

ALFRED MASTER AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PURCHASING AND/OR USING SOFTWARE OR SERVICES FROM XENIT. BY USING ALFRED SOFTWARE OR SERVICES, USER ACCEPTS THIS AGREEMENT AND ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS AGREEMENT. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF USER DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN IT MUST NOT USE ALFRED SOFTWARE OR SERVICES.

This Alfred Master Agreement (the "Agreement") is between Xenit Solutions nv, a Belgian company with registered offices at Diestsevest 32 B4A, B-3000 Leuven, Belgium and registered in the Register for Legal Entities under VAT number BE0887.582.365 ("Xenit"), and the purchaser of Alfred software and services who accepts the terms of this Agreement ("Customer") in an Order Form or other purchase document. The effective date of this Agreement ("Effective Date") is the earlier of the date that Customer accepts this Agreement or first uses Xenit's software or services.

Individually referred to as a "Party" and collectively referred to as the "Parties".

WHEREAS

Xenit is an IT company focussing its business on Enterprise Content Management, Document Management and Web Content Management with a specific focus on enhancing the usability for the end-users and the operability of the Alfresco platform in multiple scenarios.

The Alfresco software provides a solution for document management, image management, enterprise collaboration, records management, knowledge management and web content management. The Customer acknowledges that the Alfresco software is not owned or maintained by Xenit.

The Customer is interested in working with the Alfred Software, a product developed by Xenit.

Xenit will grant the Customer a subscription right on the Alfred Software according to the following terms and conditions:

THEREFORE, the Parties agree as follows:

Art. 1: Definitions

The following terms used hereafter will have the following meaning:

- 1.1 API Calls: a single request on the service endpoints made from user interfaces or 3rd party application to the Alfred Software.
- 1.2 Agreement: this agreement and all annexes hereto.
- 1.3 Alfred Services: professional services related to the Alfred Software.
- 1.4 Alfred Software: the range of software products developed by Xenit and branded under the shared name

Alfred, comprising of but not limited to a desktop user interface, a web user interface, an import tool, and other software modules that may be made available, which are all intended to interact with the Alfresco Software. The Customer has consulted and understood the functionalities of the Alfred Software on the basis of publicly available documentation.

1.5 Alfresco Software: the software developed by Alfresco Software Ltd. that includes solutions for document management, image management, enterprise collaboration, records management, knowledge management and process management. The Customer has consulted and understood the functionalities of the Alfresco Software on the basis of publicly available documentation.

1.6 Business Partners: other organizations with which Xenit has entered into reseller agreements to sell, and support certain Alfred Software and Services.

1.7 Cores: physical computer processing cores or virtual Central Processing Units (vCPUs), taken into account by Xenit agreements in groups of four Cores. As licensed by Xenit, an initial set of four Cores allows Customer to deploy the Alfred Software on up to four physical cores, or up to four vCPUs, on a single server instance. If Customer purchases eight or more Cores, Customer may deploy the Alfred Software on physical cores or vCPUs equal to the number of Cores it has purchased, without limitation as to the number of server instances upon which they can run. For example, if Customer purchases Alfred Software (with eight Cores), Customer may deploy the Alfred Software on up to eight physical cores, or up to eight vCPUs, on any number of server instances.

1.8 Documents: files transferred to or from the Alfresco Software via or by means of the Alfred Software, irrespective of their content or format, provided that the files are supported by both the Alfresco Software and the Alfred Software.

1.9 Intellectual Property Rights: all intellectual, industrial and other property rights (irrespective of whether these are registered or not), including but not limited to copyrights, related rights, marks, trade names, logos, drawings, models or applications for registration as a drawing or model, patents, patent applications, domain names, knowhow, as well as rights to databases, computer programmes and semi-conductors

1.10 Named User: means an individual who is authorized by Customer to access the Alfred Software and who has been given a unique user name or identifier (regardless of whether the user has actually used those credentials to access the Alfred Software). No more than one individual may use an issued user name or identifier, and the sharing of such credentials is expressly prohibited as a violation of this Agreement.

