

**inSORS Integrated Communications, Inc.**

**MAINTENANCE POLICY**

**May 15, 2007**

**Generally**

This Policy Statement sets forth the Maintenance Services provided by inSORS to its Customers. The Maintenance Services consist of Support Services and Updates for Licensed Software and Support Services for inSORS-Supplied Hardware.

All terms and conditions set forth in any Software License Agreement between inSORS and the Customer are incorporated by reference, as if fully repeated in this Maintenance Policy. To the extent that there necessarily is an inconsistency between the Software License Agreement and this Maintenance Policy, the terms and conditions in the Software License Agreement will prevail.

**Section 1: Definitions**

For the purposes of this Maintenance Policy, the following definitions apply to the respective, capitalized terms.

"Authorized Customer Contact" means an individual designated by a Customer to act as a liaison between the Customer and inSORS in the event that the Customer believes that the Licensed Software or inSORS-Supplied Hardware has an Error.

"Confidential Information" means all information (whether in written, oral, electronic or other format) that relates to the business of inSORS (including business processes, know-how, technical, financial or trade secret information, supplier identities and inSORS personnel identities) that is disclosed to, or otherwise ascertained by, the Customer (whether directly or indirectly) in connection with the Software License Agreement and that should reasonably have been understood by the Customer, because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be confidential.

"Contact Information" means the full name, title/position, work address(es), work telephone number(s) and email address(es) of an individual.

"Customer" means an entity that has accepted a Quote and subsequently entered into a Software License Agreement with inSORS, where the Software License Agreement is still in force. Such an entity stops being a Customer upon termination of the Software License Agreement.

"Error" means a material malfunction within either the Licensed Software or

inSORS-Supplied Hardware that prevents the Licensed Software from operating in substantial conformity with any applicable specifications provided by inSORS to the Customer.

"Error Resolution" means a modification, addition or substitution that, when applied to the Licensed Software or inSORS-Supplied Hardware, establishes substantial conformity of the Licensed Software to the functional specifications, or a procedure or routine that, when observed in the operation of the Licensed Software, eliminates the practical adverse effect of an Error for a user.

"Initial Term" means a period of time that (1) starts upon inSORS shipping, or otherwise making available, to a Customer Licensed Software or hardware (pursuant to a Quote and subsequent agreement between inSORS and the Customer) and (2) ends the earlier of:

- (a) twelve months after inSORS ships, or otherwise makes available, to the Customer the Licensed Software or hardware or
- (b) any termination of the Software License Agreement.

"inSORS-Supplied Hardware" means equipment (including personal computers, Unified Collaboration Servers, cameras, displays and other peripherals, as well as components of the forgoing) that may be purchased from inSORS by a Customer for use with the Licensed Software.

"Licensed Software" means any and all computer programs, in machine-readable object code, that are delivered or deliverable by inSORS to a Customer pursuant to a Software License Agreement. In the event that inSORS provides any Update, the Update constitutes "Licensed Software."

"Maintenance Agreement" means an agreement between inSORS and a Customer setting forth that inSORS will provide Maintenance Services to the Customer for a predetermined period of time after the Initial Period in return for the payment of a Maintenance Fee.

"Maintenance Fee" means the fee charged by inSORS for the provision of Maintenance Services for the Licensed Software after the Initial Period.

"Maintenance Period" means the time during which inSORS will supply to a Customer Maintenance Services. As long as the corresponding Software License Agreement has not been terminated, the Maintenance Period shall extend through the Initial Term. Thereafter, assuming the inSORS has received the invoiced Maintenance Fees and the Software License Agreement is still in effect, the Maintenance Period may be extended as a result of inSORS and the Customer entering into a Maintenance Agreement for future Maintenance Services.

"Maintenance Services" means the services provided by inSORS as described in its Maintenance Policy. As referred to above, such services are categorized as (1)

Support Services for Licensed Software, (2) Updates for Licensed Software and (3) Support Services for inSORS-Supplied Hardware.

"Normal Business Hours" means the hours between 9:00 a.m. and 5:00 p.m., Chicago, Illinois, time, on any day that commercial banks in Chicago are open for business.

"Quote" means a quote form that has been completed by inSORS that lists the Licensed Software or hardware that inSORS offers to a potential Customer.

