



MAINTENANCE AND SUPPORT AGREEMENT

Licensee		
Street Address		
City	State	Country
Contact Person	Phone	Fax

This Maintenance and Support Agreement (the "Agreement") is entered into by and between Envivio, Inc. ("Envivio" or "Licensor") and the Licensee set forth above (the "Licensee") as of the last date executed by the parties (the "Effective Date"). Licensor hereby agrees to provide to Licensee maintenance and support services (the "Services") for the Hardware and Licensed Software set forth below, which is licensed by Licensor to Licensee under the Software License Agreement(s) identified below (the "License Agreement"), subject to the terms and conditions attached hereto.

PRODUCT PURCHASED	
LICENSED SOFTWARE	
SOFTWARE LICENSE AGREEMENT	
ANNUAL MAINTENANCE FEE	\$
SUPPORT LEVEL	Standard _____ Premium _____
EFFECTIVE DATE	
EXPIRATION DATE	

LICENSEE ACKNOWLEDGES HAVING READ THE TERMS AND CONDITIONS SET FORTH ON THIS FACING PAGE AND THE PAGES ATTACHED HERETO. LICENSEE UNDERSTANDS ALL THE TERMS AND CONDITIONS, AND AGREES TO BE BOUND THEREBY.

ENVIVIO, INC.

LICENSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TERMS AND CONDITIONS

1. DEFINITIONS

Unless otherwise defined herein, the following terms shall have the meanings set forth below:

1.1 "Annual Maintenance Fee" means the maintenance fee as set forth on the first page of this Agreement.

1.2 "Correction" means any bug, fix, patch, workaround or other revision to the Licensed Software or Documentation that fixes a Defect, does not alter the functionality of the Licensed Software or add any new functions thereto, and may be reflected by a release of the Licensed Software designated by the numerical identifier to the immediate right of the decimal point.

1.3 "Current Release" means the latest version of the Licensed Software offered by Licensor for general commercial distribution, including all Updates to it.

1.4 "Defect" means any failure or function impairment in the Licensed Software that is reproducible, that causes the Licensed Software to not function in conformance with the Documentation, and that is reported to Licensor as set forth in this Agreement.

1.5 "Documentation" means the documentation, in either written or electronic form, delivered by Licensor to Licensee on the operation or maintenance of the Licensed Software or any portion thereof.

1.6 "Enhancement" means any improvement, addition or other modification to the Licensed Software or Documentation that improves function, adds one or more new features or functions, or otherwise improves performance of the Licensed Software, and may be reflected by a new version of the Licensed Software designated by the numerical identifier to the immediate left of the decimal point.

1.7 "Event of Default" has the meaning set forth in Section 7.4 of this Agreement.

1.8 "Level 1 Defect" means a Defect that causes the Licensed Software to fail to function and/or crash the system on which the Licensed Software is installed as to render the continued operation of the Licensed Software impossible or impracticable.

1.9 "Level 2 Defect" means a Defect that causes the Licensed Software to fail to operate in a material manner but does not render the system on which the Licensed Software is installed inoperable.

1.10 "Level 3 Defect" means a Defect that produces an inconvenient situation in which the Licensed Software operates substantially in accordance with the Documentation but nevertheless causes or results in substandard or erratic performance.

1.11 "Level 4 Defect" means a Defect that is minor or that is cosmetic in nature and does not result in reduced performance.

1.12 "Licensed Software" means the software as defined on the first page of this Agreement.

1.13 "Services" means the maintenance and support services that Licensor agrees to provide pursuant to Sections 2.2, 2.3, and 2.4 of this Agreement.

1.14 "Updates" means any and all Corrections and/or Enhancements provided by Licensor to its licensees who are eligible to receive maintenance and support services; provided, however, that "Update" shall exclude new, separate product offerings.

1.15 "Hardware" means the hardware platform on which the Licensed Software is installed and operated.

1.16 "System" means Hardware and Licensed Software sold together.