1.11 Order Form: a document or set of documents that describes the Alfred Software and/or Services that Xenit will provide to Customer (including the applicable subscription rights), and may consist of (a) one or more signed order forms, statements of work, or similar transaction documents, or (b) an order placed by Customer with a Business Partner.

1.12 Subscription Right: the right granted to the Customer by Xenit (i) to use the Alfred Software and
Alfred Master Agreement v3.1 (25 June, 2019)

(ii) to obtain support and upgrades in relation to such Software during the Subscription Period.

1.13 Subscription Period: the defined period of time of the Subscription as set forth in an Order Form.

1.14 Taxes: any form of sales, use, value added or other form of taxation and any fines, penalties, surcharges or interest, but excluding any taxes based solely on the net income of Xenit.

Art. 2 : Subject of the Agreement

2.1 The Agreement determines the terms and conditions according to which Xenit grants Subscription Rights on the Alfred Software to the Customer.

Art. 3 : Subscription right

3.1 Subject to Customer's compliance with this Agreement, Xenit grants to Customer, during the Subscription Period: (a) a non-exclusive, non-transferable, non-sublicensable license to use, copy, test, and modify the Alfred Software as identified in the Order Form, solely for Customer's own internal business use and limited to the number or type of Cores, Named Users, Documents and/or API Calls designated in the Order Form, as applicable; (b) the rights in the third-party open source software provided with the Alfred Software, which rights are set forth in the applicable third-party licenses; and (c) a non-exclusive, non-transferable, non-sublicensable license to use the Alfred Software on additional Cores for the purpose of backup and disaster-recovery purposes.

3.2 The Customer shall not have the right to sublicense or transfer the Subscription Right to any third party without the prior written consent of Xenit in each individual case.

3.3 The Customer recognises that all Intellectual Property Rights attached to the Alfred Software, including all portions, copies or modification of it, are vested with Xenit or a third party that Xenit has entered into an agreement with. The Customer does not acquire any right or title to the Alfred Software except the Subscription Right as specified hereunder or via the applicable Order Form. Xenit recognises that all Intellectual Property Rights attached to the Documents are vested with the Customer or a third party that the Customer has entered into an agreement with. Xenit does not acquire any right or title to the Document except to process them as required for the performance of this Agreement.

3.4 The Customer will observe Xenit's Intellectual Property Rights at all times and make all reasonable efforts to protect said rights. The Customer will immediately inform Xenit of any infringement of Xenit's Intellectual Property Rights by third parties of which it becomes aware

Art 4 : Representations and Warranties

4.1 Xenit represents and warrants that: (a) it will use reasonable skill and care in providing contracted Support; (b) the Support will be performed in a professional and workmanlike manner by qualified personnel; (c) it has the authority to enter into this Agreement with User; and (d) Xenit has taken commercially reasonable measures to ensure the Software does not, at the time of delivery to User, include malicious mechanisms or code designed to damage or corrupt the Software.

4.2 Except as expressly provided in section 4.1 Xenit does not guarantee that the use of the software or support will be uninterrupted, error free, or that Xenit will correct all software errors. customer's exclusive remedy and Xenit's entire liability will be to undertake commercially reasonable efforts to remedy the support deficiency, supply a temporary fix, or make an emergency bypass. if Xenit cannot substantially correct a breach in a commercially reasonable manner, user may terminate the relevant software subscription and receive a pro rata refund of fees paid for the remaining subscription period as of the effective date of the termination.

4.3 The Customer must inform Xenit as soon as possible by any appropriate means on any problem or incident that occurs while using the Alfred Software. The Customer shall provide Xenit with all useful and necessary information in order to enable Xenit to solve the malfunctioning in the Alfred Software.

4.4 During the Subscription Period Xenit shall provide the support services specified in Annex A to the Customer for problems due to a malfunctioning of the Alfred Software.

4.5 Xenit's Alfred subscription does not preclude the Customer from using third party providers to support or manage their Alfresco environment. However, when Xenit is not providing managed services for the Alfresco environment at the customer, our Alfred subscription only provides support, maintenance, error correction and operational assistance for the Alfred software suite. Other providers working for the Customer may request Xenit's support which will be charged separately on a Time and Material basis.

