

## Custom Business Solutions, Inc.

This License Agreement (the "Agreement") is made as of the date accepted by Licensor ("Effective Date") between Custom Business Solutions, Inc., a California Corporation, with its principal place of business at 12 Morgan, Irvine, CA 92618-2003 ("Licensor"), and the Licensee whose name appears on the signature page of this Agreement ("Licensee"). Licensor and Licensee agree that the provisions of the Agreement apply to the license of the Licensed Software under this Agreement and any Order or grant of intellectual property rights related to software placed under this Agreement.

### 1. Definitions.

"Affiliate": An affiliate of, or person "affiliated" with a specified person, is a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified person.

"Application Software": All modules of the Licensed Software.

"Cloud" shall mean and refer to off Site servers to which the User will be accessing the Application Software.

"Documentation": The user guides, manuals, release notes and associated documentation that Licensor makes generally available in connection with the Licensed Software.

"Licensed Software": Licensor's proprietary computer software programs in object code format, which are described on the Order(s), including updates and upgrades.

"Licensee": Means the Licensee referenced above, together with its subsidiaries or other affiliates, and any subcontractor, agent or consultant acting on its behalf.

"Order": Licensor's standard form for ordering licenses of the Licensed Software, a copy of which is attached hereto or otherwise referenced.

"Subsidiaries": A corporation or other entity with at least a majority of the voting interests of which is owned directly or indirectly by Licensee.

"Sites": Means individual Licensee locations or lab systems of the Licensed Software operating on or having access to Licensee's server or central processing unit at the same time.

"Users": Means users of the Licensed Software operating on or having access to Licensee's server or central processing unit at the same time.

### 2. License.

(a) Subject to the terms and conditions of this Agreement, Licensor grants to Licensee, a non-exclusive and non-transferable license with respect to access to the Cloud and the Application Software to: (i) Access, subject to the terms of this Agreement, the cloud based version of the Application Software; (ii) install the client portion of the Application Software, if any, which may include client interface libraries and client utilities on workstations or computers that are operating as provided by the Order upon which this Agreement is based, and (iii) use the Documentation only in conjunction with the installation and use of the Application Software. The license granted to Licensee hereunder shall be a license to use the machine-readable object code only, excluding any source code. As part of this license, only the number of Sites specified on the Order may access the network and use the services of the Application Software on the Server. If Licensee desires to authorize additional Sites or Users, Licensee must purchase additional Sites or User licenses, as Applicable. The media, if applicable at the Site, on which the Licensed Software is recorded may contain modules or applications for which Licensee does not have a fully paid license to use. Licensee agrees to use only those applications or modules of the Licensed Software for which it has a fully paid license. THE TERM OF THE LICENSE SHALL BE FOR A PERIOD SET FORTH IN THE ORDER. (b) [Named or Per Seat Licenses] If Licensee purchased a license to use a module or application of the Application Software that is noted on the Order(s) as being licensed on a "named" or "per seat" basis ("Per Seat Module"), then this Section 2(b) shall serve as the license grant governing Licensee's use of such module or application. Licensor grants Licensee as an individual, a personal, non-exclusive license to use one copy of the Per Seat Module on a single computer or single computer acting as a Server. As part of this license grant, 1 named or registered User may use the Per Seat Module, whether it is loaded on a single computer or on a Server. In order to authorize additional named or registered Users, Licensee must purchase additional licenses or seats. If Licensee is an entity, Licensor grants to Licensee the right to designate the named User or holder of the seat license, which Licensee may change from time to time. In no event shall Licensee use or permit use of the Per Seat Module, by more than 1 named or registered User without obtaining an additional license grant from Licensor.

### 3. Delivery through the Cloud

Licensor understands that the delivery of the Application Software is not server based at the Licensee Site. The access to the Application Software is dependent on conditions not in the control of the Licensor.

