

**PUMAS-AI, INC.**  
**SOFTWARE LICENSE AND SERVICES AGREEMENT**

This Agreement includes this cover sheet, the attached Software License and Services Terms and all exhibits attached hereto, and contains, among other things, warranty disclaimers, liability limitations and use limitations. Any different or additional terms or conditions of any related quote, purchase order, confirmation, or similar form, which conflict with the terms and conditions of this Agreement, shall have no force or effect.

Licensee understands and agrees to the terms of this Agreement and the undersigned officer of Licensee is duly authorized to sign this Agreement and bind Licensee to the terms contained herein.

**SOFTWARE LICENSE AND SERVICES TERMS**

1. Grant of License and Restrictions.

(a) License. Subject to the terms hereof, payment of all fees, and any applicable user/use limitations, Pumas-AI grants Licensee and the Affiliates of Licensee set forth on Exhibit A (“**Authorized Affiliates**”) a nonexclusive, non-transferable, license to install and use the Pumas-AI software known as Lyv in object code form (the “**Software**”) on one server by an unlimited number of Licensee’s and its Authorized Affiliates’ employees or contractors (“**Authorized Users**”), solely for Licensee’s and Authorized Affiliates’ internal business purposes (the “**License**”). The license is an annual license renewed by mutual agreement of the parties as further described herein. Pumas-AI retains ownership of all copies of the Software and Licensee will maintain the copyright notice and any other trademarks or notices that appear on the Software on any copies and any media. Except for Authorized Affiliates, the license granted herein does not include the right for Licensee’s Affiliates to use the Software. Licensee shall be responsible for its Affiliates’ compliance with this Agreement. For purposes of this Agreement, “**Affiliate**” means, with respect to a party, any entity directly or indirectly controlling, controlled by, or under common control with, such party. For purposes of this Agreement, the term “**Controlled**” or “**Control**” (including the terms “Controlled by” and “under common Control with”) as used in this context, means the direct or indirect ability or power to direct or cause the direction of management policies of a person or entity or otherwise direct the affairs of such person or entity, whether through ownership of equity, voting securities, beneficial interest, by contract or otherwise. A party shall be presumed to control an entity if the party owns more than fifty percent (50%) of the outstanding voting equity interests of such entity.

(b) Restrictions. Licensee will not (and will not allow any third party or any of its Affiliates to) reverse engineer, decompile, or attempt to discover any source code or underlying ideas or algorithms of the Software. Licensee will not (and will not allow any third party or any of its Affiliates to): (i) copy, provide, lease, lend, disclose, resell, rent, use for timesharing or service bureau purposes, or otherwise use or allow others to use for the benefit of any third party, the Software (except as expressly and specifically authorized in writing by Pumas-AI); (ii) possess or use the Software, or allow the transfer, transmission, export, or re-export of the Software or portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, U.S. Treasury Department's Office of Foreign Assets Control, or any other government agency; (iii) disclose to any third party any benchmarking or comparative study involving the Software; or (iv) modify the Software. Prior to transferring or disposing of the Server containing any part of the Software related code, Licensee shall completely erase or delete any of Pumas-AI’s Software code installed on the Server, retaining no copy or copies for itself. All the limitations and restrictions on the Software in this Agreement also apply to Pumas-AI’s documentation for the Software provided to Licensee (“**Documentation**”).

(c) Implementation Services. Pumas-AI shall provide the Software implementation services that are described on Exhibit B attached hereto (the “**Implementation Services**”) for the fees set forth on Exhibit A (“**Services Fee**”). If Licensee desires that the Software integrate with Licensee’s electronic health record system (“**EHR**”), Licensee is responsible for obtaining all required licenses, permissions and rights from its EHR provider to allow Pumas-AI to perform such integration. Pumas-AI shall have no liability whatsoever for Licensee’s failure to secure such licenses,

permissions and rights. In the event that Licensee requests training or other professional services, Pumas-AI shall make such services available to Licensee under a separate written agreement and at Pumas-AI's then-current rates.

