

YUMAWORKS, INC.
ANNUAL SUPPORT AGREEMENT

This ANNUAL SUPPORT AGREEMENT (the “Agreement”) is made as of the purchase date (the “Effective Date”), between YumaWorks, Inc. (“YumaWorks”), a California corporation that may be contacted at:

YumaWorks, Inc.
274 Redwood Shores Parkway #133
Redwood City, CA 94065

and the designated end user customer or Customer Group specified on the purchase order (“Customer”).

Customer and YumaWorks hereby agree as follows:

1. YUMAWORKS PRODUCTS

Pursuant to the YumaWorks License Agreement executed as of the purchase date (the “License Agreement”), Customer has licensed from YumaWorks the right to use the Licensed Software as defined in the License Agreement.

2. DEFINITIONS

2.1. Error

A reproducible failure of the Licensed Software to perform in substantial conformity with the Licensed Software specifications set forth in the corresponding User's Guide.

2.2. Initial Support Term

The one year period following the Effective Date of this Agreement.

2.3. Major Enhancement

Any major functional revision to the Licensed Software (designated by a renumber major release number such as 13.04 to 13.10) released by YumaWorks during the initial Support Term or any Renewal Support Term.

2.4. Minor Enhancement

Any minor release, update, modification or “bug fix” (designated by a renumbered minor release number such as 13.04-1 to 13.04-2) which does not provide materially new functionality, as determined by YumaWorks, in its sole discretion, and made generally available to YumaWorks' customers.

2.5. Renewal Support Term

A successive one-year renewal term following the Initial Support Term agreed upon by the parties pursuant to Section 7.1.

2.6. Support Times

The hours of each day and the days of each week set forth in Schedule 1 hereto.

2.7. Business Hours

Synonymous with Support Times.

2.8. Customer Group

The business unit, division, department, or other sub-group within Customer to which the Agreement will apply. Typically this means a group of 1 to several to some limited number of engineers working together. In any case, the scope of this Support Agreement is limited to that group within Company specified by the Purchase Order.

2.9. Functional Specification

A document written by YumaWorks or Customer specifying desired changes to operation of software specified in the License Agreement, as well as detailed information on how the changed behavior can be verified. Alternatively, if some other activity is requested (for example, training, design, and/or documentation), a similar written document will be required from Customer detailing the nature of what information is to be covered and/or conveyed.

YumaWorks will at its sole discretion determine when the Functional Specification is sufficiently detailed to begin work on a corresponding Design Document. Following acceptance of a Functional Specification, YumaWorks will provide a good faith estimate of the number of man hours that may be required to complete generation of a corresponding Design Document. However, in doing so, YumaWorks will incur no obligation nor make any guarantee that the work can be completed in this time frame.

2.10. Design Document

A written plan detailing how functionality specified in a Functional Specification might be implemented.

YumaWorks will at its sole discretion determine when the Design Document associated with a Functional Specification is sufficiently detailed to begin work on its implementation.

2.11. Training

Documentation and/or slide-based presentations designed to convey technical information about how software covered by the License Agreement works and/or is designed.

2.12. Customer Group

A group of 1 to several engineers or other group which represent Customer on behalf of this Support Contract, as specified on the associated purchase order.

2.13. Customer Primary Support Contact

Engineer or other Customer employee who is the Customer Group primary point of contact for support questions directed at YumaWorks Support. All support related communications from a Customer Group to YumaWorks will funnel through this individual. An Alternate Support Contact may be designated by Customer to fulfill the Primary Support Contact role when the Primary Support Contact is not available.

3. SOFTWARE SUPPORT

3.1. Software Support Services

During the Initial Support Term and any Renewal Support Term, YumaWorks shall render the support services set forth in Section 5, and this section to Customer subject to: (i) Customer's payment of the support fees described in Section 5 as well as the service level selected in Table 1, and (ii) Customer's compliance with its obligations set forth in Section 4 and elsewhere in this Agreement.

3.2. Services

The support services to be provided by YumaWorks pursuant to this Agreement are defined as follows:

a) Phone Support (Help Desk)

YumaWorks will provide Customer with reasonable help desk assistance during the Support Times, regarding the installation and implementation of the Licensed Software and the identification, diagnosis, and correction of Errors. Reports may be submitted at any time but may be recorded via Voice-mail if all lines are busy and/or outside of the Support Times. YumaWorks will attempt to resolve any support questions posed by Customer. If YumaWorks determines that it would be appropriate to do so, YumaWorks may defer resolution of a support question until a later time. At its discretion, YumaWorks may provide Customer with help desk support during times other than the Support Times and/or beyond the maximum number of monthly usage limits at YumaWorks' then standard rates. Customer shall be responsible for paying charges for such additional help desk support.