Upon acceptance of these terms, Licensee shall be provided access to the Application Software and solely be responsible for acquiring and installing computer hardware and the appropriate environment for the network. The Licensed Software

shall be deemed to have been accepted by Licensee following agreeing to these terms. Further, any subsequent use of the Licensed Software after acceptance of these terms by User or User affiliates shall be subject to these License terms and conditions.

### 4. License Fees, Shipping Charges and Payment.

Licensee agrees to pay Licensor the license fees specified on the Order plus all shipping charges, freight charges and applicable sales tax in connection with the delivery of the Licensed Software and Documentation, if any.. Licensee's failure to obtain suitable hardware, equipment, financing or implementation services shall not relieve Licensee from responsibility for payment of the license fees, maintenance fees and other applicable fees. All license fees associated with this Agreement are due and payable with the delivery of software codes from Licensor.

### 5. Ownership; Copies.

(a) All right, title and interest in and to the Licensed Software, Documentation, enhancements, updates or upgrades provided to Licensee and the media on which the same are furnished to Licensee, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, are and shall remain with Licensor. Licensee acknowledges that, except for the express limited rights and licenses granted herein, no such right, title or interest in these items is granted to Licensee, and that no such assertion shall be made by Licensee. Licensee is granted only limited rights as set forth herein, which rights are subject to termination in accordance with Section 11 of this Agreement.

(b) Except as provided in Section 13(f) below, Licensee is prohibited from distributing, transferring possession of, or otherwise making available, including without limitation, through rentals, leases, or on a service bureau basis, the Licensed Software, Documentation, enhancements, upgrades or updates to any person other than its Users under the terms of this Agreement and from installing the Licensed Software, enhancements, upgrades or updates for use on any workstation or computer not within the property owned or leased by Licensee. Licensee shall advise all Users that they are prohibited from reproducing, distributing, transferring possession of or otherwise making available copies of the Licensed Software, Documentation, enhancements, upgrades or updates and from using or installing the Licensed Software, enhancements, upgrades or updates on any computer at any other location.

(c) Licensee may make a reasonable number of copies of its database related to the use of the Application Software Documentation for back up, disaster recovery or archival purposes and training purposes in accordance with Section 2 of this Agreement. All authorized copies of the Licensed Software and Documentation shall contain all copyright notices or proprietary legends specified by Licensor.

### 6. Confidentiality.

(a) Because of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall include the Licensed Software and upgrades or updates, including all source and object code, the Documentation and the terms and pricing under this Agreement. Confidential Information also includes information relating to the disclosing party's business or financial affairs, such as financial results, business methods, pricing, competitor and product information, and all other information designated as confidential. A disclosing party's Confidential Information shall not include any information which: (i) becomes part of the public domain through no act or omission of the receiving party; (ii) is lawfully acquired by the receiving party from a third party without any breach of confidentiality; or (iii) is disclosed by a party to a third party without any obligation of confidentiality. The parties agree to maintain the confidentiality of the Confidential Information and to protect as a trade secret any portion of the disclosing party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information, but in no event less than reasonable care. Without limiting the generality of the foregoing, Licensee shall not permit any personnel or Users to remove any proprietary or other legend or restrictive notice contained or included in any material provided by Licensor.

(b) Both parties acknowledge that any use or disclosure of the disclosing party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate, and both parties agree that the disclosing party shall be entitled to receive from a court of competent jurisdiction

injunctive or other equitable relief to restrain such use or disclosure in addition to other appropriate remedies.

(c) The terms and provisions of this Section 6 shall survive any termination of this Agreement for any reason for a period of 5 years.

(d) Neither Licensee nor any of its Users shall attempt to translate, reverse engineer, decompile or disassemble the Licensed Software, and Licensee agrees to use its best efforts to prevent such actions by its Users.

## **7. Warranties.**

(a) Licensor represents that it is the lawful owner of the Licensed Software and has the full right and authority to grant the licenses hereunder.