(d) Cooperation. Licensee acknowledges that the successful and timely rendering by Pumas-AI of implementation services, maintenance and support services shall require the good faith cooperation of Licensee. Pumas-AI's provision of such services to Licensee is subject to the following terms and conditions: (i) Licensee shall provide Pumas-AI with access to Licensee's personnel and to the Software and the Designated Operating Environment (as defined in Section 8(a)), including by remote access; (ii) Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Pumas-AI; and (iii) Licensee shall ensure that all of its personnel using the Software shall be reasonably trained in its use. Licensee hereby authorizes Pumas-AI to engage in remote access at any time Pumas-AI determines its reasonably necessary or appropriate to implement, support and maintain the Software. It is Licensee's responsibility to configure its Designated Operating Environment and related network infrastructure to allow such access. If Pumas-AI is unable to access the Software as necessary or appropriate to perform under this Agreement, it may terminate this Agreement upon thirty (30) days' written notice.

2. Maintenance and Support Services. During the Term of this Agreement and subject to payment of all applicable Subscription Fees (defined below), Pumas-AI will provide the maintenance and support services for the Software ("**Maintenance and Support Services**") as and to the extent described in Pumas-AI's standard maintenance and support terms that are attached hereto as Exhibit C.

3. Fees and Payment.

(a) Fees. For the Initial Term (as defined below), Licensee will pay Pumas-AI a subscription fee in the amount set forth on Exhibit A (the "**Subscription Fee**" and, together with the Services Fee, the "**Fees**"). For each Renewal Term, Licensee will pay Pumas-AI the applicable Subscription Fee set forth in Exhibit A. Except as set forth in Section 8(a), all Fees paid by Licensee hereunder are nonrefundable.

(b) Payment. The Fees will be due in accordance with the payment schedule set forth in Exhibit A. All payments shall be made in U.S. funds by wire transfer to an account designated by Pumas-AI or by check drawn on a U.S. depository institution. All invoices are due and payable within thirty (30) days from the date of Licensee's invoice. Any payments not made when due shall accrue interest from the date due until the date paid at one and one-half percent (1.5%) per month or, if less, the maximum per annum rate permitted by applicable law.

(c) Taxes. Licensee will pay all taxes imposed in conjunction with this Agreement, including, but not limited to, sales, use, excise, and similar taxes based on or measured by charges payable under this Agreement and imposed under authority of federal, state, or local taxing jurisdictions, but excluding foreign, federal, state, and local taxes on Pumas-AI's net income.

4. Term; Termination; Breach.

(a) Term. This Agreement shall commence on the Effective Date. The initial term of this Agreement shall continue for the period set forth in Exhibit A (the "**Initial Term**"). Thereafter, subject to Licensee's compliance with this Agreement and payment of Pumas-AI's then-applicable Subscription Fees, this Agreement shall renew for successive one (1)-year terms (each, a "**Renewal Term**") unless either party provides written notice of its intent to terminate to the other party at least thirty (30) days prior to the end of the Initial Term or the then-current Renewal Term. The Initial Term and all Renewal Terms shall be referred to as the "**Term**."

(b) Termination for Breach. Should either party commit a material breach of this Agreement, the other party may, at its option, terminate this Agreement upon thirty (30) days' written notice of termination, which notice shall identify and describe the basis for such termination. If, prior to expiration of such period, the breaching party cures such breach to the reasonable satisfaction of the nonbreaching party, termination shall not take place.

(c) Termination Upon Insolvency. Either party may, at its option and without notice, terminate this Agreement, effective immediately, should the other party: (1) admit in writing its inability to pay its debts generally as they become due; (2) make a general assignment for the benefit of creditors; (3) institute proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against it; (4) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (5) seek reorganization under any

bankruptcy act, or consent to the filing of a petition seeking such reorganization; or (6) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such party's property or providing for the liquidation of such party's property or business affairs

(d) Termination for Change of Control. Pumas-AI shall have the right to terminate this Agreement immediately by providing written notice to Licensee, in the event (a) Licensee assigns this Agreement without Pumas-AI's prior written consent or (b) any change of Control of Licensee or an Authorized Affiliate.