Alfred Master Agreement v3.1 (25 June, 2019)

If the Customer, even having obtained Xenit's approval, works with other ICT-suppliers, Xenit will not accept any liability for the (results of the) work of these ICT-suppliers, nor for the integration of this work with the Alfred Software.

4.6 The Customer will allow Xenit access to its premises and/or IT infrastructure, if this access is useful for Xenit to analyze or solve problems or incidents that have occurred in relation to the Customer's use of the Alfred Software.

Art. 5 : Updates and new versions

5.1 Xenit shall provide the Customer with all updates and new versions of the Alfred Software to be developed during the Subscription Period.

Art. 6 : Subscription fee

6.1 The Customer shall pay a subscription fee to Xenit for the Subscription Right that has been granted.

6.2 The amount of the subscription fee is determined in the Order Form. Prices are fixed for the first year of the Subscription Period (as determined in the Order Form. Additional Subscription Rights and renewals are always at the then current prices and support conditions. Subscription prices may change from time-to-time and will be communicated to the Customer with 2 months prior notice.

6.3 The subscription fee will be due and payable as of the moment of receipt of an Order Form from the Customer, at which time Xenit will issue an invoice to the Customer for the amounts indicated in the Order Form. Customer will pay such Fees no later than thirty (30) days from the date of the invoice. New invoices will be issued at the anniversary of the subscription fee as indicated in the Order Form, at the then current prices.

6.4 The Subscription Right granted under clause 3.1 is strictly conditional upon the full payment of the subscription fee.

6.5 Taxes. All Fees are exclusive of Taxes. The Customer will pay Xenit an amount equal to any Taxes arising from or relating to this Agreement or an applicable Order Form which are paid by or are payable by Xenit. If the Customer is required to withhold or deduct any portion of the payments due to Xenit, the Customer will increase the sum payable to Xenit by the amount necessary so that Xenit receives an amount equal to the sum it would have received had the Customer made no withholdings or deductions.

Art 7. Reporting and records

7.1 Reporting. Customer will notify Xenit promptly if the actual number of Cores, Named Users, Documents and/or API Calls (or any other parameters indicated in the Order Form) exceeds the number for which Customer has paid the applicable Fees. In its notice, Customer will include the number of additional Cores, Named Users, Documents and/or API Calls (or other relevant parameters) and the date(s) on which the Alfred Software was first used on such volumes. Xenit will invoice Customer for the applicable Fees and Customer will pay such Fees no later than thirty (30) days from the date of the invoice.

7.2 Records Retention. Customer will maintain accurate records necessary to verify the number of Cores, Named Users, Documents and/or API Calls. Upon Xenit's written request, Customer will provide Xenit with such records within ten (10) business days. If Customer has more Cores, Named Users, Documents and/or API Calls than Customer has paid for, Customer will immediately pay Xenit the applicable per unit rate for such Cores, Named Users, Documents and/or API Calls.

7.3 Acceptable Use Policy. Xenit, as the provider of Alfred, reserves the right to verify whether the customer's usage of our software falls within the parameters of the subscription. Customers must provide Xenit at all times with up to date information to verify that usage of our software is in compliance with the terms of the subscription, using one of the following frameworks: (a) Customers can send us information about their usage statistics yearly by sending us verified usage statistics of Alfresco. (b) If no information is sent proactively by the customer, Xenit can request from the customer to provide any information which is needed to verify usage of its software (c) Lastly, the customer can agree to have Alfred's Edge component send well defined and agreed usage data back to Xenit. Edge performs this automated audit by sending a digitally signed e-mail to the end user and Xenit, once per year. The email will show (a) the number of active users on the platform, and (b) the amount of API calls that have been made since the last email audit. Xenit does not require or collect any personal identifiable data, metadata, or document data as a part of its audits, and asks all customers to ensure that they do not send us such data if they communicate with Xenit in the context of an audit. All audits will be compliant with GDPR. We require only aggregate technical data for usage metrics. Xenit reserves the right to deploy technical measures and communication systems within the software purchased by the customer – including Alfred Master Agreement v3.1 (25 June, 2019)

automated data collection and call-back functions – that allow Xenit to verify compliance. However, apart from such measures and systems, audits on customer premises or on customer-controlled systems will only be carried out with the guidance and approval of the customer.

