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**EXAMPLE Inc License Agreement**

MASTER TERMS & CONDITIONS FOR LICENSE

THESE EXAMPLE INC MASTER TERMS & CONDITIONS FOR LICENSE (THESE “**LICENSE TERMS**”) ARE PROVIDED BY EXAMPLE INC INC.,(“**EXAMPLE INC**”), TO THE UNDERSIGNED ENTITY WHO BECOMES A LICENSEE OF EXAMPLE INC’ INFORMATION TECHNOLOGY SOLUTIONS UNDER A EXAMPLE INC PRODUCT LICENSING ORDER (“**CUSTOMER**”). AS FURTHER DESCRIBED IN SECTION 1 BELOW, THESE LICENSE TERMS AND EACH PRODUCT LICENSING ORDER FORM A SEPARATE CONTRACT BETWEEN EXAMPLE INC AND CUSTOMER.

1. **License & Terms; Orders.** These License Terms and Exhibit A below govern a fully executed EXAMPLE INC Product License containing the mutually agreed terms and conditions specific to the purchase by Customer (the “**Agreement**”). The effective date of each such Agreement shall be the “Effective Date” specified in Exhibit A (the “**Effective Date**”). All capitalized terms used in these License Terms (other than those grammatically required to be capitalized) shall have the meanings ascribed to them in the Section in which they first appear as indicated by bold type.

1. **The EXAMPLE INC [Product Name].**EXAMPLE INC is the licensor of certain proprietary information technology solutions comprised of the EXAMPLE INC [Product Name], EXAMPLE INC [Product Name] and [Product Name] (each a “**EXAMPLE INC Solution**”; collectively, the “**EXAMPLE INC [Product Name]**”). The EXAMPLE INC [Product Name] is designed to be used on mobile phones and backend administration computers and networking equipment (each a “**Device**”; collectively the “**Devices**”). The EXAMPLE INC [Product Name] can be delivered to Customer by physical medium such as compact disc (“**Disc**”) or via download from EXAMPLE INC ftp site as indicated on each Order. As between EXAMPLE INC and Customer, EXAMPLE INC exclusively retains all intellectual property rights (including patents, trademarks and copyrights), proprietary rights (including trade secrets) and moral rights (including, rights of attribution and authorship) throughout the world in and to the EXAMPLE INC [Product Name] and all of their derivative works and improvements (as each of those terms is defined and applied under Title 17 and Title 35 U.S.C., respectively). No right, title or interest is granted or otherwise transferred to Customer except for the license rights in Section 3.
2. **License Rights.**Exhibit A shall indicate the specific EXAMPLE INC Solution to which Customer is granted rights hereunder and the specific license rights granted to Customer for each EXAMPLE INC Solution indicated (a “**License**”). All Licenses are subject to the terms and conditions of Exhibit A and this software license agreement. Unless otherwise stated in Exhibit A, EXAMPLE INC grants to Customer, in consideration for the payment of all fees as listed in Exhibit A, the non-exclusive, non-transferable and non-sublicensable right and license to load, run and use, solely on equipment and Authorized Devices for the limited purposes for which the software was designed the EXAMPLE INC [Product Name]in object code only. If no license term is specified in Exhibit A, the licenses granted in this Agreement shall have a one year term**.**