(e) Effect of Termination. Notwithstanding anything to the contrary in this Agreement, any termination of this Agreement shall not relieve either party hereto of any of its obligations or liabilities accrued hereunder prior to such termination. On termination for any reason: (a) all rights granted to Licensee under this Agreement shall cease; (b) Licensee shall immediately pay to Pumas-AI any sums due to Pumas-AI under this Agreement; and (c) Licensee shall immediately cease using and destroy all copies of the Licensed Software in Licensee's possession, custody or control. All amounts due Pumas-AI and Sections 1(b), 4, 5, 6, 7, 8(b), 8(c), 9 and 10 shall survive termination of this Agreement. Termination is not an exclusive remedy, and all other remedies will be available whether or not termination occurs.

## 5. Confidentiality and Restrictive Covenant.

(a) Confidentiality. Each party agrees, except (i) as required as part of the performance of this Agreement or (ii) as permitted pursuant to any other agreement between the parties: (a) not to disclose any Confidential Information (as defined below) belonging to the other party to any person (other than on a need to know basis to such directors, employees, or other persons engaged in activities required for the performance of the obligations set out in this Agreement who have entered legally binding written obligations at least as protective as those set out in this Section 5); (b) not to use any Confidential Information belonging to the other party for any purpose other than in accordance with this Agreement; (c) to take all reasonable steps necessary to prevent the unauthorized disclosure and/or use of any Confidential Information belonging to the other party; and (d) to notify the other party promptly in writing in the event that a party becomes aware of an unauthorized disclosure of Confidential Information of the other party.

For the purposes of this Agreement, "**Confidential Information**" means any information received by one party or its Affiliates (the "**receiving party**") from the other party (the "**disclosing party**") and which the receiving party has been informed or has a reasonable basis to believe is confidential to the disclosing party, unless such information: (1) was known to the receiving party prior to receipt from the disclosing party; (2) was lawfully available to the public prior to receipt from the disclosing party; (3) becomes lawfully available to the public after receipt from the disclosing party, through no act or omission on the part of the receiving party; (4) corresponds in substance to any information received in good faith by the receiving party from any third party without restriction as to confidentiality; or (5) is independently developed by an employee or agent of the receiving party who has not received or had access to such information.

(b) Data Protection. Pumas-AI will not have access to any personally identifiable information of Licensee or Authorized Affiliates.

(c) Aggregated and De-identified Data. In the course of Licensee's or the Authorized Users' use of the Software, Pumas-AI may obtain or derive aggregated or de-identified data related to Licensee or the Authorized Users' use of the Software. Notwithstanding anything to the contrary in this Agreement, Licensee agrees that Pumas-AI is free to use this data for any lawful purpose, provided that all such data has been aggregated or de-identified so that neither Licensee nor any of its Authorized Users are individually identified.

(c) Restrictive Covenant. Licensee agrees that during the Term of this Agreement and thereafter, it shall not for itself or for the benefit of any third party directly or indirectly, use any Confidential Information of Pumas-AI, including without limitation, the Software or any related documentation, to develop or create software that competes with the Software licensed hereunder.

6. Proprietary Rights. Except as expressly set forth herein, Pumas-AI alone (and its licensors, where applicable) do and will retain all intellectual property rights relating to the Software. If, in the course of performing

under this Agreement, Licensee provides Pumas-AI with any written comments, suggestions, or feedback regarding the Software, which do not include any Licensee Confidential Information (“**Feedback**”), Licensee hereby assigns all its rights, title, and interest in and to such Feedback to Pumas-AI. This Agreement is not a sale and does not convey to Licensee any rights of ownership in or related to the Software or any intellectual property rights.

