defend or settle, at its option and expense, any third party action brought against Licensee to the extent that it is based upon a claim that the it.Software, as provided by Licensor under this Agreement and used within the scope of this Agreement, infringes any U.S. patent existing as of the Delivery Date, trademark, service mark, copyright, or misappropriates any trade secret of a third party, and Licensor will pay all costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Licensee. Licensor's obligations hereunder are subject to the following conditions:

(i) Licensee shall notify Licensor in writing promptly after Licensee becomes aware of a claim or the possibility thereof; and

(ii) Licensee shall grant Licensor sole control of the settlement, compromise, negotiation, and defense of any such action; and

(iii) Licensee shall cooperate in good faith in the defense of any such action or claim and shall provide Licensor with all information related to the action that is reasonably requested by Licensor.

B. Limitations on Indemnity Obligations. The foregoing indemnity shall not apply to any infringement claim that arises from: (i) Modification of the it.Software by anyone other than Licensor; (ii) Licensee's use of the it.Software in conjunction with Licensee data or other third party material where use with such data or material gave rise to the infringement claim; (iii) Licensee's use of the it.Software with software or hardware not provided by Licensor or SAP, where use with such other software or hardware gave rise to the infringement claim; (iv) use of other than the most current, unaltered update or upgrade to the it.Software available from Licensor, if such claim would have been avoided by Licensee's use of such update or upgrade; or (v) Licensee's distribution, marketing or use of the it.Software in violation of this Agreement. Licensor shall not be liable hereunder for any settlement made by Licensee without Licensor's advance written approval, or for any award from any action in which Licensor was not granted control of the defense.

C. Licensee's Indemnity. Licensee shall indemnify and defend Licensor against all claims, liabilities, and costs, including attorneys' fees, incurred in the defense of any claim brought against Licensor by third parties based upon Licensee's breach of any obligation hereunder. If Licensee negotiates a settlement with such third parties, then Licensee will include Licensor as a party generally released from all claims and liabilities by such third party. Licensor shall cooperate, as reasonably requested, in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable to Licensee.

8. **LIMITATIONS OF LIABILITY**

IN NO EVENT SHALL LICENSOR BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, HOWSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT REGARDLESS OF THE BASIS OF THE CLAIM. THE PARTIES ACKNOWLEDGE AND AGREE THAT NOTWITHSTANDING THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST LICENSOR, INCLUDING, WITHOUT LIMITATION, IN CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE, STATUTORY LIABILITY OR OTHERWISE, IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY LOSS, CLAIM, LIABILITY OR DAMAGE, INCLUDING ATTORNEYS' FEES AND COSTS, WHICH EXCEED THE LICENSE FEES PAID BY LICENSEE FOR THE SPECIFIC IT.SOFTWARE WHICH GAVE RISE TO SUCH LIABILITY, IT BEING ACKNOWLEDGED BY LICENSEE THAT THE PRICING UNDER THIS AGREEMENT REFLECTS SUCH LIMITATION AND THE ALLOCATION OF ECONOMIC RISK AMONG THE PARTIES.

9. **VERIFICATION**

Licensor shall be permitted to audit (at least once annually and in accordance with Licensor standard procedures) Licensee's usage of the it.Software. In the event an audit reveals that Licensee underpaid License and/or Maintenance Services Fees, Licensee shall pay such underpaid fees based on Licensor's list of prices and conditions in effect at the time of the audit.

10. **NOTICE**

All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of Licensor and Licensee at the addresses set forth in the Order Form.

11. **DISPUTES; CHOICE OF LAW**

A. The parties agree that all disputes between them shall be promptly submitted for informal resolution to their respective executives with power to bind his/her respective company. The foregoing process shall not require a party to delay obtaining any injunctive relief or equitable remedies based on a claim arising from the other party's breach of intellectual property, or confidentiality obligations hereunder.

B. This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio, without regards to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act as enacted shall not apply to this Agreement.

12. **FORCE MAJEURE**

Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

13. **ASSIGNMENT**

This Agreement may not be assigned by Licensee, in whole or in part, except by the prior written consent of Licensor, which consent shall not be unreasonably withheld.

14. **EXPORT LAWS**

Licensee shall comply with all export and import laws and regulations of the United States and such other governments as are applicable to the it.Software. Licensee hereby certifies that it will not directly or indirectly, export, re-export, or transship the it.Software or related Documentation, information, or media in violation of United States or foreign laws and regulations.

15. **PROMOTIONAL MATERIALS**

Licensor may use Licensee's name and reference the existence of this Agreement and ancillary agreements (without referenced detailed terms and pricing) in promotional and marketing materials, including its Web site.

