

**STONE BOND TECHNOLOGIE, LP  
MAINTENANCE SERVICES TERMS**

**1. GENERAL.**

This Maintenance Services Agreement, referenced in the ENTERPRISE ENABLER® END USER LICENSE AGREEMENT (the “Agreement”), is a legally binding agreement between licensee and STONE BOND TECHNOLOGIES, LP (“STONE BOND”). This Maintenance Services Agreement shall be subject to all the terms of the Agreement; however, in the event of any conflict between the Agreement and this Maintenance Services Agreement, the terms of this Maintenance Services Agreement shall control. All capitalized terms not defined herein have the definition for such terms set out in the Agreement.

**2. SCOPE OF COVERAGE.**

STONE BOND will only provide maintenance services under this Maintenance Services Agreement during Normal Business Hours for (a) the then-current version of Licensed Software, and (b) the immediately preceding version of the Licensed Software for a period of six (6) months following the release of the then-current version of the STONE BOND Software. As used herein, a “version” is any version of the Licensed Software designated, in STONE BOND’s sole discretion, by a change in either of the two most significant (leftmost) digits in the version number. In addition, STONE BOND shall be under no obligation to continue performance under this Maintenance Services Agreement to the extent that Licensed Software is used in any manner that violates the Agreement. For purposes of this Agreement, “Normal Business Hours” means STONE BOND’s normal office hours of 9:00 a.m. to 5:00 p.m. Central Time (Daylight Savings/Standard), Monday through Friday, excluding STONE BOND’s observed holidays.

**3. SERVICES.**

Licensee must identify the Maintenance Services Agreement number when accessing STONE BOND’s support service. For periods for which the Maintenance Fee (as defined below) has been paid, STONE BOND will:

**3.1** Use commercially reasonable efforts to correct, within the timeframes set forth below, any documented and reproducible errors in the Licensed Software that cause the Licensed Software not to

operate in all material respects in accordance with the applicable specifications as set forth in the Documentation:

<b>Severity Level</b>	<b>Response Time</b>	<b>Resolution</b>
0	<1 day	As soon as commercially reasonable with a dedicated and sustained effort, normally within 1 working day.
1	<2 days	As soon as commercially reasonable with an unscheduled update release normally within 5 working days
2	<5 days	The next subsequent scheduled release.
<ul style="list-style-type: none"> <li>• Response Times and Resolution hours shall be during Normal Business Hours only.</li> </ul>		

Licensee will be notified on a regular basis as to the progress of the corrective efforts until such time as a correction is completed. STONE BOND agrees to escalate the resolution of errors to its development team in the event an error is a Severity 0 or in the case of errors of lesser degrees if the time frames for error resolution have not been met or appear unlikely to be met.

**(a) Definition of Severity Levels:**

**(i)** For purposes of this Agreement a “Severity 0 Error” shall mean the Licensed Software is non-operational and no end users can access the Licensed Software, and there is no workaround acceptable to Licensee. STONE BOND will provide regular updates informing Licensee of the progress to remedy the reported problem. For Severity 0 Errors only, telephone support is available to report irregularities during Normal Business Hours.

(ii) For purposes of this Agreement a “Severity 1 Error” shall mean the Licensed Software is operational with functional limitations or restrictions that are serious and cause Licensee’s end users hardship, but for which a workaround solution exists, and the problem can be fixed in a future release. STONE BOND will provide regular updates informing Licensee of the progress to remedy the reported problem.

(iii) For purposes of this Agreement a “Severity 2 Error” shall mean all other functional or operational bugs.

**3.2** Provide updates and upgrades to the Licensed Software that are created during the term of the Maintenance Services Agreement when STONE BOND makes them generally available in the marketplace at no additional charge. All updates and upgrades shall be deemed accepted upon delivery. STONE BOND reserves the right to determine which updates and upgrades are offered to its customers subject to an additional charge, and any such updates and upgrades may be made available to Licensee at STONE BOND’s standard list rates for such items.

#### **4. SERVICE LIMITATIONS.**

The Maintenance Fee also does not include service attributable to: (a) modification, reconfiguration or maintenance by any person other than as authorized by STONE BOND; (b) any factor outside of STONE BOND’s control, including without limitation catastrophes, Licensee’s negligence, operator error and environmental conditions; (c) any use of the Licensed Software on equipment other than the Designated Equipment; or (d) any hardware, whether delivered by STONE BOND or not, or other software not supplied by STONE BOND.