"Update" means a revised version, or subset, of the Licensed Software containing one or more corrections, upgrades, modifications, fixes, patches, or enhancements.

"Software License Agreement" means all agreements between inSORS and a Customer under which the Customer has a right to use the Licensed Software.

"Supplemental Support Charge" means a charge for rendering Support Services to correct an Error that inSORS determines did not exist or was not caused by either the Licensed Software or inSORS-Supplied Hardware.

## **Section 2: Scope of Maintenance Services Generally**

2.1 During the Maintenance Period, inSORS shall render Maintenance Services to each Customer for the Licensed Software and inSORS-Supplied Hardware, provided that the Customer follows the Support Request Procedures, as described below in Section 3, and inSORS has received from the Customer all applicable Maintenance Fees.

2.2 inSORS shall use commercially reasonable efforts to resolve promptly a verifiable and reproducible Error when reported to inSORS in accordance with the Support Request Procedures.

2.3 An Error is considered resolved when:

- The Licensed Software and inSORS-Supplied Hardware conform substantially to their specifications;
- The Authorized Customer Contact has been advised on how to correct to bypass the Error;
- The Authorized Customer Contact has been informed that the correction of the Error will be available through a future Update, dynamic update package or documentation update; or
- inSORS determines that the problem falls within a category not covered by inSORS' applicable specifications document, and the Authorized Customer Contact has been so notified.

2.4 This Maintenance Policy is effective as of the date first written on the initial page of this Maintenance Policy. inSORS reserves the right to change or retract this

Maintenance Policy at any time, without advance notice.

### **Section 3: Support Request Procedures**

3.1 Support Requests will be made by sending an email to support@insors.com or as otherwise directed by inSORS. A Support Requests may only be made by an Authorized Customer Contact.

3.2 The Customer will keep inSORS apprised of the current Contact Information for all Authorized Customer Contacts. The timely updating of the Contact Information is required for inSORS to ensure that any report of an Error is from an Authorized Customer Contact and to assist inSORS in issuing possible notifications regarding patches and Updates.

3.3 Upon receiving a Support Request, inSORS shall confirm that the Support Request includes both the technical information and Contact Information necessary for a timely and efficient response. inSORS shall send the Authorized Customer Contact an email if and when:

- the Support Request is first received and logged by inSORS;
- inSORS requires more information during the trouble shooting process;
- the reported Error is resolved;
- the reported Error is the subject of an Incident Escalation, as described in Section 4 below.

3.4 As a precondition to any Customer receiving Maintenance Services, the Customer must cooperate fully with inSORS in striving to resolve any Error.

3.5 In some cases, inSORS may resolve an Error through a "temporary fix" consisting of programming or operating instructions.

3.6 inSORS shall not be responsible for resolving Errors in any version of the Licensed Software other than the most recent release of the Licensed Software, provided that inSORS shall continue to support a prior release superseded by a recent release for a reasonable period of time (so as to allow the Customer to implement the most recent release) where such reasonable period shall not to exceed 90 days.

3.7 In order to register an individual working for a particular Customer as an Authorized Customer Contact, the Customer will send an email to an address designated by inSORS with the phrase, "Authorized Customer Contact Registration," in the subject line of the email. Such a "Registration E-mail" must include all of the following information for each individual that that the Customer seeks to register as an Authorized Customer Contact:

- Full name;
- Title/position;
- Company name and address;
- At least one email address;

- At least one telephone number;
- Times that the proposed Authorized Customer Contact is available for an Authorized Customer Contact Training Session (“ACC Training Session”).

The Registration Email shall be sent at least one week in advance of the time(s) proposed for the ACC Training Session.

3.7.1 A member of the inSORS support staff will reply to the Registration E-mail and will strive, as a goal, to make commercially reasonable efforts to schedule an ACC Training Session at or near the suggested time(s) set out in the Registration E-mail.

3.7.2 inSORS will provide one (1) ACC Training Session with no more than four (4) attendees at no additional charge to the Customer. inSORS will invoice the Customer a “Training Charge” for each individual (in addition to the first four) taking an ACC Training Session. As of the date first written on the initial page of this Maintenance Policy, the Training Charge for one individual to attend an ACC Training Session is \$100.