7. Indemnification.

(a) Pumas-AI Indemnification. Pumas-AI will defend any third party claim against Licensee and its Affiliates, and its and their directors, officers, employees and agents (collectively, “**Licensee Indemnified Parties**”) and pay damages and costs finally awarded against Licensee Indemnified Parties by a court of competent jurisdiction or that are included in a settlement approved by Pumas-AI, to the extent the Software (not including any third party software) is held to infringe a valid patent issued as of the Effective Date, copyright, or trade secret of any third party enforceable in the United States. This obligation is contingent upon: (i) Licensee’s prompt written notification to Pumas-AI of the claim; (ii) Licensee’s tender to Pumas-AI of the case and settlement negotiations; (iii) Pumas-AI’s sole control of the defense and settlement negotiations related to the claim; (iv) Licensee’s assistance (at Pumas-AI’s expense) in the defense or settlement of the claim; and (v) Licensee not making any admission prejudicial to the defense of the claim. Licensee agrees to take all reasonable steps to mitigate any losses. Pumas-AI will not be liable to a Licensee Indemnified Party if an infringement claim is based upon: (i) use of the Software in any combination with components not supplied or approved by Pumas-AI; (ii) modification of the Pumas-AI based on the direction or design requirements provided by a Licensee Indemnified Party or modifications made by anyone other than Pumas-AI including, without limitation, Licensee Indemnified Party created derivatives; (iii) use of Software where a non-infringing version or release of the Software with similar functionality which was offered by Pumas-AI to Licensee would have avoided the claim or infringement; (iv) use of third party software which is delivered or used in conjunction with the Software or; (v) use of the Software in violation of any of the terms of this Agreement. In addition to the above indemnity, if the Software (not including any third party software) is held to be infringing or where Pumas-AI believes it may be infringing, Pumas-AI may at its expense and option: (i) obtain for Licensee the right to continue using such Software; (ii) modify or replace such Software with non-infringing software of similar functionality; or (iii) if Pumas-AI determines that such remedies are not commercially reasonable, Licensee shall immediately cease using the Software and Pumas-AI shall terminate the License for such Software and return a portion of the Subscription Fee paid for the Software, as prorated over the lesser of: a) the length of the Term; b) the length of the relevant Renewal Term; or c) three years. The remedies stated in this Section 7(a) are the sole and exclusive remedies of Licensee Indemnified Parties with respect to any claims for intellectual property infringement related to the Software.

(b) Licensee Indemnification. Licensee shall indemnify, defend and hold harmless Pumas-AI and its directors, officers, employees and agents from and against any and all losses, damages, liabilities, reasonable attorneys’ fees, court costs, expert’s fees and expenses, in each case, payable to third parties (collectively “**Losses**”), resulting or arising from or in connection with a Licensee Indemnified Party’s use of the Software (excluding those Losses for which Pumas-AI is responsible under Section 7(a)).

8. Warranty; Disclaimer; Limitation of Liability.

(a) Warranty. Pumas-AI warrants that for a period of 30 days after the date Licensee first uses the Software (the “**Warranty Period**”), the Software, as delivered to Licensee, will function in all material respects as described in the Documentation for the Software. Licensee shall promptly (but in no event later than ten days after discovering the same) provide Pumas-AI with written notice of any failure of the Software to perform as warranted. This warranty is expressly conditioned on Licensee’s compliance with each of the operating, security, and data-control procedures set forth in the Documentation as well as maintaining the Designated Operating Environment in the configuration specified in the Documentation. “**Designated Operating Environment**” means the hardware, software and network environment recommended by Licensor in the Documentation for the operation and use of the Software. In the event the Software fails to perform as warranted during the Warranty Period, Pumas-AI’s sole obligation and Licensee’s sole and exclusive remedy for such breach of warranty shall be to use commercially reasonable efforts to correct such failure. In the event Pumas-AI is unable to correct such failure by exercising reasonable commercial efforts, Pumas-AI shall terminate this Agreement and, as Licensee’s sole remedy for its inability to correct such failure, refund the Subscription Fee paid hereunder.