2. STANDARD MAINTENANCE AND SUPPORT.

Licensor shall provide the Services specified in the following sections of this Agreement solely for the Hardware and Licensed Software licensed by Licensee under the License Agreement. If only Licensed Software is purchased, the Licensed Software must be installed on a recommended hardware platform with recommended system configurations.

2.1. Defect Reporting. Licensee shall use all means necessary at its disposal to attempt to reproduce and diagnose all Defects with the System before contacting Licensor for technical support. Upon discovering a Defect, Licensee shall report the Defect to Licensor by electronic mail or facsimile in which report Licensee shall use its reasonable business judgment to classify the Defect in accordance with the classifications set forth in Section 1 above. In addition, Licensee agrees to supply Licensor with detailed hardware configuration for duplicating the problem, if requested by Licensor. If the System or Licensed Software is purchased from an Envivio Reseller or Distributor, the licensee must report any Defects to the Reseller or Distributor from whom the purchase was made.

2.2. Updates. Licensor shall supply Licensee with Updates released during the term of this Agreement at no charge beyond the Annual Maintenance Fee as Updates are developed (except out-of-pocket expenses set forth in Section 6.6 hereof). The Updates become a part of the "Licensed Software" and "Documentation", respectively, and shall be subject to all the terms and restrictions set forth in the License Agreement.

2.3. Support. Depending of the level of support purchased by Licensee set forth on the first page of this Agreement, Licensor shall provide Licensee with the support services specified in Exhibit A. However, if the System and support services are purchased from an Envivio Reseller or Distributor, the License shall contact this Reseller or Distributor first for support.

2.4 Defect Correction. Licensor agrees to respond to Defects reported by Licensee pursuant Section 2.1 above and provide a Correction as follows:

(i) Level 1 Defect. Licensor shall respond within one (1) business day and shall use its commercially reasonable efforts to provide a Correction within five (5) business days.

(ii) Level 2 Defect. Licensor shall respond within three (3) business days and shall use its commercially reasonable efforts to provide a Correction within ten (10) business days.

(iii) Level 3 Defect. Licensor shall respond within seven (5) business days and shall use its commercially reasonable efforts to provide a Correction within twenty (20) business days.

(iv) Level 4 Defect. Level 4 Defects shall be corrected at the next Update, if not otherwise previously corrected.

2.5. On-Site Services. The Services that Licensor is obligated to perform hereunder do not include any on-site services until Licensor has determined, in its discretion, that it has pursued all other fixes.

3. LIMITATION ON STANDARD MAINTENANCE AND SUPPORT.

3.1. Licensee Defects. If Licensee notifies Licensor of a problem and Licensor determines that the problem is due to Licensee's incorrect or improper use of the System or Licensed Software or failure to comply with the terms of the License Agreement (as opposed to a Defect in the Licensed Software), Licensor shall have no obligation to take any action to correct the problem. At Licensee's request and at Licensor's sole discretion, Licensor may attempt to correct the problem, and Licensee shall pay Licensor the then current time and materials rate for all services provided and all expenses of Licensor associated with performance of those services, whether or not the problem is corrected.

3.2. Current Release. Licensor's obligations under this Agreement shall apply only to the Current Release. However, Licensor shall support the immediately prior release (the "Prior Release") for three (3) months following release of the Current Release. During this period, Licensor's sole obligation with respect to the Prior Release shall be to ensure that the Prior Release continues to function in the manner in which it functioned on the date that Licensor made available the Current Release.

3.3. Licensee's Modifications . The Services provided for hereunder do not cover System or Licensed Software modified by Licensee or System or Licensed Software used in any manner in violation of the License Agreement.

3.4. Data. Licensor shall have no responsibility for loss of or damage to Licensee's data. Licensee shall take all necessary steps to backup its data.

4. TRAINING

During the first thirty (30) day period following the Effective Date, at Licensee's request, Licensor will provide technical training, subject to Licensee's payment of the Annual Maintenance Fee and reasonable out-of-pocket expenses, in the Licensed Software to no more than two (2) identified technical assistance personnel of Licensee. Such technical training will occur at designated facilities of the Licensor in California or France or other agreed upon locations at a mutually agreeable date and will not exceed two (2) business days. The format/content of the training courses shall be determined by Licensor in its sole discretion. Following this initial training, additional training may be provided upon mutually agreed terms and conditions.