16. **MISCELLANEOUS**

This Agreement and the executed Order Form(s) constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous communications, whether written or oral. This Agreement may be modified or amended only by the mutual written agreement of the parties. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect. The provisions of Sections 3 (Price and Payment), 5 (Confidential Information), 8 (Limitations of Liability), 11 (Disputes; Choice of Law), and 14 (Export Laws) shall survive termination of this Agreement. Copies of this Agreement and notices generated in accordance herewith shall be treated as original documents admissible into evidence, unless a document's authenticity is genuinely placed in question.

17. ORDER OF PRECEDENCE

In the event of a conflict or inconsisitency between the provisions of the components of the Agreement, then the following order of precedence shall be used in resolving such conflict or inconsisitency: (1) the Order Form terms shall take precedence over any other componenet of the Agreement; (2) then the Schedule(s); (3) then the it.Software License Agreement

EXHIBIT A – MAINTENANCE SERVICES AGREEMENT ("Exhibit A")
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To
IT.SOFTWARE LICENSE AGREEMENT ("Agreement")

This Exhibit A is hereby annexed to and made a part of the Agreement specified above. The Exhibit A describes the it.Software Maintenance Services provided by Licensor for the it.Software licensed by Licensee in an executed Order Form. In each instance in which provisions of this Exhibit A contradict or are inconsistent with the provisions of the Agreement, the provisions of this Exhibit A shall prevail and govern.

1.   DEFINITIONS:

"Local Office Time" means working hours between 8:00 a.m. and 6:00 p.m. EST Monday through Friday excluding the applicable holidays observed by Licensor as set forth herein in Exhibit B.

"Service Desk Portal" means the on-line ticketing system used by Licensee and its designees to obtain it.Software Maintenance Services from Licensor. Service Desk Portal is also referred to as "help desk", "service desk", "ticket system" and "solman/ISP", is accessible through **www.itellhelp.com** or any subsequent link that Licensor provides to Licensee. This Service Desk Portal physically resides outside of the United States of America.

"Use of Service Desk Portal" When submitting tickets, messages, incident reports or any other communication or correspondence, (including attachments) through the Service Desk Portal (collectively referred to as "Tickets"), Licensee agrees that it (i) will not submit any technology or technical data controlled under the Export Administration's Regulation's (EAR) Commerce Control List (CCL) or International Traffic in Arms Regulation's (ITAR) US Munitions List (USMC) or other export restrictions in the Service Desk Portal and (ii) will not document in Tickets ID and passwords ("log-on credentials") to Licensee's systems that permit access to technology or technical data controlled under the CCL or USMC.

2.   SCOPE OF LICENSOR DELIVERED SUPPORT: Licensee may request and Licensor shall provide, to such degree as Licensor makes such services generally available in the U.S., the it.Software Maintenance Services.

2.1   The it.Software Maintenance Services consist of the delivery of new functionality and releases of it.Software Software, it.Software correction packages, and providing information on how to remedy, avoid and bypass errors in the it.Software.   The it.Software Maintenance Services will be provided via the toll free number 866.itell.help (866.483.5543) and remote support/updates. The main channel for such support will be the support infrastructure provided by Licensor's Service Desk Portal. Licensee may send an error/incident message to Licensor at any time and Licensor will accept and respond to such error/incident messages in accordance with the Service Levels in Section 5 of the "Service Desk Operations and Service Levels" herein. All persons involved in the message solving process can access the status of the message at any time.   Licensee may also contact Licensor via the toll free number 866.itell.help (866.483.5543).   For the Service Desk Portal support, Licensor requires that Licensee provide remote access as specified in Section 3 Licensee's Responsibilities. The it.Software Maintenance Services do not include information or consulting inquiries beyond error reporting and correction and delivery of new functionality and releases.

2.2   ONGOING DEVELOPMENT OF IT.SOFTWARE. Licensor continues to develop its it.Software in terms of quality, functionality and modernity, adapts it to changing conditions and as part of the it.Software Maintenance Services, Licensor will provide the Licensee with new versions of the respective licensed it.Software as they become available through Licensor. Licensor will provide (i) patches and hot fixes available to Licensee for correction of errors and (ii) extensions or modifications in the context of performance optimization. The it.Software Maintenance Services do not include Licensor providing support to Licensee for implementing a version upgrade or importing support packages (corrections) or enhancement packages; such services can be provided separately through an implementation and support services agreement with Licensor.