(b) Disclaimer. EXCEPT AS SET FORTH IN SECTION 8(A), PUMAS-AI DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE AND ALL

SERVICES PROVIDED HEREUNDER AND THERE ARE HEREBY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, PUMAS-AI DOES NOT WARRANT RESULTS OF USE, INCLUDING THAT LICENSEE'S USE WILL RESULT IN LICENSEE'S COMPLIANCE WITH ANY LAW, RULE OR REGULATION, OR THAT THE SOFTWARE IS BUG FREE. LICENSEE ACCEPTS RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS INTENDED RESULTS.

**NEITHER THE SOFTWARE, THE DOCUMENTATION, NOR ANY OUTPUT FROM THE SOFTWARE IS INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. LICENSEE AGREES THAT LICENSEE AND ITS AFFILIATES SHALL NOT DIRECTLY OR INDIRECTLY REPRESENT THE SOFTWARE, DOCUMENTATION OR OUTPUT AS PROVIDING MEDICAL ADVICE. THE SOFTWARE DOES NOT RECOMMEND OR ENDORSE ANY SPECIFIC TESTS, PHYSICIANS, PRODUCTS, PROCEDURES, TREATMENTS, OPINIONS, OR OTHER INFORMATION THAT MAY BE MENTIONED, REFERENCED OR DESCRIBED IN THE SOFTWARE. RELIANCE ON ANY INFORMATION PROVIDED BY THE SOFTWARE, EITHER BY LICENSEE, ITS AFFILIATES OR THEIR RESPECTIVE PATIENTS IS SOLELY AT LICENSEE'S AND ITS AFFILIATES OWN RISK. LICENSEE AND ITS AFFILIATES ARE SOLELY RESPONSIBLE FOR ANY DECISIONS THEY MAKE WHILE USING THE SOFTWARE.**

(c) Limitation of Liability. EXCEPT FOR CLAIMS UNDER SECTION 5 (CONFIDENTIALITY AND RESTRICTIVE COVENANT), NEITHER PUMAS-AI, LICENSEE OR AUTHORIZED AFFILIATES WILL HAVE ANY LIABILITY TO EACH OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SOFTWARE OR ANY SERVICES PROVIDED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON TORT, CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY. EXCLUDING CLAIMS UNDER SECTIONS 5 (CONFIDENTIALITY AND RESTRICTIVE COVENANT) AND 7 (INDEMNIFICATION), PUMAS-AI'S AGGREGATE LIABILITY TO LICENSEE, ITS AFFILIATES SHALL NOT EXCEED THE SUBSCRIPTION FEES PAID BY LICENSEE TO PUMAS-AI IN THE TWELVE MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM FOR DAMAGES. The parties are both sophisticated entities. The prices paid, the warranties, warranty disclaimers, limitations of liability, remedy limitations, and all other provisions of this Agreement, were negotiated to reflect and support an informed and voluntary allocation of risks between Pumas-AI and Licensee, and both parties waive all protections of any trade practices statutes.

9. Identification. Pumas-AI may use Licensee's name and logo in client listings, but any other use of Licensee's name or logo required Licensee's prior consent.

10. Miscellaneous.

(a) Force Majeure. Neither party shall be liable or deemed in default for any delay or failure in performance hereunder (other than for payment of monies owed) resulting from any cause beyond its reasonable control.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, U.S.A., without reference to conflicts of laws provisions and, as to matters affecting copyrights, trademarks and patents, by U.S. federal law. Any dispute with arising out of or relating to this Agreement shall be brought and heard solely and exclusively in the state or federal courts of competent jurisdiction in the State of Maryland, U.S.A. In such event, each party consents to the sole and exclusive in personam jurisdiction and venue of such courts. Each party agrees that service of process upon such party in any such action may be made if delivered in person, by courier service, by telegram, or by first class mail, and shall be deemed effectively given upon receipt.

