SOURCECODE TECHNOLOGY HOLDINGS, INC.

TECHNICAL SUPPORT AND MAINTENANCE POLICIES

These Technical Support and Maintenance policies apply to Technical Support and Maintenance services provided by SourceCode Technology Holdings, Inc. and its subsidiaries ("SourceCode") for its software products and documentation (collectively "Software"). "You" and "your" refer to the individual or entity that has ordered SourceCode Technical Support and Maintenance for the Software from SourceCode or through an authorized distributor. All Technical Support and Maintenance as specified in these policies will be provided in English.

I. Gold Level Technical Support and Maintenance Services.

Gold Level Technical Support and Maintenance gives you:

Provided you are current on your payments for Technical Support and Maintenance services, SourceCode will periodically make available to you patches, bug fixes, modifications and updates to the Software, as well as upgrades which SourceCode generally releases without charge to its supported customers (collectively, "Software Updates"). All Software Updates are considered part of the Software and licensed to you pursuant to your license for the Software. Technical Support and Maintenance services are provided only for the most recently released version of the Software and the immediately preceding version of the Software.

Call center access and interaction with the SourceCode support team in the local region providing you with support to log support service requests and address potential bugs in the Software according to these policies.

SourceCode will also provide you with online support logging facilities to log support ticket requests pertaining to potential bugs in the Software according to these policies.

You will also have access to an on-line collection of self-help tools and how-to information to help you develop your own solutions and troubleshoot issues.

II. Additional Technical Support and Maintenance Services.

You can supplement your Gold Level Technical Support and Maintenance with the following optional premier services:

1. Subscription Options. Subscription options are available for one year periods.

   (i) After Hours Options. After-Hours support is available only for Severity One issues as defined below.

      1. *Business Day After-Hours* support provides after-hours support during the work week (start of business on Monday to the end of business Friday) in the applicable support region.

      2.. *Everyday After-Hours* support provides support any time inside or outside of normal business hours, including weekends and public holidays, in the applicable support region.

      Licensees are required to contact our support phone line in order to receive assistance through these after-hours options.

   (ii) Multi-Regional Option. The *Multi-Regional* support option is for licensees with offices or teams in multiple support regions or countries. It allows each team to receive support from SourceCode in its region. The Multi-Regional support option extends Gold Level Technical Support and Maintenance to additional support regions during normal business hours for that support region.

   (iii) Extended Term Option. The *Extended-Term* support is for licensees still using specified K2 product versions that have been obsoleted and are no longer supported under standard K2 support and maintenance policies. This option is only available for specific major releases of obsolete K2 products. The Extended Term support option provides Gold Level Technical Support in the support region where the software was acquired. While patches and bug fixes will be provided as needed, no regular updates to the obsoleted software will be issued.

2. Pay-Per-Incident Options. Pay-Per-Incident options allow support to be purchased as-needed on a per incident basis. Payment is required before support is provided. Pay-Per-Incident support is not available in all support regions.
   (i) After-Hours Options.

      1. *Pay-Per-Incident Scheduled After-Hours* support provides support during a scheduled appointment after business hours in the support region.
      2. *Pay-Per-Incident Emergency After-Hours* support provides support if you don't subscribe to any after-hours support options or have not scheduled after-hours support.

   (ii) Technical Advisory Services. Licensees can purchase Technical Advisory Services for access to a K2 knowledge expert who can address specific "how-to" technical questions regarding design or implementation of a K2-based solution (see below).

III. Support Ticket Severity Levels.

SourceCode will use reasonable efforts to correct errors and provide maintenance for the Software as outlined below. All requests for Technical Support and Maintenance assistance will include one of the following severity levels:

(i) **Severity 1 (Emergency)** - The Software or a significant portion of the Software is totally inoperative. The Software is severely impacted or in a catastrophic situation causing total system failure or unrecoverable data loss. This severity level can only be assigned to situations involving Software already installed and operating in production or "live" environments.

(ii) **Severity 2 (High)** - The Software is usable, but is functionally degraded or restricted in a material manner with disruption to the normal operation of the system or a significant part of the system.

(iii) **Severity 3 (Low)** - The Software is usable but one or more functions may not operate as expected. This is a non-critical situation or one for which a work-around has already been identified.

A severity level may be changed only by SourceCode in its reasonable discretion.

IV. Response and Resolution Times.

Response Times.
SourceCode will make reasonable efforts to respond to Technical Support and Maintenance requests based on the severity and support level as shown below. The "Response Time" is the time elapsed between the initial report by you and when SourceCode aims to send an initial response to your report. A "business day" means a regular business workday other than a Saturday, a Sunday or a public holiday in the support region from which Technical Support and Maintenance services are provided to you, and "business hours" means the business hours in the support region from which Technical Support and Maintenance services are provided to you during a business day (see below for support region information). Technical Support and Maintenance services are provided to you from the location supporting the region where your licensee address is located as provided to SourceCode.

Severity	**Gold Level** **Target Response Time**
1	2 business hours
2	4 business hours
3	2 business days

Resolution Times.
SourceCode will also make reasonable efforts to resolve Technical Support and Maintenance requests based on the severity and support level as shown below:

(i) **Severity 1**: Reasonable attention from necessary maintenance staff until the problem is materially resolved. Resolution will normally be provided as a special purpose Software Update. The target time for resolution of the problem, or reducing the impact of the problem to Severity 2 or 3, is within three (3) calendar days from the time the problem is reported. SourceCode will maintain regular communication with you regarding the problem at mutually agreed upon intervals. If the resolution involves a code correction, it will normally be incorporated into the next general release Software Update.

(ii) **Severity 2**: SourceCode will make reasonable efforts to provide a resolution reasonably acceptable to you or reduce the impact of the problem to Severity 3, usually via a special purpose Software Update. If the resolution involves a code correction, it will normally be incorporated into the next general release Software Update.