3. LICENSEE'S RESPONSIBILITIES:

3.1 Licensee agrees to establish and maintain Licensee Competency Center(s) ("CCC") sufficient for efficient and effective communication of suspected it.Software problems to Licensor. The CCC must maintain an internal help

desk to provide first level support to Licensee. Only Licensee CCC employees are authorized to contact Licensor after attempting to resolve the matter. Each CCC shall coordinate Licensee's modification notification and disclosure requirements and shall coordinate Licensee's development requests. Licensee's CCC is responsible for the administration and management of the requirements specified in the Agreement including, but not limited to, performing periodic self-audits if requested by Licensor to ensure Licensee's compliance with the license grant, maintaining master and installation data and managing the release order process.

Upon request, the Licensee's CCC is responsible for providing Licensor a list of contacts who are authorized to submit messages, contact(s) who may approve message estimates and/or transports, and a single point of contact for escalation and message prioritization. The Licensee is also responsible for evaluating a message and working jointly with the Service Desk Center personnel to assign a priority that is consistent with the definitions provided in Section 5, "Service Desk Operations and Service Levels".

3.2 Other Requirements. In order to receive it.Software Maintenance Services hereunder, Licensee must:

(i) Pay all it.Software Maintenance Services Fees in accordance with this Exhibit A and any executed Order Form(s).

(ii) Fulfill its obligations under the Agreement and this Exhibit A.

(iii) Provide and maintain remote access via a technical standard procedure as defined by Licensor and grant Licensor all necessary authorizations, in particular for problem analysis as part of message handling. Such remote access shall be granted without restriction to the Licensor employee(s) who process support messages regardless of the country in which they are located. Licensee acknowledges that failure to grant access may lead to delays in message handling and the provision of corrections, or may render Licensor unable to provide help in an efficient manner.

(iv) Establish and maintain a CCC meeting the requirements specified in Section 3.1 above within twelve (12) months of the Effective Date of this Exhibit A.

(v) Maintain adequate and current records of all modifications, enhancements or other changes and, if needed, promptly provide such records to Licensor.

(vi) Contact and work with the Licensor's Service Desk Portal personnel for all it.Software maintenance issues.

4. MAINTENANCE SERVICES FEES.
The annual fees for the it.Software Maintenance Services delivered under this Exhibit A are specified in the Order Form(s) ("Maintenance Services Fees"). The Maintenance Services Fees are subject to change once during a calendar year upon ninety (90) days prior written notice to Licensee.

Maintenance Services Fees are invoiced on an annual basis effective January 1st of a calendar year and are payable 30 days from date of invoice. Any Maintenance Services Fees due prior to January 1st are invoiced on a pro-rata basis for the given calendar year in effect.

Licensee understands that if Licensee licenses additional it.Software, the additional it.Software licenses will require it.Software Maintenance Services and, as a result, the Maintenance Services Fees will increase to cover the additional delivered it.Software Maintenance Services.

5. SERVICE DESK OPERATIONS AND SERVICE LEVELS
The following Service Desk Operations and Service Levels apply to messages submitted by Licensee for it.Software Maintenance Services that Licensor accepts and which fulfill the prerequisites specified herein. Such Service Desk Operations and Service Levels shall commence in the first full Calendar Quarter following the Effective Date of this Schedule. As used herein, "Calendar Quarter" is the three (3) month period ending on March 31st, June 30th, September 30th and December 31st respectively of any given calendar year.

5.1 Help Desk Operating Hours

Licensor will respond to messages reported through the Service Desk portal, in accordance with the Opertating Hours and Service Levels identified herein. The Licensor Service Desk's Normal Operating Hours are shown in the table below:

Operating Hours		
Service Center Location	Hours of Coverage	Description
US	5x10 (8 AM – 6 PM EST)	Ten (10) hours per day, five (5) days per week, Monday – Friday*

*Excludes published Licensor holidays as set forth in Exhibit B.

After Hours (times outside of the Normal Operating Hours) notification is available for Priority Very High (1) messages only and should be made via the US toll free number 866.itell.help (866.483.5543).

5.2 Service Levels

Messages Reported During Normal Operating Hours

Licensee will report messages to Licensor and the priority level of such messages will be determined jointly by the parties based on the impact to Licensee's business and in accordance with the definitions for message priority as defined below.

PRIORITY: VERY HIGH (1)
Critical restrictions in day-to-day operations are encountered. Critical tasks, especially time-critical jobs, cannot be performed due to total system shutdown or a malfunction in a main function of the production SAP system.

Example: Production system down, cannot ship product, cannot invoice Licensees, etc.

PRIORITY: HIGH (2)
Serious restrictions in day-to-day operations are encountered. Necessary tasks cannot be performed. This is due to a malfunction or failed function in the SAP system that is urgently required in the current situation.