Art. 8 : Use of Customer as commercial reference

8.1 Neither Party will, without the other Party's prior written consent, make any news release, public announcement, denial or confirmation of this Agreement, its value, or its terms and conditions, or in any manner advertise or publish the fact of this Agreement.

8.2 Notwithstanding the above, Xenit may use Customer's name and logo, consistent with Customer's trademark policies, on Xenit's customer lists as published in on-line and off-line publications.

Additionally, Customer agrees to make representatives available, on an occasional basis, to serve as a non-public reference to prospective Xenit customers to discuss Customer's experience working with Xenit.

8.3 Customer also agrees to work with Xenit in developing and publishing occasional case studies and press releases that describe its use of the Alfred Software.

Art. 9 : Representations of the Customer

9.1 The Customer represents and warrants that it will not remove or alter any copyright or trademark notice in the Alfred Software.

9.2 The Customer represents and warrants that each and any of its users shall use the Alfred Software in accordance with the terms of this Agreement, and more in particular in accordance with the Subscription Right. The Customer takes full responsibility for its users.

9.3 The Customer represents and warrants that it has obtained all necessary licences for the Alfred Software it intends to use (the Alfresco Software included).

9.4 The Customer represents and warrants that nothing (neither a legal obligation, nor any prior contractual obligation towards any third party) prevents it from entering into or performing the Agreement.

9.5 The Customer represents and warrants to comply with all applicable data protection regulations that impose obligations on controllers of personal data, such

as the obligations to inform the data subjects of the processing, to assess the security measures in the light of the sensitivity of the personal data in question, to file the processing with data protection authorities etc. Xenit, as identified in this Agreement, will only process the Customer's personal data as a data controller if and when required for the performance of the Agreement, including specifically for the purposes of the lawful management and execution of the Agreement.

9.6 The Customer will hold Xenit harmless against all claims of third parties based on an (alleged) infringement of the representations in this article.

Art. 10 : Liability

10.1 Except to the extent of wilful misconduct, neither Party shall be held liable for any consequential damage such as loss of expected profit, reduction in turnover, increased operational costs, loss of clients, loss of data etc., suffered by the other Party, or for third party claims against the other Party, arising from an error or negligence of the first Party relating to the Agreement.

10.2 In the event that the Alfred Software would infringe any third party Intellectual Property Rights, the Customer's sole remedy will be, and Xenit will at its option:

- obtain the right for the Customer to continue to use the Alfred Software,
- modify the Alfred Software so that it is non-infringing, or
- refund the Customer's money paid under this Agreement.

In the event of a claim, the Customer must promptly notify Xenit in writing.

10.3 In any other case Xenit's liability will be limited to 50% of the Annual Subscription fee effectively paid for a given period by the Customer in connection with the Subscription Right giving rise to the claim, in the proportion of the Cores, Named Users, Documents and/or API Calls affected by the damage.

Art. 11 : Confidentiality

11.1 Each Party hereby explicitly recognizes that all information received from the other Party during the performance of the Agreement, any source code of the Alfred Software included, is confidential. Each Party shall not disclose this information to any third party or use it for other purposes than the performance of this

Agreement, without the prior written consent of the other Party.

11.2 The confidentiality obligation does not apply to information which:

- a) is in the public domain at the time of disclosure;
- b) becomes part of the public domain after disclosure otherwise than through an act or omission of, or breach of this Agreement by the Recipient;
- c) was in the possession of the Recipient in written or other documentary form already at the time of disclosure without any restriction on disclosure and was not acquired directly or indirectly from Disclosing party;
- d) is disclosed to the Recipient from a third party who has the right to make such disclosure; or
- e) is independently developed by Recipient prior to this Agreement or is independently developed by Recipient without any use of information provided by the Disclosing party;

The Recipient shall have the burden of proof as to any claimed exception to the obligations of confidentiality and non-use provided herein

11.3 The provisions of this section remain applicable for a period of 5 years following the termination or expiration of this Agreement.