YumaWorks will not be held responsible for access problems related to its Phone and/or Voice-mail provider(s). Phone support can be reached at (408) 716-0466.

b) Email Support (Email Help Desk)

YumaWorks will provide Customer with reasonable help desk assistance via Email during the Support Times, regarding the installation and implementation of the Licensed Software and the identification, diagnosis, and correction of Errors. YumaWorks will

attempt to resolve any support questions posed by Customer. If YumaWorks determines that it would be appropriate to do so, YumaWorks may defer resolution of a support question until a later time. At its discretion, YumaWorks may provide Customer with help desk support during times other than the Support Times and/or beyond the maximum number of monthly usage limits at YumaWorks' then standard rates. Customer shall be responsible for paying charges for such additional help desk support.

YumaWorks will not be held responsible for access problems related to its Email provider. Email support can be reached at **support@yumaworks.com**.

c) Website Technical Information

YumaWorks will provide Customer with access to technical information via YumaWorks' website at www.yumaworks.com. Web access times will be as set forth in Schedule 1. However, YumaWorks reserves the right to take the web site down for periodic maintenance. Maintenance window times will be posted on the web site.

YumaWorks will not be held responsible for access problems caused by its website provider.

d) Problem Escalation

YumaWorks can and will, at its own discretion prioritize work on all problems in escalated state for all customers.

e) Minor Enhancements

YumaWorks will provide Customer with copies of all Minor Enhancements at no additional cost to Customer.

f) Major Enhancements

Major Enhancements for the Licensed Software are not included under this Agreement. YumaWorks may, but is not obligated to, offer Major Enhancements at no additional cost or at a reduced fee to Customer.

g) Services Ownership

YumaWorks shall retain ownership of all intellectual property created under Services for Customer.

3.3. Procedures for Error Correction Services

a) Notification

To obtain Error correction services, Customer must notify YumaWorks immediately of any suspected Error and must provide YumaWorks with reasonable detail of the nature of and circumstances surrounding the Error.

b) Remote Diagnostics

YumaWorks may perform remote diagnostics to determine the existence and nature of the Error.

c) Error Correction

YumaWorks will make reasonable commercial efforts to correct and resolve Errors that Customer reports to YumaWorks and which YumaWorks is able to reproduce. Customer will promptly provide YumaWorks with all information requested by YumaWorks to reproduce such Errors. For each such Error, YumaWorks will use reasonable commercial efforts to provide Customer with a work-around, a software patch or, if YumaWorks is unable to provide Customer with either of the foregoing, a specific action plan for addressing the Error, including a good faith estimate of the time required to correct and resolve such Error.

3.4. Response Times

YumaWorks will use reasonable commercial efforts to communicate with Customer, by telephone or e-mail, within the following targeted response times, regarding Errors that Customer reports to YumaWorks, during the Support Times; for purposes of this Agreement, a “response” means YumaWorks' acknowledgment of an Error, and does not necessarily mean that a resolution will be achieved.

a) YumaWorks can and will, at its own discretion prioritize work on all problems in escalated state for all customers.

b) Failure Description

- Catastrophic Impact
 - Licensed Software functionality not operational (system crash and/or data loss)
 - Response Time: One working day
- Severe Impact
 - Errors that result in a lack of Licensed Software major functionality or that cause intermittent system failure.
 - Response Time: One working day
- Moderate Impact
 - Errors that cause Licensed Software features to consistently malfunction.
 - Response Time: 3 working days
- Minor Impact
 - Errors that cause Licensed Software features to malfunction but do not affect

- overall usability.
- Response Time: 5 working days
- Cosmetic
 - Errors that cause attributes and/or options of utility programs not to operate in accordance with specifications
 - Response Time: Next Licensed Software minor release

3.5. Failure Priority Assignment

YumaWorks can and will, at its own discretion prioritize work on all problems in all states across all customers. In general, more severe problems will get higher priority, and within a given priority level, higher support levels will be given priority.