(iii) **Severity 3**: SourceCode will make reasonable efforts to determine what corrective action is necessary to remedy the problem via a special purpose Software Update or advice to you. If the resolution involves a code correction, it will normally be incorporated into the next general release Software Update.

Severity	**Gold Level Target Resolution Time**
1	3 calendar days
2	5 business days
3	10 business days

V. Support Region Business Times.

The location and business hours of each support region providing technical support as specified in herein is available at SourceCode's website (www.k2.com)

VI. Your Obligations and Restrictions.

In order to receive Technical Support and Maintenance services, you agree to promptly install into the Software all Software Updates given to you by SourceCode. You acknowledge that any failure to timely implement such Software Updates may render the Software unusable or non-conforming to the applicable Documentation and you assume all risks arising from your failure to install such Software Updates. Even if you have paid the applicable fees, SourceCode will not be required to provide Technical Support and Maintenance services to you if you have not properly implemented all Software Updates provided to you.

You agree to give SourceCode access to the installed Software as necessary for SourceCode to determine the cause of the problem and find a resolution. You are solely responsible for your data, information and software, including making back-up copies and security.

You agree to inform SourceCode in writing regarding any changes or modifications to the Software you have made or had made for you. SourceCode will not be responsible for maintaining or providing support for the modified portions of the Software or portions of the Software affected by such modified portions.

If you request SourceCode to provide Technical Support and Maintenance services for (i) problems caused by your use of the Software outside the scope of the Software license or documentation or by any changes or modifications to the Software not authorized by SourceCode; (ii) problems caused by any changes to your system environment; or (iii) any problem for which SourceCode is not obligated to provide Technical Support and Maintenance services, such Technical Support and Maintenance services are subject to availability of SourceCode personnel and will be billed to you at SourceCode's standard time and materials rates at the time of such service.

VII. Term and Termination.

Technical Support and Maintenance services are purchased at your option. However, if you purchase Technical Support and Maintenance services for any Software licensed to you, you must purchase the same level of Technical Support and Maintenance services for all Software licensed to you. If you cancel or do not renew Technical Support and Maintenance services, such services will cease for all Software licensed to you. In the event Technical Support and Maintenance services are cancelled or not originally purchased at the time you licensed the Software, you may be charged a reinstatement fee if you choose to later purchase Technical Support and Maintenance services.

Technical Support and Maintenance services shall commence upon the date indicated in the applicable ordering document or invoice from SourceCode, and continue for the period specified. Except if Technical Support and Maintenance services are being provided to you as part of a Software subscription, at the end of such period, Technical Support and Maintenance services shall automatically renew for successive one (1) year periods unless you or SourceCode gives notice of cancellation or non-renewal of such Technical Support and Maintenance services at least thirty (30) days prior to the end of such period. You will be invoiced and responsible for payment for such renewals of Technical Support and Maintenance services.

Either party may terminate Technical Support and Maintenance services in the event the other breaches these Technical Support and Maintenance policies and fails to cure such breach within thirty (30) days after receiving written notice of such breach. If you terminate Technical Support and Maintenance services based upon an uncured breach by SourceCode, you will receive a refund of any prepaid and unused Technical Support and Maintenance fees. If SourceCode terminates Technical Support and Maintenance services based upon an uncured breach by you, you will not be entitled to a refund of any Technical Support and Maintenance fees.

If your license to the Software is terminated, SourceCode's obligation to provide Technical Support and Maintenance services terminates at the same time. The termination, cancellation or non-renewal of Technical Support and Maintenance services does not remove your obligation to pay any amounts due or accrued as of the date of termination, or any other of your obligations to SourceCode then or thereafter accrued.

VIII. Payment Information.

Fees for Technical Support and Maintenance services are calculated based on a percentage rate applied to the greater of (i) the then-current list price of the Software licensed to you; (ii) the immediately prior list price of the Software licensed to you; and (ii) the actual license fees you paid for such licensed Software. Unless otherwise specifically provided, fees for Technical Support and Maintenance services will be due and payable in advance according to these policies and your agreement with SourceCode. Remittance information will be provided on the applicable SourceCode invoice to you. If you have existing supported licenses and wish to acquire additional software licenses from SourceCode, the fee for Technical Support and Maintenance services for such additional licenses shall be based on the then-current rate for Technical Support and Maintenance services, prorated for the remaining term of such services. Renewal of Technical Support and Maintenance services shall be based on the total number of supported licenses at the time of renewal.

IX. Technical Advisory Services.

Technical Advisory Services provide "how to" and/or development consultation with a SourceCode specialist to assist with your use and implementation of SourceCode software. TAS consultation is offered to help you with specific targeted technical questions on how to use SourceCode software, while Technical Support addresses technical issues and problems with software functionality. If it turns out your TAS question is the result of a software technical issue, your question will be routed to Technical Support and you will not be charged for TAS time.

In order to use TAS credits you have purchased, you will first need to contact technical support through an online portal. A SourceCode consultant will then contact you to assess your technical questions and to schedule an appointment. Appointments are scheduled as they are received and as available times allow. Special arrangements can be made for after-hours assistance with installation or infrastructure questions, which will require the use of more TAS credits. All TAS assistance is delivered remotely though email, telephone and/or screen share, and in minimum one hour increments.

TAS credits are valid for one year from the date they are purchased, but you must be currently receiving Gold Level Technical Support and Maintenance in order to use TAS credits. Should your Gold Level Technical Support and Maintenance expire while you still have unused TAS credits, those TAS credits will be reinstated for their remaining validity period if you renew Gold Level Gold Level Technical Support and Maintenance within 30 days after such expiration.