



END USER LICENSE AGREEMENT

Important: This End User License Agreement (this “**Agreement**”) governs your use of any software provided or otherwise made available by Aceyus, Inc. (“**Aceyus**”) or its authorized resellers (“**Resellers**”). This Agreement is a legally binding contract between Aceyus and you (“**you**” or “**Licensee**”). **Read this Agreement carefully before installing or using the Software as it governs your use of the Software.** You may not install or use the Software except under the terms of this Agreement. By accepting the terms of this Agreement by clicking on the “Accept” button, and/or by installing or using the Software, you agree to be bound by this Agreement. You represent that you have the authority to enter into this Agreement and you agree that the terms of this Agreement apply both to you individually and to the entity for which you are accepting this Agreement.

If you do not agree to be bound by the terms of this Agreement, then Aceyus does not grant you a license to install or use the Software and you may obtain a refund in accordance with the refund policy of either: (a) the Reseller of the Software from whom you purchased rights to use the Software or (b) Aceyus, if you obtained rights to use the Software directly from Aceyus.

1. DEFINITIONS:

1.1. “**Agent**” means an individual contact center agent who is an employee or contractor of a Customer and for whom the Customer is capable of receiving reports through use of the Software made available under this Agreement.

1.2. “**Commercial Terms**” means the terms set forth in an order, statement of work, or other document that is signed or electronically accepted by Aceyus (or its Reseller or agent) and you that specifies the license fees, Software, Usage Limitations, and other applicable terms and restrictions.

1.3. “**Instance**” means a single copy of a running program configured to work with a single central database structure and a single database specific to the software installation, including its users and report definitions.

1.4. “**Persistent VPN Access**” means persistent remote administrative access in accordance with the following requirements to each server on which the Software is installed (“**Covered Servers**”):

- (a) VPN access to as applicable Reseller’s or your network via industry standard VPN client;
- (b) IP access through VPN to all Covered Servers;
- (c) Local Windows System Administrator account on the Covered Servers;
- (d) DOMAIN / AD account for testing (can be same as local admin account – NO domain admin rights are required);
- (e) Remote Desktop rights granted to the account.
- (f) SQL authenticated user login account with System Admin role on the database Covered Server(s).
- (g) Read-only access to all external data sources.

1.5. “**Service Releases**” means the updates to the Software made available by Aceyus and generally associated with minor functionality enhancements or bug fixes. A Service Release is any change to the Software that does not result in a modification to the first two numbers of the version designation. For example, upgrading from 5.3 to 5.4 would constitute a service release. These are also sometimes designated as 5.3 SR1 or 5.3 SR2.

1.6. “**Software**” means the Aceyus software program(s), in object code only, specified in the Commercial Terms and lawfully provided to you under this Agreement and all accompanying manuals and other documentation (the “**Documentation**”); and all enhancements, upgrades, and extensions thereto that may be provided by Aceyus or an Aceyus Reseller to you from time to time, including but not limited to all Version Upgrades and Service Releases delivered to you hereunder.

1.7. “**Usage Limitations**” means license usage limitations on use of the Software, such as number of licensed Users, number of Agents, use restrictions to specific hardware and data sources, location restrictions, and other limitations and restrictions, all as specified herein and/or as designated in the Commercial Terms.

1.8. “**User**” means an individual end-user, employee or contractor of you that is authorized to use the Software pursuant to the terms of this Agreement. If the Commercial Terms indicate that the license is per User, you must obtain separate, dedicated entitlements for each User given access to the Software through any means, directly or indirectly (for example: via a soft client, device, or application server). An entitlement for a User is unique to that User and may not be shared, nor may it be reassigned other than for the permanent transfer of the User entitlement to another person. This is like buying licenses for a given number of seats in a large enterprise.

1.9. “**Version Upgrades**” means the updates to the Software made available by Aceyus and generally associated with significant functionality enhancements (or a large collection of minor enhancements). A Version Upgrade is any change

to the Software that results in a modification to either of the first two numbers of the version designation. For example, upgrading from release 4.5 to 5.0 or from 5.0 to 6.0 would constitute a version upgrade.