Art. 12 : Duration of the Agreement

12.1 The Agreement shall become effective on the date of signing of the Agreement and remain in force and effect for the Subscription Period as indicated in the Order Form.

12.2 This Agreement is tacitly renewed for as long as any Order Form is still outstanding (i.e. as long as the Customer derives Subscription Rights under an Order Form that was concluded under this Agreement).

A renewal is always subject to the then current prices.

Art. 13 : Termination of the Agreement

13.1 Each Party may immediately and without giving prior notice or having to pay compensation, terminate the Agreement based on a serious failure of the other Party to perform.

A serious failure to perform shall include:

- (i) the commission of an offence by the other Party inside or outside the framework of the Agreement;
- (ii) the inability of the other Party to comply with the provisions of this Agreement within 30 calendar days of the receipt of a notice of default by registered letter;
- (iii) the liquidation or court composition of the other Party;
- (iv) regular payment problems of the Customer (i.e. when at least two of Xenit's invoices have not been paid on their due date by the Customer).

13.2 Each cancellation or termination of this Agreement, regardless of the reason, must be notified by registered letter.

Art. 14 : Consequences of termination

14.1 In case of termination of this Agreement for any reason whatsoever the Customer shall immediately cease to use any Alfred Software or any rights or information obtained under this Agreement.

14.2 Article 3.3 and 3.4 and article 11 will survive the termination of the Agreement.

Art. 15 : Applicable law and jurisdiction

15.1 The validity, interpretation, and implementation of this Agreement shall be governed by Belgian law.

15.2 All disputes with respect to the Agreement shall be submitted to the competent Court in Brussels.

Before instituting a procedure before the Court, Parties will, however, attempt to negotiate in good faith in order to reach an out-of-court settlement.

Art. 16 : Miscellaneous

16.1 This Agreement forms the entire Agreement between the Parties concerning the subject stated above. All Appendices attached to this Agreement, if any, form an integral part of the Agreement and are subject to the provisions of the Agreement. This Agreement replaces and annuls any prior written or oral understanding, agreement, offer, correspondence or proposal regarding the subject stated above. Any adjustment or amendment of this Agreement will only be binding upon Parties if agreed upon in writing and duly signed by both Parties.

16.2 Should any provision of this Agreement, or the implementation thereof, be void or unenforceable, the other provisions will not be affected by this and remain in full force and effect. In this case Parties, within the limits of the applicable law, will draft a new stipulation that meets the objectives intended by the void or unenforceable stipulation, and include this as an appendix to this Agreement.

16.3 Each Party is strictly prohibited from transferring the rights and obligations arising from this Agreement, in part or in whole, to a third party, without the other Party's express prior written approval.

16.4 A failure in the performance of their obligations under this Agreement cannot be attributed to a Party if the failure is caused by circumstances beyond the reasonable control of said Party such as fire, flood, strikes, labour unrest or other disruptions of the economy, unavoidable accidents, embargos, blockades, legal restrictions, riots, government measures, non-availability of means of communication, terrorist attacks, war, etc.

16.5 Each Party shall bear its own costs of the conclusion and the implementation of this Agreement.

16.6 Any notice required to be given hereunder shall be by telefax to the numbers indicated hereunder, or if provided explicitly by this Agreement, by registered letter, to the Parties at the addresses referred to hereunder or any other address as either Party may from time to time indicate to the other Party.

To Xenit:

Address: Xenit Solutions bvba
Diestsevest 32 B4A,
B-3000 Leuven, Belgium n
Belgium
Attn: Director
Telefax: +32 16 891800

To the Customer:

As defined in the Order form

A notice shall be deemed to be given (i) on the third business day after mailing such registered letter or (ii) on the day that such telefax is received or (iii) upon confirmed delivery by a commercial express carrier.