(c) Assignment. Licensee shall not assign this Agreement without the prior written consent of Pumas-AI, which it may withhold in its sole discretion. No assignment shall relieve Licensee of its obligations under this Agreement. Any prohibited assignment is void. Any merger, consolidation or change of ownership of a controlling voting interest in a party shall be considered to affect an assignment for purposes of this paragraph.

(d) Invalidity. If any parts or part of this Agreement are held to be invalid, the remaining parts of the Agreement will continue to be valid and enforceable.

(e) Waiver. The failure to enforce any right or provision herein shall not constitute a waiver of that right or provision. Any waiver of a breach of a provision shall not constitute a waiver of any subsequent breach of that provision.

(f) Entire Agreement. This Agreement (including all Exhibits) contains the complete understanding of the parties with respect to the subject matter hereof and supersedes any prior written or oral agreements regarding such subject matter. In making this Agreement, neither party relies on any promise, action or statement made by the other party, other than those contained in this Agreement and its exhibits. In the event of a conflict between the provisions of the exhibits to this Agreement and the provisions of this Agreement itself, the conflicting provision of the Agreement shall control over the language in the exhibit, unless otherwise agreed by the parties. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) Amendment. No amendment, waiver, alteration or modification of any of the provisions of this Agreement will be binding unless it is in writing and signed by a duly authorized representative of each party.

(h) Notices. All notices, requests, demands, or other communications relating to the other party's failure to perform or which otherwise affect either party's rights under this Agreement will be deemed properly given when furnished by receipted hand-delivery to the other party, deposited with an express courier, or deposited with the U.S. Postal Service (postage prepaid, certified mail, return receipt requested).

## Exhibit C

### **SUPPORT AND MAINTENANCE TERMS**

Pumas-AI shall provide the following Maintenance and Support Services with respect to the Software licensed under the Software License and Services Agreement, 2020 by and between Licensee and Pumas-AI. Capitalized terms not defined in Section 4 below shall have the same meaning as in the Agreement. Subject to payment of applicable Subscription Fees, Maintenance and Support Services shall be provided during the Term of the Agreement.

1. **SUPPORT SERVICES.** Maintenance and Support Services consist of (a) Error Correction and Telephone Support (provided to three designated Licensee technical support contacts) concerning the use of the then-current release of the Software and the Previous Sequential Release, (b) E-mail Support, (c) Web Support, and (d) the Software Updates.

2. **PRIORITY LEVELS.** Pumas-AI shall correct any Error reported by Licensee in the current release of the Software and the Previous Sequential Release of the Software in accordance with the priority level reasonably assigned to such Error by Pumas-AI when taking into consideration the needs and business of Licensee.

- **Priority A Errors** - Pumas-AI shall respond within one (1) hour and promptly commence the following procedures: (i) assign Pumas-AI engineers to correct the Error; (ii) notify Licensee management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) provide Licensee with periodic reports on the status of the corrections; and (iv) use best efforts on a 24/7 basis to provide Licensee with a Workaround or Fix within twenty-four (24) hours.
- **Priority B Errors** - Pumas-AI shall respond within one (1) Business Day and promptly commence the following procedures: (i) assign Pumas-AI engineers to correct the Error; (ii) notify Licensee management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) provide Licensee with periodic reports on the status of the corrections; and (iv) use best efforts on a 24/7 basis to provide Licensee with a Workaround or Fix within forty-eight (48) hours.
- **Priority C Errors** - Pumas-AI shall respond within two (2) Business Days and promptly commence the following procedures: (i) assign Pumas-AI engineers to correct the Error; (ii) provide Licensee with periodic reports on the status of the corrections; and (iii) use reasonable efforts to provide Licensee with a Workaround or Fix within five (5) Business Days.
- **Priority D Errors** - Pumas-AI shall respond within five (5) Business Days and as soon as reasonably practical commence the following procedures: (i) assign Pumas-AI engineers to correct the Error; (ii) provide Licensee with periodic reports on the status of the corrections; and (iii) use reasonable efforts to provide Licensee with a Workaround or Fix within ten (10) Business Days; provided, however, that Pumas-AI may include the Fix for the Error in the next release of the Software.