2. LICENSE AND RESTRICTIONS:

2.1. **License.** Subject to the terms of this Agreement and the payment of all applicable license fees, Aceyus grants you a nonexclusive, nontransferable, limited license to use a single Instance of the Software, in machine-readable form only, subject to the Usage Limitations. The term of the license is as set forth in the Commercial Terms.

2.2. **Restrictions.** You may use the Software solely in support of your own internal business operations, and not in a service bureau, managed service provider, or other similar arrangement. The Software may be used only by your employees and independent contractors working for you. You may not: (a) copy, modify, disclose or distribute the Software, in whole or in part; (b) publish or provide to any third party any results of benchmark tests run on the Software, without Aceyus' express prior written consent; or (c) use the Software in any manner that violates any applicable laws, rules or regulations. Notwithstanding the foregoing, if you have obtained the right to use the Software on your premises, then you may make a reasonable number of backup copies of the Software.

2.3. **Evaluation License.** If you validly obtained a limited evaluation license for the Software ("**Evaluation Software**"), Aceyus grants you a personal, non-exclusive and non-transferable license to use, for the term of the license and up to the quantity of licenses ordered by you as part of the evaluation, the executable code of the Evaluation Software solely for internal testing and evaluation use.

2.4. **Intellectual Property.** You acknowledge that the Software, and the underlying source code, algorithms, data structures, methods, processes, screen formats, report formats, ideas and concepts are valuable intellectual property owned by Aceyus and its licensors, including all associated patent, copyright, trade secret, trademark, and other intellectual property rights. You agree not to, or permit others to, decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code, underlying ideas or algorithms of the Software by any means. You will not remove any copyright or other proprietary notices from the Software or any copies thereof. Aceyus reserves all rights not expressly granted hereunder. The license granted herein does not constitute a sale of the Software or any portion or copy of it. You agree not to challenge the ownership or rights in and to the Software and related materials, including without limitation, all copyrights and other proprietary rights. You acknowledge and agree that any violation of the terms of this Section 2 would irreparably harm Aceyus and that Aceyus may enforce the terms of this Section 2 through injunctive relief, without limitation to any other rights and remedies available to Aceyus. You acknowledge and agree that Aceyus may use a software or hardware-based license key to enforce license limitations under this Agreement.

2.5. **Software Communications and License Keys.** The Software may include product activation and other technology designed to prevent unauthorized use and copying, including without limitation to enforce Usage Limitations. This technology may cause the Software and associated hardware to automatically connect (currently, via HTTPS) to an Aceyus-hosted license server on a continual basis, may rely on license keys, and may prevent uses of the Software that are not permitted. You consent to transmission of Software usage information to Aceyus and to Aceyus' use of license keys and other technology designed to prevent unauthorized use and copying, and you agree not to circumvent or attempt to circumvent any such anti-copying mechanisms.

2.6. **Upgrades.** The licenses granted under this Agreement cover any future maintenance releases, upgrades or other releases of the Software that you may validly acquire from Aceyus, unless any such release is subject to a separate license agreement. Your rights to the previously-installed release terminate once an upgrade has been installed.

2.7. **Certification and Inspection.** You agree that within thirty (30) days of a written request from Aceyus or Aceyus' authorized representative, you will fully document and certify that your use of the Software conforms to this Agreement. To ensure compliance with this Agreement, you agree that upon reasonable notice, Aceyus, or its representatives, shall have the right to inspect and audit your installation and use of the Software. Any inspection or audit will be conducted during regular business hours at your facility or electronically. In conjunction with any such audit or inspection you agree to provide copies of your records relating to installation and use of the Software to Aceyus.

2.8. **Third-Party Software.** Aceyus' web site and/or the Documentation contains information on certain open source and other third party software that is included with or incorporated into the Software ("**Third-Party Software**"). Certain Third-Party Software is licensed directly by you pursuant to the public licenses associated with such software, and is not sublicensed under the terms of this Agreement by Aceyus. The Documentation also lists third-party software and hardware that you must acquire for use with the Software. ACEYUS PROVIDES THIRD-PARTY SOFTWARE TO YOU "AS IS."