Example: Cannot run MRP, cannot generate business critical reports, pricing is incorrect but manual price override is available, etc.

PRIORITY: MEDIUM (3)
Restrictions in day-to-day operations are encountered. This is caused by a malfunction or failed functionality in the system.

PRIORITY: LOW (4)
Day-to-day operations are affected in a minor fashion. This is caused by a malfunction or failed functionality in the system that is not used daily or is only used rarely.

Upon Licensor's receipt of the initial message, the priority of the message will be determined jointly by the Licensee and the Service Desk Center personnel using the priority definitions set forth above. Licensor will contact the appropriate Licensee message owner or responsible person within the Initial Response Time for a given message Priority Level in accordance with the Service Levels table specified below.

For messages reported during Normal Operating Hours for the Service Desk Center, Licensor will comply with the following Service Levels:

Service Levels	
Priority Level	**Initial Response Time**
Very High (1)	Within 2 hours
High (2)	Within 4 hours
Medium (3)	Within 1 day
Low (4)	Within 2 days

After meeting the Initial Response Times specified in the table above, Licensor will use commercially reasonable efforts to resolve and close messages. Licensor makes no representation or guarantee regarding the length of time it takes to resolve a message.

PRIORITY: VERY HIGH (1) MESSAGES
In the event that Licensee experiences a Priority Very High (1) After Hours, Licensee should report the matter to Licensor via the toll free number 866.itell.help (866.483.5543) and Licensor will then use commercially reasonable efforts to respond to an After Hours Priority Very High (1) message within the Initial Response Time specified in the table above, however, the service level does not apply to After Hours.

At the direction of a Licensee representative, Licensor will work with Licensee to resolve a Priority Very High (1) message without first classifying whether the Services required to resolve the matter are within the scope of it.Software Maintenance Services provided under this Agreement. If it is determined that the Priority Very High issue is outside the scope of the it.Software Maintenance Services, since Licensor performed the Services under the direction and approval of the Licensee, the Licensee agrees to compensate Licensor for each hour worked in accordance with the rates and fees identified in Licensee's current Application Management Services Statement of Work if applicable, or through a separate Statement of Work with Licensor.

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5.3 Messages Reported After Hours

For the purpose of the Service Levels in the table above, any notification or message sent to the Online Helpdesk during After Hours, shall be deemed to be received at the opening of the following business day (Monday through Friday, excluding published Licensor holidays as set forth in Exhibit B).

6. MAINTENANCE TERMINATION

After the Initial Term, it.Software Maintenance Services shall renew at the beginning of each calendar year for the subsequent one year period ("Extended Term(s)"). Either party may cancel it.Software Maintenance Services for convenience by providing written notice to the other party at least ninety (90) days before the end of the current term (Initial Term or Extended Term as applicable). In addition, Licensor may terminate it.Software Maintenance Services after thirty (30) days written notice of Licensee's failure to pay it.Software Support Fees. The suspended it.Software Maintenance Services can be reactivated at any time provided that Licensee then pays Licensor the accrued it.Software Support Fees applicable for the period of suspension without delay and in full.

7. OTHER TERMS AND CONDITIONS

7.1 In order to receive it.Software Maintenance Services hereunder, Licensee shall have obtained licenses for the it.Software and the only support and/or maintenance services received by Licensee for it.Software Software shall be the it.Software Maintenance Services described in this Exhibit A.

7.2 As a condition of receiving it.Software Maintenance Services hereunder, Licensee shall not reallocate users and/or it.Software to other it.Software that are not covered under it.Software Maintenance Services, without the express consent of Licensor.

7.3 FAILURE TO UTILIZE IT.SOFTWARE MAINTENANCE SERVICES PROVIDED BY LICENSOR MAY PREVENT LICENSOR FROM BEING ABLE TO IDENTIFY AND ASSIST IN THE CORRECTION OF POTENTIAL PROBLEMS WHICH, IN TURN, COULD RESULT IN UNSATISFACTORY IT.SOFTWARE PERFORMANCE.

7.4 In order to receive it.Software Maintenance Services hereunder, Licensee undertakes to inform Licensor without undue delay of any changes to Licensee's installations and users and all other information relevant to the it.Software Maintenance Services. To ensure compliance with the terms of this Exhibit A, Licensor shall be entitled to periodically monitor the correctness of the information Licensee provided.

EXHIBIT B
PUBLISHED LICENSOR HOLIDAYS
TO EXHIBIT A – MAINTENANCE SERVICES AGREEMENT

itelligence US recognizes the following eight (8) holidays yearly:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day

Note: Holidays are subject to change.