* 1. License Conditions & Restrictions. As a condition of each License, Customer is prohibited from: (a) reverse engineering, decompiling or otherwise attempting to create human readable materials from the object code of the EXAMPLE INC [Product Name]; (b) modifying source code such as stored procedures, scripts, or any other interpreted or precompiled form of executable statements (c) allowing use of the object code on or by more than the number of Authorized Devices; (d) using or exploiting EXAMPLE INC [Product Name] to provide business process outsourcing, service bureau, ASP or any other similar or related services to any individual or entity; (e) removing proprietary rights notices, asset tags, brand labels or marks placed on EXAMPLE INC [Product Name], Third Party Software (as defined below) or Equipment; (f) modifying or creating derivative works of the EXAMPLE INC [Product Name]; and (g) exporting EXAMPLE INC [Product Name] in violation of any U.S. export law or regulation. In addition, if Customer is required to provide any regulatory body with use or access to the EXAMPLE INC [Product Name], the Third Party Software or the Equipment, then such use and access shall be subject to this Section and the confidentiality obligations of Customer and all items so provided or accessed shall bear the legend “Restricted Rights” and “Trade Secret Property of EXAMPLE INC” in addition to all other notices; *provided*, however, if Customer’s compliance with this Section would, in the opinion of Customer’s legal counsel, result in Customer’s violation of a law, governmental agency request, court order or other legal proceeding, Customer may disclose the EXAMPLE INC [Product Name] to such regulatory body, but shall (a) only disclose that minimum necessary to comply with the regulatory body’s request and (b) notify EXAMPLE INC with reasonable advance written notice of such disclosure so that EXAMPLE INC may seek additional restrictions on such regulatory body’s access to the EXAMPLE INC [Product Name]. Notwithstanding the foregoing, to the extent expressly required by applicable law, Customer shall have the right to make one (1) additional copy of the EXAMPLE INC [Product Name] solely for reasonable back-up, archive and disaster recovery purposes.
  2. Installation. Customer may, directly or through an approved third party, install the EXAMPLE INC [Product Name] services at locations owned and operated by Customer listed in Exhibit A.