3.6. Limitations on YumaWorks' Support Obligation

Notwithstanding anything to the contrary elsewhere in this Agreement, YumaWorks will have no obligation to provide any support services to Customer if:

- a) Such support relates to or involves malfunction of any products, data features, devices, or equipment in violation of Section 4.1.
- b) A third party has altered or modified any portion of the Licensed Software in any manner without the prior written consent of YumaWorks.
- c) Customer has not installed or used the Licensed Software in accordance with instructions provided by YumaWorks.
- d) Customer has failed to replace earlier versions of the Licensed Software with Enhancements provided to the customer.
- e) A party other than YumaWorks (or a party authorized by YumaWorks) has serviced the Licensed Software and the Licensed Software no longer conforms to its specifications
- f) Customer is not in full compliance with the other terms of this Agreement, the terms of the License Agreement, or any other agreement between YumaWorks and Customer.

3.7. Hardware

YumaWorks' support obligations under this Agreement shall not include electrical work, telephone line work, interconnection works, or the installation or repair of accessories, alterations, parts, or devices not furnished by YumaWorks.

3.8. Additional Services

At its discretion, YumaWorks may provide Customer with additional support services for the Licensed Software not otherwise covered under this section or specifically excluded pursuant to Section 3.4 above, provided that Customer pays YumaWorks for such service at YumaWorks then standard hourly and expense reimbursement rates. Except to the extent specifically otherwise provided in this Agreement, such support service is not included within the terms of this Agreement.

4. CUSTOMER'S OBLIGATIONS

4.1. YANG Data Model Support

Customer must provide valid documentation and/or valid YANG data modules describing the correct operation of all managed entities. Customer acknowledges that invalid operation of customer or 3rd party equipment can prevent YumaWorks from fulfilling its responsibilities as set forth in this agreement. Customer agrees not to hold YumaWorks responsible in such cases.

4.2. Access

During the Initial Support Term or any Renewal Support Term, Customer will provide YumaWorks with detailed problem reports and information on how to reproduce the reported problem, in so far as this is possible, to enable YumaWorks to meet its support obligations as set forth in this Agreement.

4.3. Support Contact

Customer shall designate one employee and one alternate as its "Support Contacts" to be generally available during the Support Times to confer with YumaWorks regarding Errors and other support-related issues. Customer's Support Contacts are identified in Schedule 1. Customer shall notify YumaWorks immediately of any changes in the persons designated as Support Contacts. YumaWorks will provide technical support only to the Customer's Support Contacts.

5. FEES AND CHARGES

5.1. General Fees and Charges

Customer shall pay YumaWorks the fees and charges according to the license agreement for the software package that was purchased.

5.2. Miscellaneous Items

Customer shall bear all costs associated with procuring, installing, and maintaining all equipment, telephone lines, and communications interfaces necessary for Customer to obtain YumaWorks support services.

5.3. Payment Procedures

Customer shall pay YumaWorks the fees and charges using the procedures stated in the

license agreement for the software package that was purchased.

6. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

6.1. Warranty

The support services under this Agreement will be provided in a workman-like manner by individuals who are knowledgeable in the operation of the Licensed Software. All software bug fixes, work-arounds, Error corrections and Enhancements are provided on an “AS IS” basis.

6.2. Disclaimer

Except as provided in Section 6.1, YumaWorks expressly disclaims all other warranties related to the Licensed Software or services provided under this Agreement, whether express or implied, including (without limitation) any warranty of merchantability or fitness for a particular purpose, or non-infringement. YumaWorks does not warrant that all errors will be corrected. YumaWorks shall have no liability to Customer for any liability or damage sustained by Customer as a result of any claim or action brought or asserted against Customer by any third party.

6.3. Maximum Liability

In no event shall YumaWorks' cumulative liability for any claim arising in connection with this Agreement exceed the amount of the total fees and charges paid to YumaWorks by Customer during the twelve (12) months preceding any such claim.

6.4. Consequential Damages

Regardless of whether any remedy set forth in this Agreement fails of its essential purpose, IN NO EVENT SHALL YumaWorks BE LIABLE TO Customer FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY KIND AND HOWEVER CAUSED, EVEN IF YumaWorks KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

6.5. Indemnification

Customer shall indemnify and hold harmless YumaWorks, its respective employees, officers, directors, shareholders and agents (collectively, the “Indemnatee”) and hold the Indemnatee harmless against any and all losses, costs (including court costs and reasonable attorneys' fees), damages, settlements, suits, actions, expenses, liabilities, and claims sustained by the Indemnatee arising out of or resulting from any material breach by Customer of the terms and conditions of this Agreement.

