

**SUPPORT, MAINTENANCE AND ENHANCEMENTS (“Support”).** Licensee is entitled to the Support services defined below as part of an annual Support fee.

**ELECTRONIC SERVICES.** To the extent that electronic services are available, Licensee may electronically access, at no charge, Support services which will be available twenty four (24) hours a day, seven (7) days per week. Such electronic services may include, but are not limited to: user forums, Product-specific information, hints and tips; bug fix retrieval via the Internet or World Wide Web access; Product maintenance and demonstration code retrieval via a WAN-accessible FTP server; and access to a problem resolution database via the Licensor customer support system.

**SUPPORT.** Support shall be applicable only to the Product licensed or sold under this Agreement for which Support fees have been paid. In the United States and Canada, Support is provided from 6:00 AM through 6:00 PM PST Monday through Friday, excluding United States federal holidays.

Support shall consist of:

(a) Supplying telephone or other electronic support to Licensee in order to help Licensee locate and, on its own, correct problems with the Product. Upon mutual agreement by both parties, Licensor shall: (i) supply code corrections to Licensee to correct Product malfunctions in order to bring the Product into substantial conformity with the published operating specifications for the most current version of the Product unless Licensee’s unauthorized modifications prohibit or hamper such corrections or cause the malfunction; or (ii) supply code corrections to correct insubstantial problems at the next general release of the Product; and

(b) Supplying all extensions, enhancements and other changes that Licensor, at its sole discretion, makes or adds to the Product and which Licensor furnishes, without charge, to other licensees generally of the Product that are enrolled in Support.

**TERMINATION OF SUPPORT.** Licensee may cancel enrollment in Support upon written notice to Licensor at least thirty (30) days prior to the next Support Anniversary Date. If Licensee has failed to renew or terminated its enrollment in Support, for a period of up to three years from the Support expiration date, Licensee may re-enroll in Support by paying a reinstatement fee to be calculated based on Licensor’s then current reinstatement policy and due for the period during which Licensee was not enrolled in Support. In addition, Licensee must pay the annual charge for Support for the next year in advance. Such reinstatement date shall then be considered the Support Anniversary Date. For the avoidance of doubt, Support reinstatement will not be permitted after three years of lapsed Support. Licensee agrees not to modify the Product without the prior written approval of Licensor. Unapproved alterations to the Product shall void any obligation by Licensor to provide Support for the Product, pursuant to this Section 6, during the warranty period and any subsequent period in which Licensee is enrolled in Support.

**CHANGE OF SUPPORT FEES.** Licensor reserves the right to change its then current published list prices for the Products and its charge for Support at any time upon thirty (30) days written notice to Licensee. Any such change to Support shall not take effect until the completion of the then current support term.

**SERVICES; UPDATES; PRODUCT CHANGES.** Licensor is not required under this Agreement to provide any installation, training or other services to Licensee. Such services, if available, must be purchased separately. If Licensee purchases support and Licensor provides Licensee with a new release, error correction, update, upgrade or other modification to the Product, such modification will be deemed part of the Product, and subject to the terms of this License, unless the modification is expressly provided subject to a separate license agreement. If Licensee have acquired an upgrade version of the Product, such upgrade constitutes a single Product together with the copy of the Product that Licensee upgraded. This means that, although Licensee may have two sets of Product media and/or two license keys, Licensee still has only one license. Therefore, Licensee may not transfer the original copy of the Product or license key to any other party or user. Licensor reserves the right at any time not to release or to discontinue release of any Product and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of any future releases of the Product.

**PAYMENT SCHEDULE.** Payment for all License and Support fees shall be due thirty (30) following receipt by Licensee of an invoice by Licensor specifying the amounts due, unless otherwise set forth in an ordering document accepted by Licensor in writing. Licensor shall invoice Licensee for the initial Support fees upon the initial order of the licensed Products (the “Support Anniversary Date”). Sixty (60) days prior to each annual Support Anniversary Date of the licensed Products, Licensor shall invoice Licensee the then-current fee for the next year of Support.