1. **Third Party Software & Equipment.**Use of the EXAMPLE INC [Product Name] requires that Customer use (whether as Devices or otherwise) hardware and equipment owned by or leased from third parties (collectively, the “**Equipment**”). The EXAMPLE INC [Product Name] also may have embedded in or bundled or linked with them software applications owned by third parties (the “**Third Party Software**”). Unless otherwise expressly stated in an Order, the Equipment shall be obtained by Customer directly from its original third party manufacturer or lessor. As such, EXAMPLE INC has no liability or responsibility whatsoever for any Equipment unless purchased or leased directly from EXAMPLE INC under written agreement. Unless otherwise stated in an Order, the Third Party Software shall be obtained by Customer either directly from its original third party licensor or from EXAMPLE INC via sublicense or pass-through. Irrespective of which method is used, all rights and obligations with regard to the Third Party Software shall be as between Customer and the applicable licensor or reseller of the Third Party Software and EXAMPLE INC shall and does hereby pass-through any warranty, support and other rights required to be passed-through.
2. **Services.** During the warranty period EXAMPLE INC will provide error correction and technical support as outlined in Exhibit B. Except for such services no other support services are provided under this Agreement. EXAMPLE INC offers separate services related to installation and implementation of, and/or creation of derivative works and improvements for the EXAMPLE INC [Product Name] (collectively, “**Professional Services**”). Professional Services, which may include educational and instructional training services in the use and operation of the EXAMPLE INC [Product Name], also available under a separate agreement.
3. **Software Maintenance.** During the term of this Agreement, EXAMPLE INC agrees to provide maintenance services for the Covered Software ("Maintenance Services"). Covered Software does not include hardware vendor operating systems and other system software, Client-developed software, and third-party software (except any third party software embedded in the Covered Software).
   1. The Maintenance Services.Subject to payment of all applicable fees due and owing and the conditions and exclusions set forth below, during the Term (as defined in Section 9, below) EXAMPLE INC shall provide Customer with the services described in Section 7 (collectively hereinafter the “**Maintenance Services**”) solely in connection with software Updates (as those terms are defined below) for the most recent release of the Covered Software application licensed by Customer under the License Agreement and the one (1) immediately preceding releases of such licensed application, whichever one (1) of which Customer has installed and operational in a live production environment (the “**Supported Application**”).
4. **Maintenace Services.**
   1. Subsequent Releases. During the term of this Agreement, EXAMPLE INC will maintain the Covered Software by providing software updates and enhancements to Customer as the same are offered by EXAMPLE INC to its licensees of the Covered Software under maintenance generally ("Updates"). All Updates provided to Customer by EXAMPLE INC pursuant to the terms of this Agreement shall be subject to the terms and conditions of this License Agreement between the parties. Updates will be provided on an as-available basis and include (1) enhancements to Covered Software provided by EXAMPLE INC to keep current with changes in text payment services or as EXAMPLE INC makes enhancements; (2) Enhancements to keep current with the current hardware vendor's OS releases, as available from EXAMPLE INC, provided that the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by EXAMPLE INC; and (3) Performance enhancements to Covered Software. Updates do not include: (a) Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms; and (b) New functions such as (i) new functionality in test payment servicesy; and (ii) new applications. Error corrections to Covered Software will be provided pursuant to Exhibit B of the EXAMPLE INC [Product Name] License Agreement. Maintenance for hardware and any related software will be provided by Customer or a third party selected by customer but approved in advance by EXAMPLE INC.
   2. Installation by Customer. If a Subsequent Release is so developed and released by EXAMPLE INC, EXAMPLE INC shall, provided that Customer has fulfilled all of its Maintenance Fee payment obligations, provide such Subsequent Release to Customer at no additional fee or charge (other than any fees for professional services associated with the installation or implementation of any such Subsequent Release). Customer shall at all times keep installed and operational the Supported Application. Customer shall install within thirty (30) calendar days of delivery by EXAMPLE INC, at Customer’s cost and expense, such Subsequent Releases as are required to keep the Supported Application operational; provided, however, that where EXAMPLE INC identifies a Subsequent Release as being delivered to Customer for the purpose of remedying a threatened or actual claim of infringement, Customer shall install such Subsequent Release (irrespective of the Supported Application) within ten (10) calendar days of delivery. If Customer fails to install and make operational any Subsequent Release within such ten (10) calendar day period, then until such time as the applicable Subsequent Release is installed and made operational by Customer at Customer’s cost and expense: (a) any EXAMPLE INC non-infringement warranty shall become null, void and unenforceable to the extent such failure or delay by Customer prejudices EXAMPLE INC; (b) EXAMPLE INC shall have no obligation to perform and Customer shall be barred from requesting, any Maintenance Services; and (c) EXAMPLE INC reserves the right to automatically and immediately terminate without obligation to refund any Maintenance Services already being performed.
   3. Installation by 3rd Party Contractor. If Customer has a 3rd party IT or product management related party who may operate, install, hold software images and or any documentation related to EXAMPLE INC, Customer must notify and ensure that EXAMPLE INC confidential information is protected and that the 3rd Party executes a Software Licensing Agreement and accepts the EULA.
5. **Conditions & Exclusions**. As an express condition of receipt of the Maintenance Services hereunder, Customer shall not request, permit or authorize any individual or entity other than EXAMPLE INC to provide any Maintenance Services for the Supported Application. EXAMPLE INC shall have no obligation to provide Maintenance Services for problems resulting from any modifications of the Supported Application made by any individual or entity other than EXAMPLE INC, or a EXAMPLE INC authorized representative, nor for any release or version other than the Supported Application. EXAMPLE INC shall have no responsibility or liability whatsoever for any delays which result from the failure of Customer to fulfill the conditions of this Section.
   1. Services Not Included. Maintenance Services do not include any of the following: (1) custom programming services; (2) on-site support, including installation of hardware or software; (3) support of any software that is not Covered Software; (4) training; (5) out-of-pocket and reasonable expenses, including hardware and related supplies; (6) any issue caused by the unauthorized use or misuse of the Covered Software or (7) any other activity not expressly provided in this Maintenance Agreement.
6. **Fees, Taxes & Payments.** The fees and the schedule of payments for all Licenses, Support Services, Professional Services and, if any, Equipment and Third Party Software to be provided by EXAMPLE INC, are set forth in Exhibit A. In addition to such fees, Customer shall pay all taxes, however and by whatever authority levied as a result of each Agreement (except for taxes on the income of EXAMPLE INC) as well as all reasonably documented expenses actually incurred in the course of its performance hereunder. The licenses granted under this Agreement shall be subject to payment of the associated fees.
7. **Term & Termination.** The Term of this agreement shall be one year from the Effective date and shall auto-renew each year unless terminated by either party. If either party materially breaches an Agreement the non-breaching party may provide a written notice specifying the nature of the breach. The breaching party shall have thirty (30) days from receipt of such notice to cure the breach; provided however, that the time period for cure for a breach of the license terms (Section 3) or the confidentiality obligations (Section 11) shall be ten (10) days from receipt of such written notice. If the breach is not cured within such period, the non-breaching party may terminate this Agreement and any licenses granted hereunder by providing a second written notice of termination. Any attempt to seek or obtain protection from creditors shall be a material breach subject to the foregoing provisions. If an Agreement is terminated by either party or expires pursuant to its terms, then all Confidential Information of each party (as defined below) shall be returned. Upon termination or expiration for any reason, Customer shall return to EXAMPLE INC the original and all copies of the Covered Software and discontinue all use thereof. Sections 9, and 10, the confidentiality obligations under Section 11, Sections 14, 16, 17 and 19 shall survive the termination or expiration of each Agreement for any reason.