3.8 A member of inSORS’ support staff will conduct the ACC Training Session. At inSORS’ sole discretion, the ACC Training Session will be conducted via telephone or via the inSORS Grid Collaboration System.

3.9 After a proposed Authorized Customer Contact has completed the ACC Training Session, a member of inSORS’ support staff will notify the person who submitted the Registration Email that each individual participating in the ACC Training Session is now an Authorized Customer Contact for the Customer.

3.10 There is no upper limit to the number of Authorized Customer Contacts. However, each person must complete an ACC Training Session before becoming an Authorized Customer Contact.

#### **Section 4. Support Services for the Licensed Software Generally**

4.1 Support Staff Classification. inSORS Support Staff are categorized as described below:

- “Level 1 Support Staff” – inSORS technicians who act as liaisons between inSORS and the Authorized Customer Contacts to resolve Errors. Upon receiving a Support Request, Level 1 Support Staff will classify and log the Support Request. Thereafter, Level 1 Support Staff will work toward resolving issues relating to: Sound settings, including echo cancellation problems; desktop and room video settings; room display settings; node configuration settings; or operational questions not covered in an ACC Training Session. Level 1 Support Staff provide technical support and assistance by email and telephone to Authorized Customer Contacts. If an Error will be solved through a future software upgrade, dynamic update package, or documentation change, the Level 1 Support Staff will use commercially reasonable efforts to advise Authorized Customer Contact on how to bypass the Error.
- “Level 2 Support Staff” – senior technical specialists, technical product management,

and Research and Development personnel employed by inSORS.

- “Level 3 Support Staff” – inSORS’ Chief Technology Officer and his/her direct reports.

4.2 Incident Classification. Incidents are categorized as described below:

- “Class A Incident” – Error consisting of a total loss of core functionality as listed in inSORS’ Specifications schedule. Class A incidents consist of a failure to launch IGMeeting; a failure to send or receive invitations; or a failure to transmit or receive IGPIX.
- “Class B Incident” – Error consisting of performance problems in the Licensed Software that has a noticeable impact during communication sessions.
- “Class C Incident” – Other Errors that have minor or no impact on the communication session experience.

4.3 Incident Escalation. All incidents will initially be addressed by Level 1 Support Staff. Class A and Class B incidents that cannot be resolved by Level 1 Support Staff will be escalated so that they are addressed by Level 2 Support Staff. Class A incidents that cannot be resolved by Level 1 or Level 2 Support Staff will be escalated so that they are addressed by Level 3 Support Staff.

4.4 As a precondition to the Customer receiving any Maintenance Services, inSORS Support Staff must have access to enter communications sessions established by the Customer with the Licensed Software and to test the system with the Authorized Customer Contact.

## **Section 5. Support Services for the Unified Collaboration Server (“UCS”)**

5.1 Support for the Unified Collaboration Server (“UCS”) is categorized as described below:

- “Type 1 UCS Support” – inSORS has remote access to the UCS, and inSORS is in sole possession of the server’s root (administrator) password.
- “Type 2 UCS Support” – inSORS has remote access to the UCS and either (1) the Customer has sole possession of the server’s root password or (2) inSORS and the Customer both have the root password.
- “Type 3 UCS Support” – inSORS does not have access to the UCS and does not have the root password.

5.2 Type 1 UCS Support will be provided to a Customer, at no additional charge, during the Initial Term. The Customer may contact inSORS and order Type 2 or Type 3 UCS Support during the Initial Term; however, to obtain such a level of support during the Initial Term, the Customer may pay additional fees to inSORS. After the Initial Term, the Customer shall be free to elect, when ordering Maintenance Services, which type of UCS Support it wishes to receive.

5.3 Each UCS used by a Customer will use the most current version of the inSORS-specified operating system, with the most current updates installed.

5.4 In the event that a particular Customer elects to receive Type 1 UCS Support, inSORS shall, at no additional cost to the Customer, facilitate updating the Red Hat Enterprise Linux operating system on the Customer's UCS, so that the USC operating system remains compliant with the requirements of the Licensed Software.