2.9. **Persistent VPN Access.** You acknowledge and agree that all the following items are conditioned on the continual provision by you and/or Reseller (for hosted services provided by Reseller) of Persistent VPN Access to all Covered Servers: (a) your license and right to use the Software; (b) Aceyus' obligation to provide implementation, support and/or

maintenance services; and (c) any Aceyus service level agreements. Without limiting Aceyus' other remedies, Aceyus has the right to charge additional license, implementation and/or support fees if Persistent VPN Access is not provided.

2.10. **Feedback.** Aceyus may use any feedback regarding any suggested improvements to the Software provided by you for any purpose, including without limitation to modify, supplement, or improve the Software, without payment or compensation to you.

3. API TERMS

3.1. **Introduction.** The Software may include one or more application programming interfaces and/or software development kits (referred to herein as the "**API's**"). The API's typically allow Licensee to create scripts and programs to automate certain tasks performed through the Software and to enable certain integrations.

3.2. **Limits on Usage.** Aceyus may from time to time set and update limits on Licensee's usage of the API's, including without limitation limits on API calls and requests and access to data (the "**API Limits**"). The API Limits will be described on the Aceyus website and/or in the Documentation, and may be updated from time to time. Licensee agrees to comply with all API Limits, and further agrees that it will not use the API's in a manner that constitutes excessive or abusive usage, or otherwise is in breach with the terms of this Agreement. Without limiting the foregoing, Licensee agrees not to use the API's in a manner that competes with the Software and services provided by Aceyus, or that provides API functionality to third parties. Licensee will not circumvent or attempt to circumvent any API Limits.

3.3. **Monitoring.** Aceyus reserves the right to monitor Licensee's API usage to verify Licensee's compliance with the terms of this Section 3 and to improve Aceyus' products and services. Licensee agrees not to interfere with any such monitoring.

3.4. **Updates.** Aceyus may update the API's from time to time without notice to Licensee. Licensee acknowledges and agrees that such updates may cause issues with any scripts, code or programs previously written with use of the API's (the "**Licensee Code**"), and that it is Licensee's sole responsibility to update any Licensee Code. Aceyus does not guarantee backwards compatibility when it updates the API's.

3.5. **Indemnification for API Usage.** Licensee shall defend, indemnify, and hold Aceyus harmless arising from all loss, damages, claims, actions, proceedings and expenses arising out of or related to Licensee's and/or any Users' use of Licensee Code. Aceyus has no liability or responsibility for mistakes or actions caused by Licensee Code, and/or any errors, misuse or unintended use associated with Licensee's or any User's use of the API's or Licensee Code.

4. **IMPLEMENTATION, MAINTENANCE AND SUPPORT.** Unless otherwise set forth in the Commercial Terms, so long as you have paid the applicable fees, Aceyus shall provide annual maintenance and support for the Software under the terms of Exhibit 1 to this Agreement. Aceyus will provide implementation services only as separately agreed with you in writing.

5. **FEES.** You agree to pay all fees set forth in the Commercial Terms, in accordance with the terms therein.

6. **TERMINATION:** This Agreement is effective until terminated. Aceyus may terminate this Agreement at any time upon your breach of any of the provisions hereof, if such breach is not cured within ten (10) days after written notice. Upon termination or expiration of this Agreement for any reason, you agree to cease all use of the Software and to return to Aceyus or destroy the Software and all Documentation and related materials in your possession, and so certify to Aceyus. All Sections of this Agreement that by their nature should survive termination or expiration of this Agreement shall survive such termination or expiration, including without limitation Sections 2.2, 2.4, 2.10, 3.5, 5, 8.2, 8.3, 9, 10, 11 and 12. You agree that upon termination of this Agreement, you shall return to Aceyus or destroy any license keys relating to the Software.

7. **NOTICE TO U.S. GOVERNMENT END USERS:** The Software is a "Commercial Item," as that term is defined at 48 C.F.R. §2.101., consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 47 C.F.R. § 12.212 or 48 C.F.R. § 227.7202, as applicable. Consistent with 47 C.F.R. § 12.212 or 48 C.F.R. § 227-7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to this Agreement.