1. **Confidentiality.** 
   1. EXAMPLE INC Information. In addition to Confidential Data (as defined in the Mutual Confidentiality Agreement between the parties dated­­­ w EXAMPLE INC may, in the performance of the License Terms and associated Maintenance Agreement, deliver to or allow access by Customer to information, data or materials in either tangible or intangible form that are trade secrets of, or proprietary and confidential (including as may be required by law) to EXAMPLE INC or its clients or suppliers, including, the EXAMPLE INC [Product Name] and Maintenance Services and the EXAMPLE INC Master Disc (collectively the “**Confidential Information**”). Customer shall not use the Confidential Information internally within its organization except to the minimum extent necessary to exercise its rights or fulfil its obligations under each applicable Agreement. In addition, Customer shall not disclose the Confidential Information to any third party during the term of this Agreement or thereafter without the express written consent of EXAMPLE INC in each instance, except to those of its legal and financial advisers with a need to know. Customer always shall handle Confidential Information with at least reasonable care. All Confidential Information shall remain the exclusive property of EXAMPLE INC. Customer’s obligations under this Section 8, shall not apply to Confidential Information which Customer can demonstrate by reasonable evidence to be: (a) already known to it or independently developed by it at the time of its receipt; (b) generally available to the public other than by breach of an Agreement; or (c) independently obtained from a third party whose disclosure to Customer does not violate a duty of confidentiality. If Customer is compelled by a court or other body of competent jurisdiction to disclose the Confidential Information, Customer shall inform the Disclosing Party via written notice and shall provide reasonable assistance in obtaining and enforcing a protective order or other appropriate means of safeguarding the Confidential Information required to be disclosed. Customer may then disclose only so much of the Confidential Information as is legally required to be disclosed.
   2. Customer Information. Use and disclosure of Customer Confidential Data shall be as provided in the Mutual Confidentiality Agreement, dated, , the terms of which are hereby incorporated by reference.
2. **Representations and Warranties.** Each party represents and warrants that (a) it has the right, power and authority to enter into this Agreement and fully perform its obligations hereunder; (b) this Agreement does not and will not conflict with any agreement between it and any other party; (c) it has all necessary federal, state and local authorizations to operate and otherwise perform its obligations under this Agreement and will be in compliance with all applicable laws and regulations governing such performance.