(b) Licensor promises to Licensee that the media, if any, on which the Licensed Software or an upgrade or update is recorded and any Documentation provided under the terms of this Agreement will be free from material defects in material and workmanship under normal use for a period of 180 days from the date it is delivered. Licensor further promises that the Licensed Software or an upgrade or update will perform substantially in accordance with the specifications set forth in the Documentation for a period of 180 days from the date it is delivered.

(c) Licensor does not promise or warrant that the functions contained in the Licensed Software or in any upgrade or update will meet the requirements of Licensee or its Users or that the operation of the Licensed Software or upgrade or update will be uninterrupted or error-free. The warranties set forth in this Section 7 do not cover any copy of the Licensed Software, upgrade or update or any Documentation that has been altered or changed in any way by the Licensee or any User. Licensor is not responsible for problems caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Licensed Software or any upgrade or update is procured, nor is Licensor responsible for problems that occur as a result of the use of the Licensed Software in conjunction with software of third parties or with hardware that is incompatible with the operating system for which the Licensed Software is being procured. Further, Licensor does not warrant that the Application Software, speed, and reliability of the network or connection to the Cloud or the Cloud will be error free, or that the speed of such connection to the Cloud will be consistent at all times. LICENSOR USES REASONABLE MEANS TO CORRECT ANY ERRORS OR OMISSIONS IN THE PLATFORM AS SOON AS PRACTICABLE ONCE THEY HAVE BEEN BROUGHT TO LICENSOR'S ATTENTION. LICENSOR MAKES NO PROMISES, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER (EXPRESS OR IMPLIED) REGARDING THE WEBSITE, CONNECTIVITY, THE SERVICES OR ANY PART OR PARTS THEREOF, ANY CONTENT, OR ANY LINKED SERVICES OR OTHER EXTERNAL SERVICES. LICENSOR DOES NOT WARRANT THAT YOUR USE OF THE CLOUD WILL BE UNINTERRUPTED, TIMELY, 100 % SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PLATFORM OR ANY PART OR PARTS THEREOF, THE CONTENT, OR THE SERVERS ON WHICH THE PLATFORM OPERATES ARE OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. LICENSOR DOES NOT WARRANT THAT ANY TRANSMISSION OF CONTENT UPLOADED TO THE CLOUD WILL BE SECURE OR THAT ANY ELEMENTS OF THE PLATFORM DESIGNED TO PREVENT UNAUTHORIZED ACCESS, SHARING OR DOWNLOAD OF CONTENT WILL BE EFFECTIVE IN ANY AND ALL CASES.

(d) EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED UNDER SECTIONS 7(A) AND 7(B) ABOVE, THE LICENSED SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND WITHOUT A WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND LICENSOR SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. The warranties, terms and conditions contained in this Section 7 are made in lieu of all other express warranties, terms or conditions, whether oral or written. Only an authorized officer of the Licensor may make modifications to this warranty or make additional warranties binding on the Licensor, and such modifications or additional warranties shall only be effective if in writing and signed by such authorized officer.

## **8. Limitation of Remedies.**

(a) Subject to Section 12 of this Agreement, Licensor's entire liability and Licensee's exclusive remedy for the breach of Licensor's warranty obligations in Section 7 shall be: (i) in the case of defects in media, the replacement by Licensor of any media or Documentation not meeting Licensor's limited warranty; and (ii) in case of any nonconformity or defect in the Licensed Software, Licensor shall use commercially reasonable efforts to provide maintenance modifications or fixes with respect to any such error in a timely manner or at its option replace the Licensed Software. Licensor, however, shall not be obligated to correct, cure or otherwise remedy any error or defect in the Licensed Software resulting from any: (i) modification of the Licensed Software by Licensee or its Users; (ii) misuse or damage of the Licensed Software; or (iii) failure of Licensee to notify Licensor of the existence and nature of such nonconformity or defect promptly upon its discovery.