8. LIMITED WARRANTY, WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY:

8.1. **Limited Warranty.** Aceyus warrants that the Software shall substantially conform to its Documentation, as it exists at the date of delivery, for a period of thirty (30) days from the date you receive access to the Software. Aceyus' entire liability and your exclusive remedy shall be, at Aceyus' option, either: (i) return of the license fee paid to Aceyus for the Software, resulting in the termination of this Agreement, or (ii) repair or replacement of the Software that does not meet this limited warranty, subject to the condition that any error or defect constituting a breach of this limited warranty is reported in writing within the warranty period.

8.2. **Disclaimers.** You are solely responsible for the accuracy and adequacy of the information and data furnished for processing with the Software. The successful operation of the Software is dependent on your use of proper procedures and systems and input of correct data. You agree that you shall have the sole responsibility for protecting and backing up the data used in connection with the Software. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8.1, THE SOFTWARE AND ANY SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. ACEYUS DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR KEEP YOUR NETWORK OR ANY NETWORK ELEMENTS SAFE FROM INTRUSIONS AND OTHER SECURITY BREACHES, OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. ACEYUS DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

8.3. **Limitation of Liability.** To the maximum extent permitted by applicable law and regardless of whether any remedy herein fails of its essential purpose, in no event shall Aceyus or its third party licensors be liable to you or any third party arising out of the use of or inability to use the Software or any support or implementation services provided by Aceyus, under any contract, negligence, strict liability or other theory, for any indirect, special, incidental, exemplary or consequential damages (including lost profits), or for loss of or corruption of data, lost profits, or for cost of procurement of substitute goods or technology, regardless of whether Aceyus has been advised of the possibility of such damages. Aceyus' maximum liability for damages shall be limited to the fees actually received by Aceyus under this Agreement for the particular Software or services which caused the damages.

9. **GOVERNMENT REGULATION:** You agree that the Software and any related technical data will not be shipped, transferred, or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export law. You will comply with all laws, regulations, permits, orders and other restrictions to the extent that they are applicable to the import or export of the Software and related technical data.

10. **HIGH RISK APPLICATIONS:** THE SOFTWARE IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS REQUIRING FAULT TOLERANCE OR FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPON SYSTEMS, IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("**HIGH RISK APPLICATIONS**"). Aceyus and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Applications.

11. **AMENDMENTS.** Except as expressly set forth herein, this Agreement may be amended only in a writing agreed to by both parties.

12. **MISCELLANEOUS.** This Agreement is the sole and exclusive agreement between the parties related to its subject matter, and supersedes and replaces all other prior and contemporaneous agreements and communications related thereto, whether oral or written. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its choice of law provisions. The parties agree that exclusive venue for all disputes related to the subject matter of this Agreement shall be in the federal and state courts in Mecklenburg County, North Carolina, and both parties consent to the jurisdiction of these courts. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (USA) do not apply to this Agreement. No waiver of any right under this Agreement shall be effective unless in writing, signed by a duly authorized representative of the waiving party; failure to insist upon strict compliance with this Agreement shall not be deemed a waiver of any future right arising out of this Agreement. You may not assign this Agreement without Aceyus' prior written consent. You acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms and conditions.

EXHIBIT 1 SUPPORT AND MAINTENANCE

The following support and maintenance terms shall apply. The Commercial Terms may specify different and additional support and maintenance terms. In the event of any conflict, the Commercial Terms shall take precedence over the terms in this Exhibit 1:

1. **TERM.** The initial term for Support and Maintenance period begins on the date of delivery of Software to you and continues for one (1) year thereafter. Support and Maintenance Services will automatically renew thereafter for successive one-year renewal terms, unless either party provides written notice to the other party of its desire to terminate Support and Maintenance at least sixty (60) days prior to the renewal date.
2. **DEFINITIONS.**

“Coordinated Support Fee” means an additional fixed support fee (for which discounts do not apply) to cover situations where Licensee is unable or unwilling to provide Persistent VPN Access.