5.5 In the event that a Customer elects to receive Type 2 or Type 3 UCS Support, the Customer is solely responsible to insure that the most current version of Linux operating system (with the most current Red Hat Enterprise Linux updates) are properly installed in the UCS and to make any payments to Red Hat for such updates. If a Customer elects to receive Type 2 or Type 3 UCS Support, that Customer does not maintain the UCS with most current version of Linux operating system (with the most current Red Hat Enterprise Linux updates), and an Error is caused as a result, a Supplemental Support Charge shall accrue for the time inSORS' Support Staff spends working to correct the Error.

5.6 Notwithstanding anything to the contrary, if the Customer elects to receive Type 2 or Type 3 UCS support and inSORS does not have the root password or is not allowed access to a root password, inSORS cannot warrant that it can repair all Errors in the UCS after the initial installation. Similarly, if the Customer elects to receive Type 3 UCS support and inSORS is not allowed access to the UCS, inSORS also cannot warrant that it can repair all Errors in the UCS after the initial installation.

5.7 The Parties acknowledge that, if the Customer elects to receive Type 2 or Type 3 UCS Support, the Customer administrator, other than inSORS, may adversely affect the UCS. If the actions of the Customer administrator cause an Error, a Supplemental Support Charge shall accrue for the time inSORS' Support Staff spends working to correct the Error.

## **Section 6: Updates for the Licensed Software**

If and when an Update for the Licensed Software becomes available during a Customer's Maintenance Period, inSORS will provide the Customer with a copy of the Update at no charge other than any Maintenance Fees due to inSORS. Each such Update will be considered Licensed Software under the terms of the Software License Agreement. Neither the Software License Agreement nor this Maintenance Policy creates any obligation on the part of inSORS to provide Updates.

## **Section 7: Support Services for inSORS-Supplied Hardware**

7.1 inSORS shall offer Support Services for inSORS-Supplied Hardware. Such Support Services shall cover the equipment listed in the bill of materials provided by inSORS.

7.2 Support Services for inSORS-Supplied Hardware are available to Customers for the thirty-six (36) months following the date that the hardware is first shipped to a

Customer, provided that any return of such hardware is completed during such 36-month period, and the Customer complies with the Return Procedures set forth below. The offer to provide Support Services for inSORS-Supplied Hardware after a manufacturer's warranty has expired but within 36 months after the hardware was first shipped to the Customer is referred to as the "inSORS Extended Warranty."

7.2.1 The inSORS Extended Warranty, in effect, extends any warranty of the manufacturer of the inSORS-Supplied Hardware, where such warranty by the manufacturer lasts less than 36 months. In this way, the Customer can be assured that either the manufacturer or inSORS warrants the inSORS-Supplied Hardware for the first three years after the hardware has been shipped to the Customer.

7.2.2 The inSORS Extended Warranty is subject to the terms and conditions of both the applicable hardware manufacturer's warranty and this Maintenance Policy.

7.3 Upon receiving a notice of defective inSORS-Supplied Hardware and verification that it is defective, inSORS will, at its option, work to repair the defective hardware or identify the component of the hardware causing an Error. If necessary to resolve an Error, inSORS will replace the defective hardware with (1) a replacement that is either new or equivalent to new or (2) an alternative, substitute product that has functions that are equivalent to, or better than, the defective hardware.

7.4 If the Customer requests replacement of inSORS-Supplied Hardware, the Customer will relinquish the defective inSORS-Supplied Hardware to inSORS. All such defective inSORS-Supplied Hardware becomes the property of inSORS. For a return of defective inSORS-Supplied Hardware, such defective hardware must be returned to inSORS according to the Return Merchandise Authorization ("RMA") Procedure described below.

#### 7.5 Return Merchandise Authorization Procedure

7.5.1 Upon noting defective hardware covered by inSORS Maintenance Policy, an Authorized Customer Contact may email to inSORS' Support Staff, at an address designated by inSORS, an RMA Request. The RMA Request will include all of the following "Hardware Return Information":

- Customer name and address;
- Authorized Customer Contact name;
- Authorized Customer Contact telephone number;
- Detailed description of the problem with the hardware;
- Specific information on the defective component, including Service Tag or Serial Number;
- Incident ticket number (if known); and
- Full name of the inSORS Level 1 Support Staff member assigned to the incident (if known)



7.5.2 Upon receiving the Hardware Return Information, inSORS will confirm whether or not the hardware is covered by either the manufacturer's warranty or the inSORS-Extended Warranty. If the hardware is covered under either warranty, the Customer will be issued, via email or facsimile, an "RMA Number," a Warranty Replacement Return Confirmation ("WRRC Form") and additional instructions for warranty return. If the hardware problem is not covered by either the manufacturer's warranty or the inSORS-extended warranty, inSORS will so advise the Customer and take no further action.