1. **Additional Warranties.** 
   1. EXAMPLE INC warrants that the EXAMPLE INC [Product Name] licensed to Customer shall be free of defects in materials or workmanship from the date of initial delivery and for ninety (90) calendar days thereafter. EXAMPLE INC does not warrant that the EXAMPLE INC [Product Name] meets Customer's requirements, operate without interruption or are error free. Customer’s sole remedy and EXAMPLE INC’ only liability with respect to breach of the foregoing warranty is to repair (pursuant to Exhibit A) or replace the EXAMPLE INC [Product Name] to bring them in compliance with the warranty, or refund the fees paid by Customer for the defective product, at EXAMPLE INC’s option; provided, however, that Customer shall give notice to EXAMPLE INC during normal business hours and within fifteen (15) business day after discovering any breach. EXAMPLE INC shall not be responsible in any manner for: (a) errors or failures related to causes external to the EXAMPLE INC [Product Name] including failures of Equipment, third party telecommunications or data lines; (b) Customer's use of the EXAMPLE INC [Product Name] in a manner or on Equipment that does not conform to EXAMPLE INC’ specifications; (c) any defect or non-conformity or failure of the EXAMPLE INC [Product Name] to perform as warranted due in whole or in part to the installation of the EXAMPLE INC [Product Name] by any third party and/or (d) any defect or non-conformity not reported by Customer in accordance with this Section.

* 1. In addition, EXAMPLE INC represents and warrants that (i) except as provided in (ii) below, it has the full and exclusive right to grant or otherwise permit Customer to use the EXAMPLE INC [Product Name] in accordance with the terms of this Agreement; and (ii) it has obtained the licenses necessary to permit it to sublicense to Customer the Third Party Software that it so sublicenses, or has all licenses and other rights necessary to pass-through rights to such Third Party Software that is so passed-through.