“Custom Components” means add-ons, code, reports or dashboards that are not part of the standard, generally released version of the Software, including without limitation any modifications to Aceyus standard reports and any new reports and dashboards created for you by either Aceyus, you, or any of their personnel or contractors.

“Custom Support” means any support and maintenance services not specified in this Exhibit, including but not limited to support related to Custom Components and any Additional Services as defined in Section 5(d) below.

“Error” means a material deviation between the Software and its Documentation.

3. SUPPORT AND MAINTENANCE SERVICES

(a) Aceyus will use reasonable efforts to correct Errors that are reported by you to Aceyus. You agree that Aceyus is not obligated to correct every error, malfunction or defect in the Software. If a reported Error causes the Software to be inoperable, or if such Error substantially adversely affects your use of the Software, Aceyus will use its best commercial efforts either to correct the Error or to provide a workaround as expeditiously as possible. Under no circumstances, however, does Aceyus warrant or represent that all Errors can and will be corrected. Aceyus may provide software patches, provide reasonable workarounds, or update Documentation to address Errors.

(b) Aceyus' support and maintenance services do not cover support or other services related to any Custom Components, whether built by Aceyus or you or your contractor.

(c) Aceyus will provide web, email and telephone support to assist your IT personnel with suspected Errors during Aceyus' regular business hours of 7 a.m. to 7 p.m., Central Time, excluding weekends and Aceyus' regular business holidays. In the event you experience a problem with the Software, you agree to notify Aceyus using one of the contact methods described above. Such notice must include an accurate description of the problem and the severity of the problem, stating the circumstances that led to the severity condition.

Telephone support is provided solely for (i) clarification of functions and features of the Software, (ii) clarification of documentation pertaining to the software, (iii) guidance in the operation of the Software; and (iv) error verification, analysis and correction to the extent possible by telephone.

(d) Aceyus will make available to you Service Releases and Version Upgrades to the Software that it generally makes available to its other licensees who are under a current maintenance agreement for no additional license fee. Aceyus will install, implement, or integrate Service Releases, provided that for on-premise installations you comply with all access requirements as specified herein and you do not require Aceyus to provide such services outside of regular business hours. However, Aceyus is not responsible for installing, implementing, or integrating Version Upgrades for Software installed on your premises. Upon request, Aceyus will prepare a Statement of Work to install and implement Version Upgrades for on-premise Software at a mutually agreed additional fee. You will begin use of all Service Releases and Version Upgrades made available to you as soon as is reasonably practical. Aceyus will have no responsibility to provide Maintenance for any versions of the Software other than the current and immediately prior versions. Notwithstanding the foregoing, Service Releases and Version Upgrades excludes adapters, modules and updates that include substantial new functionality that are separately priced by Aceyus.

(e) In the event you experience a problem with the Software, you shall notify Aceyus using one of the contact methods described above. Such notice must include an accurate description of the problem and the severity of the problem, stating the circumstances that lead to the severity condition. The actual severity level may be mutually re-determined by the parties during the problem resolution process. Aceyus shall use reasonable efforts to respond to problems with the Software based upon the severity level of the problem according to the following definitions and the table in subsection (f) below:

- (i) **Critical Priority (S1):** Produces an emergency situation in which the Software is inoperable, produces incorrect results, or fails catastrophically, or a mainline function of such Software is inoperative, causing significant impact on your business operations (for example, the Software is down, causing critical impact to business operations if service is not restored quickly). Problem will be worked on a substantially continuous basis until acceptable workaround is provided.
- (ii) **High Priority (S2):** Produces a serious situation in which the Software is inoperable, produces incorrect results, or fails catastrophically, or a mainline function of such Software is inoperative, causing a major impact on your business operations (for example, the substantial portions of the Software are inoperable, impacting significant aspects of business operations). Problem will be worked on a substantially continuous basis until acceptable workaround is provided.
- (iii) **Medium Priority (S3):** Produces a non-critical situation in which the Software produces incorrect results, or a feature of such Software is inoperative, causing a minor impact on your business operations (for example, the use of the Software is impaired but most business operations continue).
- (iv) **Low Priority (S4):** General questions and/or inquiries causing little or no impact on your business operations.