5. LICENSEE OBLIGATIONS

5.1. First Level Support/Single Point of Contact. All communications relating to the Services shall be supervised, coordinated, and undertaken by no more than one (1) contact person designated by Licensee as specified on the first page of this Agreement who shall act as a single point of

contact between Licensee and Licensor. All problems must be researched by the contact person before contacting Licensor or Envivio Reseller or Distributor from whom the Licensed Software was purchased.

5.2. Remote Connection. Licensee shall allow and enable Licensor to perform support services remotely using commercially available remote control software agreed to by the parties. Licensee agrees to obtain a copy of such software, provide an operational telephone line, and provide such assistance as reasonably necessary to facilitate such support. Licensee shall be solely responsible for instituting and maintaining security safeguards to protect Licensee's systems and data.

6. MAINTENANCE AND SUPPORT FEES

6.1. Annual Maintenance and Support. In consideration of the maintenance and support services provided under this Agreement, Licensee agrees to pay the Annual Maintenance Fee set forth on the first page of this Agreement.

6.2. Price Increases. The Annual Maintenance Fee may be adjusted upward by Licensor on an annual basis (on the anniversary date of this Agreement); provided, however, that Licensor will notify Licensee of such adjustment no less than thirty (30) days prior to the applicable anniversary of the Effective Date.

6.3. Manner of Payment. The Annual Maintenance Fee is due and payable within fifteen (15) days of the Effective Date and on the next anniversary of the Effective Date each year thereafter. All other service fees and expenses shall be invoiced monthly and are due and payable by Licensee within fifteen (15) days of the date of invoice.

6.4. Non-payment. In addition to rights set forth in Section 7, Licensor reserves the right to refuse to provide Services when fees or other charges due from Licensee remain unpaid after fifteen (15) days from the due date. Invoices remaining unpaid following fifteen (15) days after the due date shall be subject to interest at the rate of one and one half percent (1.5%) per month or the maximum rate allowed by law, whichever is less.

6.5. Taxes. The fees payable under this Agreement shall not include local, state or federal sales, use, value-added, excise or personal property or other similar taxes or duties and any such taxes shall be assumed and paid by the Licensee except those taxes based on the net income of Licensor.

6.6. Out-of-Pocket Expenses. All reasonable out-of-pocket expenses incurred by Licensor in connection with this Agreement, including but not limited to those for meals, lodging and travel, shall be paid by Licensee.

7. TERM, TERMINATION, AND DEFAULT

7.1. Term. This Agreement shall commence on the Effective Date and shall continue for one (1) year unless earlier terminated pursuant to this Section 7. The Agreement shall automatically renew for successive one (1) year periods unless Licensee notifies Licensor of Licensee's intent not to renew at least sixty (60) days prior to the expiration of the applicable period.

7.2. Termination without Cause. Licensee may terminate this Agreement without cause by

giving ninety (90) days written notice to Licensor.

7.3. Termination of License Agreement. If Licensor or Licensee terminates the License Agreement for any reason as to all of the Licensed Software, this Agreement shall terminate. If Licensor or Licensee terminates the License Agreement for any reason as to a portion of the Licensed Software, then this Agreement shall remain in effect for the remaining Licensed Software.

7.4. Termination for Default. By giving written notice, either party may terminate this Agreement upon the material default of the other party (an "Event of Default"); provided, however, that an Event of Default by either party shall not be cause for termination if the defaulting party cures such default (if the default is susceptible to cure) within thirty (30) days of receipt of written notice of default from the other party. For purposes of this Agreement, each of the following constitutes a non-exclusive Event of Default:

(a) Any material representation by either party is discovered to be materially misleading or inaccurate, or either party fails to perform any material covenant, agreement, obligation, term or condition contained herein;

(b) Either party fails to comply with the provisions of the confidentiality agreement executed by the parties hereto;

(c) Either party attempts to assign, terminate or cancel this Agreement contrary to the terms thereof;

(d) Licensee fails to make payment as provided herein;

(e) Licensee breaches its obligations under any services agreement or the License Agreement entered into by and between the parties;

(f) Either party terminates the License Agreement; or

(g) Either party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or appoints a receiver, acquiesces in the appointment of a receiver or trustee, or liquidator for it or any substantial part of its assets or properties.