7.5.3 The Customer will complete the WRRC Form and return it to inSORS by facsimile or email.

7.5.4 The Customer will pack the defective hardware in its original packaging or equivalent packaging sufficient to prevent damage to the hardware during shipment. The RMA Number must be clearly marked on the outside of the package, along with the freight declaration. No action will be taken on the return of equipment under warranty if the RMA Number is invalid or not clearly marked on the package. The Customer will pay for and then send the defective hardware to a location specified in the instructions for warranty return provided to the Customer.

7.5.5 After receiving the signed WRRC Form, inSORS will ship (or have shipped) the replacement hardware to the address given in Customer's RMA Request. New and reconditioned parts made by various manufacturers may be used for warranty repairs or warranty replacements.

7.6 inSORS shall invoice the Customer for the replacement hardware and freight charges if the original manufacturer's warranty has been voided (because of, for example, tampering, removal of components, improper maintenance, or any other reason set forth in the original manufacturer's hardware warranty). Further, if inSORS or the original manufacturer does not receive the defective hardware within ten days after the Customer receives replacement hardware, inSORS shall invoice the Customer, and the Customer must pay, for the replacement hardware at inSORS' then current list price for the hardware plus the freight charges. Such a charge is referred to as a "Noncompliant Hardware Return Charge."

7.7 inSORS is not liable for any failure or delay in performance due to any cause beyond its control. Support extends only to uses for which the Licensed Software and inSORS-Supplied hardware were designed. Thus, notwithstanding anything to the contrary, inSORS is not responsible for, and inSORS' Maintenance Services do not include: consumables (e.g., replacement batteries, replacement projector bulbs and plasma display "burn in"); damage (e.g., breakage due to moving or dropping hardware); misuse (e.g., applying the incorrect voltage); nor acts of God (e.g., fires and floods).

7.8 Notwithstanding anything to the contrary, inSORS is not obligated to provide any: on-site support or assistance at the Customer's premises; installation of inSORS'

products; consulting; pre-sales operations or training; or preparation or delivery of any documentation.

### **Section 8: Timing of Maintenance Services**

inSORS provides Support Services for Licensed Software and for inSORS-Supplied Hardware during Normal Business Hours. inSORS will ship, or have shipped, replacement hardware within a reasonable number of business days from the time a properly completed WRRC is returned to inSORS by the Customer.

### **Section 9: Limitations and Warranties**

9.1 inSORS warrants that the Licensed Software will perform substantially in accordance with applicable specifications, which inSORS publishes and will provide to the Customer upon request. inSORS further warrants that any updated version of the Licensed Software will be compatible with at least the version of the Licensed Software issued by inSORS immediately before the updated release.

9.2 inSORS supports its Licensed Software and inSORS-Supplied Hardware and does not support or warrant software or hardware that it does not supply to Customers. inSORS has no responsibility for software or hardware that it has not supplied to the Customer, even where (by way of example and not by way of limitation) the other software or hardware is adversely affected by defects in the software or hardware supplied by inSORS. Further, the Licensed Software runs on third-party hardware, in multi-vendor environments. inSORS does not represent or warrant that the capacity of the third-party-supplied hardware will support all future features of Updates or that all Updates will be compatible with the third-party-supplied hardware.

9.3 EXCEPT AS EXPRESSLY STATED BY INSORS OR OTHERWISE REQUIRED BY LAW: INSORS PROVIDES NO WARRANTIES TO THE CUSTOMER, EITHER EXPRESS OR IMPLIED; INSORS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, OR OF MERCHANTABILITY, OR OF FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE; AND INSORS DISCLAIMS ANY IMPLIED WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. FURTHER, INSORS MAKES NO WARRANTY OF NONINFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. INSORS HAS NO OBLIGATION TO INDEMNIFY THE CUSTOMER FOR ANY INFRINGEMENT OF ANOTHER ENTITY'S INTELLECTUAL PROPERTY RIGHTS.