Annexes:

Annex A: Support Services

Annex B: Order Form

Annex A: Support Services

1. Definitions.

“Error” means either (a) a failure of the Alfred Software to conform to the specifications set forth in the Documentation, resulting in the inability to use, or restriction in the use of, the Alfred Software, and/or (b) a problem requiring new procedures, clarifications, additional information and/or requests for product enhancements.

“Major Releases” means generally commercially released major new releases, modifications or enhancements to the Alfred Software, as designated by a change in the number to the left of the decimal in the version number.

“Maintenance Releases” means generally commercially released code corrections, patches, updates and minor version releases of the Software, as designated by a change in the number to the right of the decimal in the version number.

“Update” means either a software modification or addition that, when made or added to the Alfred Software, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Alfred Software, eliminates the practical adverse effect of the Error on Customer.

“Upgrade” means a revision of the Alfred Software released by Xenit to its end user customers generally, during the Support Services Term, to add new and different functions or to increase the capacity of the Alfred Software. Upgrade does not include the release of a new product or added features for which there may be a separate charge.

“Support Services Term” means the duration of the Term as defined in the Subscription Right.

2. Xenit Support Services. Xenit offers both Alfred Product Support and Alfred Developer Assistance.

a. Alfred Product Support is included in the Alfred Software Subscription (i.e., the licence granted in Art 3 of the Agreement), and includes all Major Releases and Maintenance Releases, email and telephone support with a four-business hour response SLA, excluding published Belgian holidays. These Xenit Product Support cases do not include Alfred Developer Assistance, which might include, but is not limited to, Customer’s customizations of the Alfred Software or Customer’s integrations of the Alfred Software with Customer developed or third-party developed software. In an Order, Customer may opt to select Alfred Developer Assistance in addition to the Alfred Product Support. Unless otherwise stated, all Xenit Support Services are offered during normal business hours (9:00 AM - 5:00 PM, Monday – Friday Central European Time (GMT +1)). The table below summarizes the Alfred Product Support Services commitment at different levels.

Support Level	Support Hours		Response Time SLA	Issue Logging Method	
	Issue Severity	Support Center Hours		Phone	Email
Starter	1	9-5 local center	8 business hours	Y	Y
Business	2	9-5 local center	4 business hours	Y	Y
Enterprise	3	9-5 local center	2 business hours	Y	Y

b. Alfred Developer Assistance. Upon payment for Developer Assistance, Xenit will support all modifications to the Alfred Software that Customer contributes to Xenit and that Xenit, at its sole discretion, opts to include in the Alfred Software. Xenit also agrees to assist Customer with modifications that are not accepted back into the Xenit

standard code base, by providing its best efforts to support said modifications. Customer acknowledges that such Customer modifications may cause the Alfred Software to not function properly. Support of Customer modified solution will be subject to separate agreements Xenit will provide its best efforts to assist Customer in modifying the Alfred Software in such a

way as to ensure it functions according to Customer's requirements. Developer Assistance is provided on a two-business weeks response time, regardless of the level of Alfred Product Support purchased, from the hours 8:00 AM until 5:00 PM Greenwich Mean Time + 1.

3. Updates. Xenit will make commercially reasonable efforts to provide an Update designed to solve or bypass a reported Error. If such Error has been corrected in a Maintenance Release, Customer must install and implement the applicable Maintenance Release; otherwise, the Update may be provided in the form of a temporary fix, procedure or routine, to be used until a Maintenance Release containing the permanent Update is available.

4. Customer shall provide all information and support, regarding its network environment, hardware, and Alfresco configuration, to enable Xenit to diagnose the cause of the problem. Support provided to solve issues not related to Alfred Software functionality will be charged at the then current rate. This also applies for end-user questions and administration questions not related to any technical problem in Xenit standard software.