If Pumas-AI believes that a problem reported by Licensee may not be due to an Error in the Software, Pumas-AI will so notify Licensee. At that time, Licensee may (1) instruct Pumas-AI to proceed with problem determination at its possible expense as set forth below, or (2) instruct Pumas-AI that Licensee does not wish the problem pursued at its possible expense. If Licensee requests that Pumas-AI proceed with problem determination at its possible expense and Pumas-AI determines that the error was not due to an Error in the Software, Licensee shall pay Pumas-AI, at Pumas-AI's then-current and standard consulting rates, for all work performed in connection with such determination, plus reasonable related expenses incurred therewith. Licensee shall not be liable for (i) problem determination or repair to the extent problems are due to Errors in the Software; or (ii) work performed under this paragraph in excess of its instructions; or (iii) work performed after Licensee has notified Pumas-AI that it no longer wishes work on the problem determination to be continued at its possible expense (such notice shall be deemed given when actually received by Pumas-AI). If Licensee instructs Pumas-AI that it does not wish the problem pursued at its possible expense or if such determination requires effort in excess of Licensee's instructions, Pumas-AI may, at its sole discretion, elect not to investigate the error with no liability therefor.

3. EXCLUSIONS. Pumas-AI shall have no obligation to support: (i) any Software that has been modified or altered by a third party without the consent of Pumas-AI; (ii) any Software that is not the then-current release or immediately Previous Sequential Release; (iii) Software problems caused by Licensee's use of the Software other than as specified in Pumas-AI's user manual or other causes beyond the control of Pumas-AI; or (iv) the Software installed on any hardware that is not supported by Pumas-AI.

1. DEFINITIONS.

- "E-mail support" means the ability to make requests for technical support assistance by e-mail at any time concerning the installation and use of the then-current release of the Software and the Previous Sequential Release.
- "Error" means an error in the Software which degrades such the Software as compared to the Specifications or prevents the Software from performing in accordance with any of its documentation.
- "Error Correction" means the correction of Errors.
- "Fix" means the repair or replacement of object or executable code versions of the Software or documentation to remedy an Error.
- "Previous Sequential Release" means the release of the Software which has been replaced by a subsequent release of the Software. Notwithstanding anything else, a Previous Sequential Release will be supported by Pumas-AI only for a period of twelve (12) months after release of the subsequent release.
- "Priority A Error" means an Error that renders the Software inoperative.
- "Priority B Error" means an Error that substantially degrades the performance of the Software or materially restricts Licensee's use of such the Software.
- "Priority C Error" means an Error that causes only a minor impact on the Licensee's use of the Software and does not substantially impact Licensee's business.
- "Priority D Error" means an Error that does not cause an impact on the Licensee's use of the Software and does not substantially impact Licensee's business, but which prevents the Software from performing in accordance with the Specifications.
- "Telephone Support" means technical support telephone assistance between 7:00AM and 7:00PM Eastern Time on Pumas-AI's regular business days concerning the installation and use of the then current release of the Software and the Previous Sequential Release.
- "Update" means any new version or release of the Software, or patches, which are necessary to Fix or correct Errors, or which Pumas-AI in its discretion makes generally available to its other licensees without additional charge.
- "Web Support" means information available on the World Wide Web, including frequently asked questions, the Software documentation and bug reporting.
- "Workaround" means a change in the procedures followed or data supplied by Licensee to avoid an Error without substantially impairing Licensee's use of the Software.