1. **Indemnification.** 
   1. EXAMPLE INC Indemnification. EXAMPLE INC shall, at its expense and option, defend or settle any claim, action or allegation brought against Customer that the EXAMPLE INC [Product Name] infringes any U.S. patent, copyright or trade secret of any third party and shall pay any final judgments awarded against Customer or settlements approved by EXAMPLE INC entered by Customer disposing of such claims; provided that Customer gives prompt written notice to EXAMPLE INC of any such claim, action or allegation of infringement and gives EXAMPLE INC the authority to proceed as contemplated herein. EXAMPLE INC shall have the exclusive right to defend any such claim, action of allegation and make settlements thereof at its own discretion, and Customer may not settle or compromise such claim, action or allegation, except with prior written consent of EXAMPLE INC. Customer shall give such assistance and information as EXAMPLE INC may reasonably require to settle or oppose such claims. In the event any such infringement, claim action or allegation is brought or threatened, EXAMPLE INC may, at its sole option and expense pursue any of the following options to (1) procure for Customer the right to continue use of the EXAMPLE INC Solution or EXAMPLE INC Digital Platform, or infringing part thereof; (2) modify or amend the EXAMPLE INC mCommerce Platofrm or infringing part thereof, or replace the EXAMPLE INC [Product Name] or infringing part thereof with another platform having substantially the same or better capabilities; or (3) if neither of the forgoing is commercially practicable, terminate this Agreement. EXAMPLE INC and Customer will then be released from any further obligation to the other under this Agreement, except for the obligations of indemnification provided for above and such other obligations that by their nature survive termination. The indemnity set forth in this Paragraph 11.1 and the warranties in Section 10 are given only to Customer and may not be extended to any other person or entity.
   2. Limitations. EXAMPLE INC’s obligations under this Section 11 will not apply with respect to any EXAMPLE INC [Product Name] or portions or components thereof that are: (i) provided by any third party; (ii) Modified by any person other than EXAMPLE INC where the alleged infringement relates to such Modification; (iii) combined with other software or hardware not provided by EXAMPLE INC where the alleged infringement relates to such combination; (iv) used other than in accordance with this Agreement or the applicable documentation; (v) used in any manner incident to an infringement not resulting primarily from the EXAMPLE INC [Product Name]; or (vi) created by EXAMPLE INC in accordance with designs, plans or specifications furnished by or on behalf of Licensee where the provided designs, plans or specifications gave rise to the alleged infringement. In addition, EXAMPLE INC’ obligations hereunder will not apply to (a) any alleged infringement occurring after Customer has received written notice of such suit or proceeding unless EXAMPLE INC has given written permission for such continuing infringement or (b) any amounts awarded against Customer based on any acts of Customer or any third party or an agreement between Customer and a third party inconsistent with the terms of this Agreement.
   3. Customer Indemnification. Customer shall, at its expense and option, defend or settle any claim, action or allegation brought against EXAMPLE INC by a third party arising out of Customer’s use of the EXAMPLE INC [Product Name], EXAMPLE INC Digital Platform, Third Party Software, music content or any part thereof in a manner other than as expressly authorized under these License Terms and shall pay any final judgments awarded or settlements entered into; provided that EXAMPLE INC gives prompt written notice to Customer of any such claim, action or allegation and gives Customer the authority to proceed as contemplated herein. Customer shall have the exclusive right to defend any such claim, action of allegation and may make settlements thereof, subject to prior written approval of EXAMPLE INC. EXAMPLE INC shall give such assistance and information as Customer may reasonably require to settle or oppose such claims.
2. **Disclaimers. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXAMPLE INC EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN SECTION 9 ABOVE AND FURTHER, BECAUSE EXAMPLE INC IS NOT THE ORIGINAL MANUFACTURER OF THE EQUIPMENT OR THIRD PARTY SOFTWARE IT DOES NOT PROVIDE, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AND ALL OBLIGATIONS OR LIABILITIES FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE, MAINTENANCE OR PERFORMANCE THEREOF.**
3. **Limitation of Liability.**
   1. No Consequential Damages.The limitations and exclusions set forth in this Section 13 apply to all claims or causes of action on whatever basis and under whatever theory brought and irrespective of whether the party has advised or has been advised of the possibility of such claim. IN NO EVENT SHALL EXAMPLE INC BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR LOST DATA.
   2. Limitation Of Damages. IN ALL EVENTS, EXAMPLE INC’ AGGREGATE, CUMULATIVE LIABILITY FOR ANY AND ALL CLAIMS ARISING IN CONNECTION WITH EACH AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES IN THE AMOUNT not to exceed USD $10,000.
4. **Assignment.** Neither party may assign this Agreement or any rights or obligations hereunder without first obtaining the written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the preceding, EXAMPLE INC may, upon written notice, assign this Agreement to (a) any subsidiary or affiliate more than fifty percent (50%) owned or otherwise controlled by EXAMPLE INC or to its parent entity; (b) in connection with the sale of all or substantially all of its assets or capital stock; and/or (c) to the surviving or resulting entity in any merger or consolidation.
5. **Injunctive Relief.** The non-breaching party shall be entitled to seek injunctive relief for any breach or threatened breach of Sections 3 and 8 of these License. Customer shall indemnify, defend and hold the EXAMPLE INC harmless from any expense, liability or damage arising out of breach of Sections 3 and 8.
6. **Miscellaneous.** This Agreement is the complete agreement of the parties with respect to its subject matter and supersedes all prior discussions and negotiations and any earlier proposals all whether verbal or written. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to principles of conflicts of laws. All notices, including notices of address changes, given by either party shall be sent by certified mail or by reputable overnight commercial delivery to the invoicing address specified by Customer in the applicable Order. Notices to EXAMPLE INC shall be sent to the EXAMPLE INC address in the initial paragraph of these License Terms. If any provision of an Agreement is held unenforceable the enforceability of the remaining provisions shall not be affected. Waiver by either party of any breach shall not constitute waiver of any other breach. The headings in each Agreement are used for convenience of reference only. Each Order may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument. No Agreement shall be amended except in a writing signed by both parties

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, hereby execute this Master Terms and Conditions for License as of the date first set forth below.

EXAMPLE INC INC. CUSTOMER: [Customer Name]

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

**TERMS AND TRANSACTION FEES**

**EXHIBIT B**

**FIXES AND ESCALATION PROCEDURES**

This Exhibit B sets forth the terms and conditions of the fixes which EXAMPLE INC shall provide to Customers for the Licensed Software during the warranty period in accordance with the terms of the Agreement.

**1. Definitions**.

Except as set forth below, capitalized terms used herein shall have the same meaning as set forth in the Agreement.

**"Error"** means a failure of the Licensed Software to perform in accordance with the specifications which degrades the use or performance of the Software.