(b) LICENSOR AND LICENSEE AGREE THAT IN NO EVENT SHALL LICENSOR OR LICENSEE BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING LOSS OF PROFITS, LOST SAVINGS, LOSS OF USE OR LOSS OF DATA) ARISING OUT OF THIS AGREEMENT OR WITH RESPECT TO THE INSTALLATION, USE, OPERATION OR SUPPORT OF THE LICENSED SOFTWARE OR ANY UPDATE OR UPGRADE OF THE LICENSED SOFTWARE WHETHER IN CONTRACT OR TORT EVEN IF A PARTY HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION 8 SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(c) Subject to Section 12 of this Agreement, Licensee specifically agrees that any liability on the part of Licensor arising from breach of warranty, breach of contract, negligence, strict liability in tort or any other legal theory shall not exceed the aggregate amounts paid by Licensee to Licensor in software license fees for the Licensed Software, prorated over and only for a 1-year period from the Effective Date. This Section 12 shall apply notwithstanding any failure of essential purpose of any limited remedy.

(d) Notwithstanding any other provision of this Agreement, Licensee specifically agrees that any liability on the part of Licensor with respect to any third party software module licensed by Licensor to Licensee hereunder arising for any reason or legal theory shall be limited to the amount of license fees paid by Licensee to Licensor for such module.

## **9. Software Maintenance and Support.**

(a) Licensor shall provide Maintenance and Support per Schedule 1 below as part of the subscription, during the term set forth in the Order.

(b) Updates to the Licensed Software consist of new releases of a version of the Licensed Software that provide functional enhancements or error corrections, which are indicated by a change in the numeric identifier for the Licensed Software and which are made generally available by Licensor to its licensees for no additional license fees so long as Licensee is current in its subscription. The terms of this Agreement shall apply to all upgrades and any changes to the Licensed Software.

## **10. Taxes.**

Licensee shall, besides other amounts payable under this Agreement, pay all local, state and federal taxes (but excluding taxes imposed on Licensor's income) levied, imposed or in the reasonable opinion of Licensor required to be collected and paid by reason of the transactions contemplated in this Agreement. Licensee shall promptly pay to Licensor any such taxes actually paid or required to be collected or paid by Licensor.

## **11. Term, Default and Termination.**

(a) This Agreement is effective from the Effective Date unless and until terminated by either party as provided below. If either party defaults in any material obligation in this Agreement, the other party shall give written notice of such default, and, if the party in default has not cured the default within 30 days of the notice, the other party shall have the right to terminate this Agreement.

(b) Upon termination of this Agreement, regardless of the cause of termination, the license granted under this Agreement to use the Licensed Software is immediately revoked. Within 10 business days after the termination of this Agreement, for whatever reason, Licensee shall return to Licensor all copies in whole, or in part, of the Licensed Software, updates, upgrades and Documentation in Licensee's possession, including all copies of the Licensed Software, updates, upgrades and Documentation under the supervision and control of Licensee and its Users. In the alternative, upon request of Licensor, Licensee shall destroy all such copies of the Licensed Software, updates, upgrades and Documentation and certify in writing that they have been destroyed. TERMINATION SHALL NOT RELIEVE EITHER PARTY OR LICENSEE'S USERS OF THEIR OBLIGATIONS REGARDING THE CONFIDENTIALITY OF EACH PARTY'S CONFIDENTIAL INFORMATION. If termination occurs as a result of Licensee's failure to comply with any of its obligations under this Agreement, Licensee shall continue to be obligated for any payments due as of the date of termination. Termination of the license shall be in addition to, and not in lieu of, any other remedies available to Licensor. If Licensor is required to initiate legal action to compel return of the Licensed Software or Documentation, Licensee acknowledges and agrees that Licensor shall be entitled to obtain a judicial order granting such possession without the need to post bond as security.