#### **5. LICENSEE OBLIGATIONS.**

**5.1 Designated Contact.** Licensee shall designate two points of contact who shall be the only people to make inquiries to STONE BOND under this Maintenance Services Agreement.

**5.2 Notice of Errors.** Licensee shall notify STONE BOND of any errors or discrepancies it discovers in the operation of the Licensed Software. Such information shall be deemed Confidential Information of STONE BOND.

#### **6. FEES.**

**6.1 Maintenance Fee.** To procure maintenance services hereunder, Licensee shall pay the annual maintenance fee (the “Maintenance Fee”) covering 12 months of service (each 12 months being a “Maintenance Period”). The first Maintenance Period shall commence upon the delivery of Licensed Software. Each annual Maintenance Fee shall be as set forth in the applicable Quote Form(s) or Purchase Order(s), or as otherwise agreed in writing. STONE BOND supplied technical support that is not covered by this Maintenance Services Agreement shall be billed at STONE BOND’s then-current time and materials charges. STONE BOND reserves the right to adjust the Maintenance Fee for each Maintenance Period by providing Licensee with notice at least thirty (30) days prior to the end of the Maintenance Period.

**6.2 Payment.** STONE BOND will invoice Licensee annually in advance for the Maintenance Fee. STONE BOND will invoice Licensee for any other amount owed pursuant to this Agreement as accrued, which will be overdue if not paid within thirty (30) days from the date of invoice.

**6.3 Onsite Services.** If STONE BOND performs onsite service, Licensee shall pay actual travel, living and out-of-pocket expenses reasonably incurred by STONE BOND. If STONE BOND is unable to resolve a problem by remote access within a reasonable period of time, then STONE BOND, at its option, may send personnel onsite to resolve the problem.

**6.4 Services Not Covered.** In the event that STONE BOND provides services that it determines is due to a factor enumerated in Section 4 of this Maintenance Services Agreement, Licensee shall pay STONE BOND’s then-current time and materials charges needed to perform such services and actual travel, living and out-of-pocket expenses reasonably incurred by STONE BOND.

#### **7. TERM AND TERMINATION.**

(a) The term of this Maintenance Services Agreement shall commence on the date of download or delivery of Enterprise Enabler software and continue for a term of 1 to 3 years thereafter. This Agreement will automatically renew for additional 1 to 3 year periods unless a party provides the other party with written notice at least sixty (60) days prior to the expiration of the term of their intent not to renew this Agreement.

(b. Maintenance fees must be paid for all licensed components. If at any time the Maintenance fees for any licensed software components are not paid up to date, Stone Bond will suspend Maintenance for ALL licensed software.

(c. During a Maintenance Period, Licensee may terminate this Maintenance Services Agreement only upon STONE BOND's material breach of the terms of this Maintenance Services Agreement if such default continues for sixty (60) days after written notice, in which case Licensee's sole and exclusive remedy shall be to receive a refund in an amount equal to the most-recent Maintenance Fee times a fraction, the numerator of which is the number of months remaining in the then-current Maintenance Period and the denominator of which is 12.

(d. STONE BOND may terminate this Agreement at any time if it decides to no longer offer Maintenance Services to its customers, subject to a refund as set forth above. STONE BOND may terminate this Maintenance Services Agreement upon Licensee's material breach of the terms of this Maintenance Services Agreement if such default continues for thirty (30) days after written notice, without refund.

(e. The expiration or termination of this Maintenance Services Agreement shall not terminate or otherwise affect the Agreement. Sections 7, 8 and 9 shall survive termination of this Maintenance Services Agreement.

**8. NO WARRANTY.**

**ALL PRODUCTS AND SERVICES DELIVERED PURSUANT TO THIS MAINTENANCE SERVICES AGREEMENT ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT OR NON-INFRINGEMENT AGAINST THIRD PARTY RIGHTS. LICENSEE ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES IN THIS MAINTENANCE SERVICES AGREEMENT AND WITHOUT THESE LIMITATIONS STONE BOND WOULD NOT ENTER INTO THIS MAINTENANCE SERVICES AGREEMENT.**

**9. LIMITATION OF LIABILITY.**

IN NO EVENT WILL STONE BOND BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT. IN NO EVENT SHALL STONE BONDS' LIABILITY PURSUANT TO THIS MAINTENANCE SERVICES AGREEMENT EXCEED THE MOST-RECENT MAINTENANCE FEE PAYMENT.