7.5. Rights Upon Termination. Upon an uncured Event of Default, the non-breaching party may, except as limited by this Agreement, seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised by the non-breaching party, successively or concurrently, in addition to any other remedies available to it. Upon termination by Licensor for Licensee's default or any termination by Licensee pursuant to Section 7.2, all amounts under this Agreement shall become immediately due and payable and all amounts previously paid shall be non-refundable and be retained by Licensor.

7.6. Survival of Provisions. Sections 7.5, 7.6, 8, and 9 and all accrued and unpaid obligations arising hereunder shall survive the termination hereof.

8. WARRANTY; LIMITATION OF LIABILITY; DISCLAIMER

8.1. Software Warranty. ALL MATERIALS PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS-IS." LICENSOR MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED ON ANY MATERIALS PROVIDED UNDER THIS AGREEMENT AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.2 Hardware Warranty. LICENSOR WARRANTS THAT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF ITS DELIVERY TO LICENSEE THE HARDWARE PROVIDED HEREUNDER SHALL SUBSTANTIALLY PERFORM IN ACCORDANCE WITH IT WAS DESIGNED TO DO. IF THE HARDWARE DOES NOT OPERATE SUBSTANTIALLY IN ACCORDANCE WITH THE HARDWARE SPECIFICATIONS, LICENSOR SHALL (A) REPAIR SUCH HARDWARE SO THAT THE HARDWARE OPERATES SUBSTANTIALLY IN ACCORDANCE WITH THE HARDWARE SPECIFICATIONS, OR (B) REPLACE SUCH HARDWARE WITH ANOTHER PRODUCT OFFERING SUBSTANTIALLY SIMILAR FUNCTIONALLY. PLEASE SEE EXHIBIT B FOR HARDWARE RETURN PROCEDURES.

8.2. Limitation of Liability. LICENSOR, ITS AGENTS AND EMPLOYEES SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA OR BUSINESS. LICENSOR'S TOTAL LIABILITY TO LICENSEE UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY LICENSEE TO LICENSOR PURSUANT TO THIS AGREEMENT. THE PARTIES AGREE THAT THIS IS A REASONABLE ALLOCATION OF RISK.

8.3. Disclaimer. Licensor shall not be responsible under this Agreement to provide Services, Corrections, Enhancements, Updates, or any other maintenance and support for Licensed Software that Licensee (a) misuses, improperly uses, alters, or damages; (b) uses with any hardware or software not supplied or approved by Licensor; (c) otherwise uses in a manner not in accordance with the License Agreement; or (d) use by Licensee of the Licensed Software subsequent to availability to Licensee of any superseding versions or releases of the Licensed Software.

9. GENERAL

9.1. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California, U.S.A. covering contracts made and to be performed in California, without regard to its conflicts of laws principles.

9.2. Dispute Resolution. All disputes arising in connection with this Agreement shall be finally settled in accordance to the dispute resolution provision in the master license agreement to which this Agreement serves as an ancillary agreement. If such master license agreement is silent on the method of dispute resolution, then all disputes arising in connection with this Agreement shall be finally settled under the Commercial Arbitration Rules of the American Arbitration Association by one (1) arbitrator appointed in accordance with the said rules. All arbitration proceedings shall be conducted in the English language in San Francisco, California, USA. The parties hereby agree that any award rendered by the arbitrators appointed pursuant to this clause shall be enforceable under the procedures set forth in the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the "New York

Convention"). The fact that a party's country origin has not ratified the New York Convention shall not prevent arbitral award from being enforced under the New York Convention.

9.3. Assignment. This Agreement shall bind the parties and their successors and permitted assigns. Licensee may not assign this Agreement without the prior written consent of Licensor. Licensor may assign this Agreement to an affiliate or upon any acquisition of Licensor, whether by merger, sale of stock, sale of substantially all of its assets, or otherwise.