7. TERM AND TERMINATION

7.1. Term

This Agreement will commence on the Effective Date and continue in effect during the Initial Support Term. This Agreement will automatically renew for successive, one (1) year

Renewal Support Terms unless terminated by either YumaWorks or Customer in accordance with this section, subject to Customer's payment of the applicable fees pursuant to Section 5 above.

7.2. Termination for Convenience

If at any point, either party decides not to renew this Agreement, it shall provide the other party written notice of its intention not to renew at least thirty (30) days prior to the end of the Initial Support Term or the then-current Renewal Support Term, as the case may be.

7.3. Additional Termination Rights

This Agreement may be terminated as follows:

a) License Agreement

This Agreement shall immediately and automatically terminate upon the termination of the License Agreement.

b) For Breach

Either YumaWorks or Customer may terminate this Agreement immediately upon the occurrence of an uncured breach by the other party of a material provision of this Agreement. An uncured breach is a breach that the breaching party has not corrected to the non-breaching party's reasonable satisfaction within thirty (30) days after the non-breaching party has provided the breaching party with written notice specifying details of the breach.

c) Financial Condition

Either party may terminate this Agreement on the occurrence of the filing of a petition or seeking of relief under applicable bankruptcy or insolvency laws by or against the other party.

7.4. Post-Termination Responsibilities

Following termination of this Agreement, YumaWorks will invoice Customer for all accrued fees and charges and all reimbursable expenses, and Customer shall pay the invoiced amount within 30 days upon receipt of such invoice.

8. NOTICES

8.1. Notice

Unless otherwise specified in this Agreement, all notices shall be in writing and shall be emailed to **info@yumaworks.com**, or mailed (via registered or certified mail, return receipt requested), telecopied, telegraphed, delivered by a nationally recognized express courier service, or personally delivered to the other party at the address set forth below (or at such other address as either party may designate in writing to the other party). All notices will be

effective upon receipt.

For YumaWorks:

YumaWorks, Inc.
Legal Department
274 Redwood Shores Parkway #133
Redwood City, CA 94065

Email: support@yumaworks.com

For Customer: To the electronic mail address on file.

9. GENERAL

9.1. Amendment

No amendment of this Agreement shall be effective unless in a writing specifically referencing this Agreement and signed by the duly authorized representative of both parties.

9.2. Assignment

Except as set forth herein, this Agreement shall not be assigned by YumaWorks or Customer without the prior written consent of the other party. Notwithstanding the foregoing, YumaWorks shall be allowed to assign this Agreement to any successor entity by way of merger, acquisition, purchase of all or substantially all of its assets, or operation of law, provided that such successor agrees in writing to be bound by the terms of this Agreement.

9.3. Choice of Law

The validity, construction, and enforcement of this Agreement, and the determination of the rights and duties of the parties, shall be governed by the laws of the State of California exclusive of any choice of law provisions.

9.4. Headings

The headings in the Agreement are for convenience of reference only and shall not be used for the construction or interpretation of this Agreement.

9.5. Entire Agreement

This Agreement, together with the attached Schedules and Tables, constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous statements or agreements with respect to such subject matter are superseded by this Agreement.

9.6. Force Majeure

Except for making payments, should either party fail to perform or should its performance under this Agreement be delayed by any factor beyond the reasonable control of the delayed party, then the time for performance of the delayed party shall be extended by a period of

time equal to the duration of such delay provided that the parties work diligently to minimize any such delay.

9.7. Severability

A holding by a court of competent jurisdiction that one or more of the provisions contained in this Agreement is unenforceable in any respect shall have no effect on the validity of any of the remaining provisions of this Agreement.

9.8. Time Limitation

No action arising out of the performance of services by YumaWorks under this Agreement may be brought by Customer more than one (1) year after such cause of action arose.

9.9. Waiver

Waiver by any party of the breach of any provisions of this Agreement by the other party shall not be construed as a continuing waiver of such provision or a waiver of any other breach of any other provision of this Agreement. To be enforceable, a waiver must be in writing and signed by the waiving party.

SCHEDULE 1

Support Times and Support Contact

(1) Support Times

The Support Times as provided in Section 2.6 are as follows:

Monday through Friday, 10:00 AM through 6:00 PM (Pacific Time), excluding the following holidays:
New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day,
Day after Thanksgiving, and Christmas week.

Note that monthly usage unit limitations may also apply as defined by Support Levels in Table 1.

(2) Support Contact

The Customer's Support Contact and Alternate Support Contact (as required by Section 4.3) including name, location, phone number, and email address must be current and on file.