(f) **Service Levels**

Priority Level	Target Response Time	Target Workaround Time	Target Restore Time	Contact Channels
S1 – Critical Priority	1 business hour	4 business hours	1 business day	Telephone Only
S2 – High Priority	4 business hours	8 business hours	5 business days	Telephone Only
S3 – Medium Priority	next business day	5 business days	30 days	Telephone, Email, Web Self Service
S4 – Low Priority	two business days	Not Applicable	Not Applicable	Telephone, Email, Web Self Service

4. YOUR RESPONSIBILITIES

- (a) You shall document and report promptly all errors or malfunctions of the Software of which you are aware to Aceyus.
- (b) You shall train your personnel in the proper use and application of the Software and the equipment on which the Software is loaded or operating, if applicable.
- (c) You shall provide information and perform tasks as reasonably requested by Aceyus to aid in the resolution of problems, and shall implement all reasonable workarounds to problems as directed by Aceyus. Aceyus may identify errors arising from: (i) non-Aceyus hardware or software; (ii) unauthorized modifications to the Software; (iii) improper use, operation, or neglect of the Software; or (iv) failure by you to implement recommendations and/or solutions as previously advised by Aceyus. In such cases Aceyus reserves the right to charge you for correcting such errors at then current rates for services.
- (d) You shall provide supervision, control and management of the use of the applicable Software. In addition, you shall implement procedures for the protection of information and the implementation of backup procedures in the event of errors or malfunction of the Software or equipment upon which the applicable Software is loaded or operating. You shall maintain a current backup copy of all Software, if applicable and to the extent permitted by this Agreement, and all data contained therein.
- (e) To enable Aceyus to properly support the Software, you will provide Aceyus with Persistent VPN Access to Covered Servers. Your failure or inability to provide Persistent VPN Access will impact Aceyus' ability to support the Software and will void any target response time, workaround time, and restore times set forth above. Furthermore, if Persistent VPN Access is not available, you agree to pay an additional Coordinated Support Fee in advance of Aceyus' provision of support.
- (f) All support calls and e-mails shall be initiated by one of no more than five (5) of your designated personnel, each of whom shall have received training on the use and operation of the Software. You will use reasonable efforts to verify, re-create, and resolve any problem prior to contacting Aceyus, including by confirming that the problem does not reside in hardware, networking, or third-party software, and by consulting the relevant Documentation.

5. OTHER TERMS

- (a) No Software updates will be available to you during any period of time that a current maintenance contract is in not place. However, if you wish to reinstate Support and Maintenance on any Software, you must pay the fees which would have applied during the period of Support and Maintenance suspension and bring such Software up to the most current release. Aceyus is not obligated to provide Support and Maintenance if this Agreement is terminated or you do not pay the Annual Support and Maintenance fee or any other amount due to Aceyus.

(b) For the avoidance of doubt, Aceyus will not be required under this Exhibit to provide any Service Releases, Version Upgrades, or new code, or to provide any other services, that may be needed to enable the Software to work with new versions of third-party software and systems, or different third-party software and systems than the third-party software and systems with which the Software was originally implemented. Upon request, Aceyus will prepare a Statement of Work to provide services and software to allow the Software to work with such third-party software and systems, at a mutually agreed additional fee.

(c) Aceyus will not be obligated to provide any services in addition to those set forth in this Exhibit ("**Additional Services**"). Unless otherwise agreed, you shall pay Aceyus at then-current rates for Additional Services provided, including, but not limited to: (i) on-site service of any kind; (ii) data conversion, system integration or other consulting services; (iii) service or maintenance of third-party software, operating software, hardware, or other equipment; (iv) services caused by your fault, misuse, negligence or failure to perform your responsibilities, including failure by you to maintain adequate data back-ups; (v) services caused by a malfunction of or problem with any Software or goods other than those licensed by you; (vi) services caused by the use by you of any version of the Software other than the current or immediately prior version; and (vii) support for use of the Software with hardware and third-party software not included in the list of required or supported hardware and third-party software, as specified in the Documentation.