## **12. Infringement Indemnity.**

Licensor, at its own expense, will indemnify (including all costs and attorneys fees), defend and hold Licensee harmless against any action brought against Licensee to the extent that it is based on a claim that the Licensed Software or any upgrade or update of the Licensed Software used within the scope of this Agreement infringes any United States patent or copyright if Licensor is promptly notified in writing of such claim. Licensor shall have the right to control the defense of all such claims, lawsuits, and other proceedings. In no event shall Licensee settle any such claim, lawsuit, or proceeding without Licensor's prior written approval. Licensor shall have no liability for any claim under this section 12 if a claim for a United States patent or copyright infringement is based on the use of a superseded or altered version of the Licensed Software if such infringement would have been avoided by use of the latest unaltered version of the Licensed Software available as an upgrade or

update, or if such claim is based upon any modification or enhancement to the Licensed Software made by Licensee or its Users. If a third party infringement claim is sustained in a final judgment from which no further appeal is taken or possible, or if Licensee's use of the Licensed Software is enjoined by a court, then Licensor shall, in its sole election and at its expense either: (i) procure for Licensee the right to continue to use the Licensed Software pursuant to this Agreement; (ii) replace or modify the Licensed Software to make it non-infringing; or (iii) if (i) and (ii) are not reasonably feasible, terminate this Agreement and refund to Licensee the depreciated value of the Licensed Software, based on straight line depreciation over a period of 5 years. The foregoing obligations state the entire liability of Licensor, and the exclusive remedy of Licensee and Licensor shall have no other liability or obligation with respect to any actual or alleged infringement of any intellectual property rights under this Agreement.

### 13. Miscellaneous.

(a) Entire Agreement and Amendment. Each party acknowledges that it has read this Agreement, the Order(s) and the maintenance and support schedule attached to this Agreement, understands them, and agrees to be bound by their terms, and further agrees that they are the complete and exclusive statement of the agreement between the parties which supersedes and merges all prior proposals, understandings, and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement, including without limitation the terms of any Licensee request for proposal or Licensor response or the standard printed terms on any Licensee purchase order. Licensee expressly agrees and acknowledges that in determining to enter into this Agreement that Licensee did not rely on any representation or warranty by anyone other than those expressly set forth in this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

(b) Notices. Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or by overnight courier, or 5 days after mailing if mailed by First Class mail, registered or certified, postage prepaid, and addressed to Licensor at the address set forth above, and to Licensee at the address set forth on the Order, or at such other addresses as may be specified by either party pursuant to the terms and provisions of this paragraph.

(c) Governing Law. This Agreement and performance under this Agreement shall be governed by the laws of the State of California without regard to its conflicts of laws and principles.

(d) Limitation on Actions. No action, regardless of form, arising out of this Agreement may be brought by either party more than 2 years after the aggrieved party learns or should have learned of such cause of action.

(e) Severability. If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

(f) Assignment. Licensee may not assign or sub-license, without the prior written consent of Licensor, its rights, duties, or obligations under this Agreement to any person or entity, in whole or in part; provided, however, that this Agreement may be assigned by Licensee without the consent of Licensor to any successor corporation or entity whether by purchase of all or substantially all of the assets or outstanding capital stock of Licensee or by merger or consolidation, if Licensor is given prior written notice and the transferee of the Licensed Software or this Agreement agrees in writing to be bound by and subject to all of the terms and provisions of this Agreement. Any assignment or attempted assignment in violation of this Section 13(f) shall be null and void.

(g) Waiver. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

(h) Counterparts. This Agreement may be executed in 2 or more counterparts, each of which shall be deemed to be an original and each of which together shall constitute a single instrument. Facsimile signatures shall qualify as originals for purposes of verification and/or authentication.

(i) Force Majeure. Neither party shall be responsible for failure to perform in a timely manner under this Agreement when its failure results from any of the following causes: acts of God or public enemies, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or work interruption or any other cause beyond its reasonable control.

(j) Export Control. Licensee agrees to comply with all export and re-export restrictions and regulations ("Export Restrictions") imposed by the government of the United States. Licensee will not commit any act or omission, which will result in a breach of any such Export Restrictions. This Section 13(j) shall survive the expiration or termination of this Agreement.