9.3.1 THUS, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, INSORS MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO, AND IS NOT RESPONSIBLE FOR, ANY DAMAGES (INCLUDING BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES) THAT MAY RESULT FROM PROVIDING, OR NOT PROVIDING, THE LICENSED

SOFTWARE OR MAINTENANCE SERVICES TO A CUSTOMER, EVEN IF  
INSORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.4 inSORS does not represent that the Licensed Software is appropriate for the purposes for which any Customer intends to use the Licensed Software, and inSORS assumes no risk related to the use of the Licensed Software by any Customer. In particular, the Licensed Software and inSORS-Supplied Hardware have not been tested for, nor has inSORS certified any products or services for use in, high risk applications including medical, life support, nuclear power, mass and air transportation control or any other potentially life-critical uses and makes no assurances that the Licensed Software or Maintenance Services are suitable for any high-risk uses.

9.5 Some states or jurisdictions may not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion or limitation of implied warranties, so the above limitations may not apply to certain Customers.

9.6 inSORS retains all right, title, interest and ownership in and to the Licensed Software and any copies, improvements, derivations and Updates thereof. Nothing in the Software License Agreement or this Maintenance Policy will be construed to grant to the Customer any right, title or ownership in the Licensed Software.

## **Section 10: Customer Responsibilities**

10.1 The Customer is solely responsible for procuring, installing, and maintaining all equipment, broadband Internet connections, communications interfaces, and other hardware that is not supplied by inSORS and that is necessary to operate the Licensed Software. Such hardware is described, in part, in the "Client Specifications" and "UCS Specifications," which are published by inSORS and will be provided to the Customer upon request.

10.2 The Customer is solely responsible for completing a backup of all existing data, software, and programs on all relevant equipment prior to inSORS performing any Maintenance Services. inSORS will not be responsible for any loss, or recovery, of data or programs, nor for the loss of use of any computer(s), system(s) or network(s).

10.3 The Customer will be solely responsible for providing adequate security for its systems.

10.4 Except for inSORS-Supplied Hardware, the Customer is solely responsible for maintaining the operating system software for relevant servers and end-user computers at manufacturer-specified minimum release levels or configurations. The Customer must ensure the proper installation of remedial replacement parts, patches, software updates or subsequent releases, as directed by inSORS or the manufacturer(s) of the inSORS-Supplied Equipment.

10.5 inSORS' performance and delivery of Maintenance Services are contingent upon the Customer's full cooperation, including: (i) the Customers providing access to its personnel, facilities, equipment, hardware, software, network and information and (ii) the Customer's timely decision-making, notification of relevant issues or information and granting of approvals and/or permission and (iii) the Customer ensuring that inSORS unquestionably has permission to access and use the relevant systems, the data on them, and all hardware and software components included in them, for the purpose of providing Maintenance Services.

10.6 As to any Confidential Information disclosed by inSORS to a Customer, the Customer must:

- take such steps, including the adoption and enforcement of internal policies, procedures and monitoring mechanisms, as are necessary to protect the Confidential Information from unauthorized use, reproduction or disclosure;
- use such Confidential Information only as expressly permitted by inSORS;
- not copy the Confidential Information or cause or allow it to be copied, directly or indirectly, in whole or in part, except as required in connection with Customer's proper use of the Licensed Software;
- not disclose, transfer, publish or otherwise communicate the Confidential Information in any manner to any person, except as explicitly permitted by inSORS.

The Licensed Software contains Confidential Information. The Customer must maintain the Licensed Software in strictest confidence and will not permit such information to be communicated, directly or indirectly, to any third party. In particular, the Customer must take the following actions, nor allow others to take such actions: modify, translate, reverse engineer, decompile or disassemble the Licensed Software, or make any copies of the Licensed Software, other than to the extent inSORS is required by law to permit the Customer to do so; or allow a competitor of inSORS to have access, directly or indirectly, to the source code or object code for the Licensed Software. Such actions would result in substantial, immediate, irreparable harm to inSORS.

10.7 All Confidential Information, in tangible or electronic form, under the control of the Customer must be destroyed, erased or returned to the inSORS promptly upon the earlier of: the written request of the inSORS or the termination of the Software License Agreement.