9.4. Notices. Any notice, consent or other communication in connection with the Agreement shall be in writing and may be delivered in person, by mail or by facsimile copy. If hand delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited with the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient, as follows:

If to Licensor: Envivio, Inc.
801 Gateway Blvd. Suite 402
South San Francisco, CA 94080, USA
Attention: Chief Financial Officer
Facsimile No.: 650-875-3030

If to Licensee: To the address set forth on the first page of this Agreement.

Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

9.5. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute one single agreement between the parties.

9.6. Severability. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without such provision.

9.7. Waiver. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach shall not be construed to be a waiver of any succeeding breach or of any other covenant. All waivers must be in writing and signed by the party waiving its rights.

9.8. Entire Agreement. This Agreement is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings or agreements between the parties relative to such subject matter. No amendment to, or change, waiver or discharge of any provision of this Agreement shall be valid unless in writing and signed by an authorized representative of the party against which such amendment, change, waiver or discharge is sought to be enforced.

[Exhibits A and B Follow]

**EXHIBIT A
SUPPORT LEVELS**

Support Items	Standard 20%	Premium 30% (min US\$70k)
Dedicated support: fax and email contacts for trouble reporting	Unlimited	Unlimited
Phone support 9am to 6pm on normal business days	24 calls a year	Unlimited
Response from Envivio within 24 hours for Level I Defects	Yes	Yes
Minor software upgrades for products free of charge (e.g. from version 2.1 to 2.5)	Yes	Yes
Major software upgrades for products free of charge (e.g., from version 2.x to 3.x). Standard customers will receive a 40% discount when purchasing an upgrade	No	Yes
Hardware upgrades (to synchronize with software upgrades) free of charge. Standard customers will receive a 25% discount when purchasing an upgrade	No	Yes
24 Hour support line for trouble reporting and trouble shooting	No	Yes
Call back from engineer (when out of normal business hours) within 120 minutes for Level 1 Defects	No	Yes
Advance Replacement Units shipped once a fault has been identified by customer and confirmed by Envivio for Level I Defects	No	Yes
On site assistance if determined by Envivio to be necessary – arrival on site within 72 hours (normal business days)	No	Yes

EXHIBIT B
HARDWARE RETURN PROCEDURES

When it becomes necessary to return the purchased hardware for upgrade, repair or replacement during the warranty or out-of-warranty period, the following must be observed:

1. Hardware shall be forwarded to Envivio, transportation prepaid.
2. Hardware returned to Envivio freight collect or without a Return Material Authorization (RMA) number will not be accepted.
3. Envivio shall not accept any responsibility for returned hardware that is improperly packaged and/or damaged in shipment.
4. The hardware should not be subjected to abuse, improper installation or application, alteration, accident, or negligence in use, storage, transportation or handling.

The following steps must be taken when returning the hardware to Envivio:

1. Contact Envivio Professional Services located in France or United States depending on where the original shipment was made.

France: Phone – 33 2 23 35 52 60 Fax – 33 2 23 30 72 60
US: Phone – 1 650 875 3000 Fax – 1 650 875 3001

2. Speak to our support staff about any questions, issues or problems. Quite often equipment problems can be corrected over the phone, which keeps your equipment in service and avoids unnecessary and costly downtime.
3. If the hardware needs to be returned as determined by our support staff, an RMA number will be issued.
4. When the hardware is returned, please include a detailed description of the problem(s) for the hardware so the problem(s) can be replicated and diagnosed.
5. If the repair is not covered under the warranty, a PO needs to be issued for the repair work.
6. Reference the RMA number on all paperwork that accompanies the equipment and write the RMA number clearly on the outside of the shipping container.
7. Ship the equipment in the original shipping container and packaging or its equivalent, prepaid, to either one of the following addresses depending where the RMA was issued:

France:

15 rue de L'Erboniere, 35510 Cesson Sevigne, France

United States:

801 Gateway Blvd., #402, S. San Francisco, CA 94070