Customer shall reasonably determine the priority level of Errors, pursuant to the following protocols:

Severity	Production environment	Development environment	Xenit reaction
Level 1	(i) production system is severely impacted or completely shut down, or (ii) system operations or mission critical applications are down.	(iii) an application is in final testing, facing a critical time frame of going into Production Use and is severely impacted or (iv) entire development efforts are blocked	Xenit promptly initiates the following procedures: (1) assigns specialist(s) to correct the Error on an expedited basis; (2) provides ongoing communication on the status of an Update; and (3) begins to provide a temporary workaround or fix.
Level 2	(i) the production system is functioning with limited capabilities, or (ii) is unstable with periodic interruptions, or (iii) mission critical applications, while not being affected, have experienced material system interruptions.	(iv) there is a time sensitive question impacting performance or deliverables, or (v) a major subsystem under development is blocked	Xenit assigns a specialist to begin an Update, and provides additional, escalated procedures as reasonably determined necessary by Xenit Support Services staff. Xenit exercises commercially reasonable efforts to provide a workaround or include a fix for the Severity 2 Issues in the next Maintenance Release.
Level 3	(i) are issues in fully operational production systems, (ii) is a need to clarify procedures or information in documentation, or (iii) is a request for a product enhancement	(iv) there are errors in system development that may impact performance deliverables, (v) a need to clarify procedures or information in documentation, or (vi) a request for product enhancement.	Xenit may include an Update in the next Maintenance Release.

5. Maintenance Releases and Upgrades. During the Support Services Term, Xenit shall make Maintenance Releases and Upgrades available to Customer if, as and when Xenit

makes any such Maintenance Releases or Upgrades generally available to its customers. If a question arises as to whether a product offering is an Upgrade or a new product or feature, Xenit's opinion will prevail,



provided that Xenit treats the product offering as a new product or feature for its end user customers generally.

6. Conditions for Providing Support. Xenit's obligation to provide Support Services is conditioned upon the following:

- (a) Customer makes reasonable efforts to correct the Error after consulting with Xenit;
- (b) Customer provides Xenit with sufficient information and resources to correct the Error either at Xenit's Customer Support Center and/or via remote access to Customer's site, as well as access to the personnel, hardware, and any additional software involved in discovering the Error;
- (c) Customer promptly installs all Maintenance Releases; and
- (d) Customer procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Alfred Software.

7. Technical Support Contacts. The Xenit Customer Support Center will provide email support to up to two (2) designated contacts, as identified in the Order Form, who will develop, maintain or support Customer's application that use the Alfred Software ("Technical Support Contacts"). Customer may modify its designated Technical Support Contacts at any time during which Customer is authorized to receive Support Services. Technical Support Contacts will be the only interface to the Xenit Customer Support Center. In an emergency, a Xenit Customer Support Engineer will begin working on an Error for an unauthorized contact on an exception basis subject to later verification and involvement of a named Technical Support Contact.



8. Exclusions from Xenit's Support Services. Xenit is not obligated to provide Support Services in the following situations:

- (a) the Alfred Software has been changed, modified or damaged (except if under the direct supervision of Xenit and if Customer has purchased Development Support);
- (b) the Error is caused by Customer's negligence, hardware malfunction or other causes beyond the reasonable control of Xenit;
- (c) the Error is caused by third party software not licensed through Xenit;
- (d) Customer has not installed and implemented Maintenance Release(s) so that the Alfred Software is a version supported by Xenit; or
- (e) Customer has not paid the Support Services fees when due.

9. Termination of Support Services. Xenit reserves the right to discontinue the Support Services should Xenit, in its sole discretion, determine that continued support for any Software is no longer economically practicable. Xenit will give Customer at least three (3) months prior written notice of any such discontinuance of Support Services and will refund any unaccrued Support Services fees Customer may have prepaid with respect to the affected Software. Xenit shall have no obligation to support or maintain any version of the Alfred Software or operating system except (i) the then current version of the Alfred Software and operating system, and (ii) the immediately preceding version of the Alfred Software and operating system for a period of six (6) months after it is first superseded. Xenit reserves the right to suspend performance of the Support Services if Customer fails to pay any amount that is payable to Xenit under the Agreement within thirty (30) days after such amount becomes due.

Annex B: Order Form

The Order Form contains following information:

- Reference to this Alfred Master Agreement
- Billing information on the ordering party
- Shipping information on the end customer
- Description on the Alfred Software modules ordered
- Metric and volume ordered
- The Subscription Period