(k) Relationships. For purposes of this Agreement, Licensee is not an agent of Licensor, and Licensee has no express or implied authority to act on behalf of, or make any representations whatsoever on behalf of, Licensor. Licensor has no right to control any activities of Licensee outside the terms of this Agreement. Licensor is an independent contractor and neither party shall have the power or authority to bind the other party to any contract or obligation.

(l) Forum Selection. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY RELATED DOCUMENT SHALL BE BROUGHT IN THE COURTS OF THE STATE OF CALIFORNIA. All parties to this AGREEMENT consent to or otherwise accept the personal jurisdiction of the State of California regarding all matters related to this AGREEMENT. This AGREEMENT shall be and is deemed to be entered into in the County of Orange, California.

(m) Audit. On Licensor's request, no more frequently than annually, Licensee shall furnish Licensor with a signed certification verifying that the Licensed Software is being used pursuant to the terms of this Agreement, including any user limitations. Licensee agrees to grant Licensor reasonable access to Licensee's site, upon prior written notice during normal business hours to audit the use of the Licensed Software.

(n) Late Payment Fee. Any amounts payable by Licensee that are not paid within 30 days after they are due shall bear interest at a rate of 1% per month from the due date until such amount is paid or the maximum amount permitted by law, whichever is lower. Further, should any payments due under this Agreement not be made, Licensor, upon seven days' notice terminate access to the Application Software and/or the Cloud.

(o) Services. Licensee acknowledges that it has been advised by Licensor's personnel that the Licensed Software is sophisticated software and the successful implementation of the Licensed Software requires the formulation of a detailed work plan, implementation plan, user education plan, data migration plan, and associated consulting and education services by Licensee. The consulting and education services are not included in this contract but are offered by Licensor and other third party consultants at the then published rate.

(p) Successors. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assignees of the parties hereto, but either party except shall construe nothing in this Section 13(q) as consent to any assignment of this Agreement as provided above.

## Schedule 1 - Maintenance and Support

Subject to Section 9 of the License Agreement, but only as otherwise and provided as set forth in the term in the "Order", "Licensor" will provide "Licensee" the following maintenance and support services while "Licensee" is subscribed to the Licensed Software.

### 1. SOFTWARE MAINTENANCE AND SUPPORT

(a) Help Desk for Server Software Components: "Licensor" will provide "Licensee" with telephone, e-mail, and facsimile technical support to answer general Software product questions and to identify and diagnose Software issues during the normal business hours of "Licensor" Irvine staff, Monday through Friday (local time), excluding company holidays specific to each such location.

(b) Help Desk for Site Software Components: "Licensor" will provide "Licensee" with telephone, e-mail, and facsimile technical support to answer general Software product questions and to identify and diagnose Software issues during the normal business hours of "Licensor" Irvine 24/7 support center, Monday through Sunday, excluding company holidays specific to each such location.

(c) Support Contacts. "Licensee" may appoint up to 3 individuals to serve as the primary contacts to receive support for Server Software Components through "Licensor" support centers and the Customer Center and up to 3 individuals per site to serve as the primary contacts to receive support for Site Software Components through "Licensor" support centers and the Customer Center. "Licensee" may add additional support contacts by paying the applicable fee.

(d) Maintenance Updates/Upgrades. "Licensor" will make available to "Licensee" (without additional license fees), all Software updates and upgrades commercially released by us during the term of the maintenance and support plan as provided in this Agreement. Updates consist of Software emergency patch releases and service packs. Upgrades consist of new Software version releases, which are denoted by a change in the version number (i.e., 7.3.4 to 8.0.1). Existing or new software modules not purchased by Licensee are not included in updates and/or upgrades.

(e) E-mail and Website Access. "Licensor" may provide answers to questions, software code examples and other technical documentation via e-mail or "Licensor" website. "Licensee" will need e-mail and/or Internet access to access this information and the information included in the eLearning library.