10.8 The restrictions of this section do not apply to Confidential Information that:

- is or becomes generally available to the public through no breach of legal obligations by the Customer;
- was in the Customer's possession, free of any obligation of confidence, prior to the time of receipt of it from inSORS by the Customer;
- is developed by the Customer independently of any of Confidential Information;
- is rightfully obtained by the Customer from third parties authorized at that time to make such disclosure without restriction;
- is required to be disclosed by law, governmental regulation or Court Order, provided that the Customer gives prompt written notice to inSORS of such legal and

regulatory requirement to disclose so as to provide inSORS reasonable opportunity to contest such disclosure.

10.9 The requirements of confidentiality set forth in this section survive any termination of the Software License Agreement.

## **Section 11: Fees and Charges**

11.1 During the Maintenance Period, inSORS will provide the Maintenance Services described in this Maintenance Agreement to Customers if, and only if, inSORS has received the applicable Maintenance Fees.

11.2 During the Maintenance Period, inSORS shall send to the Customer a Notification of when Maintenance Period for the relevant Licensed Software is scheduled to expire ("Scheduled Expiration Date"). The Notification will typically be sent by e-mail, approximately 90 days prior to the Scheduled Expiration Date. The Notification will function as an offer to enter into a Maintenance Agreement for a specified period of time immediately following the Scheduled Expiration Date.

11.2.1 If the Customer does not want inSORS to continue providing Maintenance Services, the Customer will respond within fourteen (14) days by sending an email to the address specified in the Notification. Absent such a response by the Customer, inSORS will send an invoice to the Customer for the Maintenance Fees due for continuing the Maintenance Services for the specified period of time immediately following the Scheduled Expiration Date.

11.2.2 Thereafter, providing that inSORS receives the invoiced Maintenance Fees and the corresponding Software License Agreement has not terminated, inSORS shall continue to provide Maintenance Services to the Customer for the specified period of time. If inSORS does not receive the invoiced Maintenance Fees before the Scheduled Expiration Date, the Maintenance Period will terminate.

11.3 Should a Maintenance Agreement for a particular Customer terminate for any reason, the Customer may subsequently request reinstatement of the Maintenance Agreement. inSORS may, at its sole discretion, allow the Customer to reinstate a Maintenance Agreement, but only if the Customer first pays to inSORS all the Maintenance Fees that otherwise would have been paid but for the termination of Maintenance Agreement.

11.4 In the event that a Customer requests Maintenance Services for the Licensed Software or inSORS-Supplied Hardware and, after investigation, it is determined that there was no Error or that the Error was not caused by inSORS, then a Supplemental Support Charge shall accrue for the time spent by inSORS personnel in providing the Maintenance Services. An Error will be deemed not to have been caused by inSORS when the Error is not the result of either the Licensed Software or inSORS-Supplied Hardware. Thus, by way of example and not by way of limitation, an Error caused by

Customer-purchased hardware or by the reconfiguration of Customer's network by the Customer will be deemed not to have been caused by inSORS. The Supplemental Support Charge will reflect inSORS' then-current hourly rate for Maintenance Services plus disbursements (including, for example, fees for an updated version of server software). inSORS' current hourly rates for support services are published by inSORS and will be provided to the Customer upon request. inSORS shall issue an invoice to the Customer for any Supplemental Support Charge.

11.5 Where a particular Customer is liable for a Maintenance Fee, or incurs a Supplemental Support Charge, Training Charge, or Noncompliant Hardware Return Charge ("Charge"), the Customer will pay inSORS within thirty days after receiving an invoice for such a Maintenance Fee or Charge. Where the invoice remains unpaid forty days following the transmittal of the invoice to the Customer, inSORS may notify the Customer that the invoice remains unpaid. Immediately thereafter, if the invoice remains unpaid, inSORS may, at its sole option, terminate the Maintenance Agreement for the Customer.

## **Section 12: TERMINATION**

inSORS' obligation to provide any Maintenance Services to a Customer ceases upon the termination of the Maintenance Period. Notwithstanding anything to the contrary, all contractual obligations of inSORS to the Customer, including the obligation to provide Maintenance Services, immediately ceases upon the termination of the Software License Agreement.