**"Fix"** means corrections, bug fixes, workarounds and patches to the Object Code or Source Code versions of the Licensed Software designed to remedy an Error.

**2. Maintenance and Technical Support**.

In consideration of Customer’s payment of the license fees set forth in the product licensing order form, EXAMPLE INC will provide to Customer the services set forth below.

**(a)** **Fixes**. EXAMPLE INC shall provide to Customer fixes in the form of bug fixes. This includes all Fixes created by or for EXAMPLE INC to remedy any Errors reported by Customer or any other person. Customer will notify EXAMPLE INC of any person that it designates to submit Errors.

**(b) Technical Support.** EXAMPLE INC shall provide technical support services for the Licensed Software, which will include efforts to identify defective Source Code and Object Code and to provide Fixes to correct Errors. EXAMPLE INC will provide Customer with a telephone number and an e-mail address which Customer may use to report Errors during EXAMPLE INC’s standard support hours (Monday through Friday, 7:30 a.m. to 5:00 p.m. Pacific Stanard Time). EXAMPLE INC will also provide Customer with an emergency telephone pager number which Customer may use to report Priority 1 Errors 24 hours a day, 7 days a week. For Priority 1 Errors, Customer will use commercially reasonable efforts to notify EXAMPLE INC via both telephone and email.

**(c) Response/Resolution Times**. EXAMPLE INC will provide Fixes to correct Errors classified by Customer, in its reasonable discretion, as Priority 1 or 2 Errors (as defined in “Error Description” below) within the “Error Resolution” times set forth in the chart below and will provide Fixes to correct all other Errors that Customer identifies, classifies and reports to EXAMPLE INC within the corresponding Error Resolution times below. Customer agrees to provide information to EXAMPLE INC that is available to Customer to help it to duplicate the Error. Without limiting the foregoing, EXAMPLE INC will communicate with Customer via telephone or email within the following response times:

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| **Priority** | **Error Description** | **Acknowledgment**  **(after receipt of notice from Customer)** | **Plan of Action**  **(after Acknowledgment)** | **Error Resolution Time (after Plan of Action)** |
| 1 | Fatal (no useful work can be done). | 1 hour | 4 hours | 24 hours |
| 2 | Severe Impact (functionality disabled): Errors which result in a lack of application functionality or cause intermittent system failure. | 2 hours | 8 hours | 36 hours |
| 3 | Degraded Operations: Errors causing malfunction of non-critical functions. | 12 working hours | 24 working hours | 48 working hours |
| 4 | Minimal Impact: specific, non-critical attributes and/or options do not operate as stated. | 24 working hours | 3 days | N/A |

**(d) Escalation Procedures.** In the event that EXAMPLE INC fails to acknowledge an Error, develop a plan of action or provide an Error Resolution within the times set forth above, EXAMPLE INC shall internally escalate such matters to the person(s) identified below and such person(s) shall immediately contact Customer as to the status of such plan of action or problem resolution. In addition, Customer shall have the right, to the extent that Customer does not receive a response from EXAMPLE INC within the targeted response times or is not timely contacted by the appropriate EXAMPLE INC personnel in accordance with escalation procedures set forth below, to contact directly the appropriate EXAMPLE INC personnel as to the status of any response, plan of action or problem resolution.

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| **Escalation Stage** | **Contact** | **Name** | **Phone** | **Pager** | **Email** |
| 1 | Support Manager | TBD | TBD | TBD | TBD |
| 2 | Customer Account Manger | TBD | TBD | n.a. | TBD |

**(e) Exceptions.** In the event that EXAMPLE INC and Customer mutually agree in writing that the error is not the result of defective Licensed Software, Customer agrees to pay EXAMPLE INC for the services provided as a result of Errors reported by Customer, the following fees: (i) $\_\_\_\_\_ per hour for all work related to priority 1 or 2 issues and (ii) $\_\_\_\_\_ per hour for all work related to priority 3 or 4 issues. Customer may request to terminate or change the priority level of any reported error at any time by requesting such change in writing or electronic transmission to the EXAMPLE INC Support Manager.