

Alfresco Enterprise Master Subscription Agreement

This **Alfresco Enterprise Master Subscription Agreement** (the "Agreement"), dated this _____ is entered into between Alfresco Software, Ltd., a United Kingdom corporation, with its principal place of business at Park House Park St Maidenhead Berks SL6 1SL UK ("Alfresco"), and _____ (the "Company"), a _____ corporation with its principal place of business at _____, USA. This Agreement and any attachment hereto establishes the terms and conditions that apply to Company's use of the Alfresco Enterprise Software (the "Software") and Services as set forth in an Order Form executed by the parties referencing and incorporating the terms of this Agreement (each, an "Order").

1.0 SCOPE OF AGREEMENT

1.1. Framework. This Agreement establishes a framework that will enable Alfresco to provide Software and Services, including training, consulting, and Support Services, to Company ("Subscription"). "Software" means Alfresco Enterprise for Document Management, Alfresco Enterprise for Web Content Management, and other software programs branded by Alfresco, its Affiliates and/or third parties. Support Services means Alfresco provided and certified product support, as specified in Section 2a of Exhibit A. The specific services (the "Services") and/or Software that Alfresco will provide to Company will be described in an Order, signed by the parties or otherwise accepted by Alfresco, which may consist of (a) one or more mutually agreed order forms, statements of work, work orders or similar transaction documents, or (b) an Order placed by Company through Alfresco's online store accessible from a Alfresco website. An "Order" means a standard Alfresco document specifying a Company order to obtain Software and associated Services which when completed and signed on behalf of Alfresco and on behalf of the Company is binding on the parties and documents the licenses granted and Support Services supplied under this Agreement. The parties agree that the terms of this Agreement will govern all purchases and use by Company of Software and Services unless otherwise agreed by the parties in writing.

1.2 Affiliates. Alfresco and Company agree that Affiliates of Company may acquire Software and Services from Alfresco or its Affiliates by entering an Order Form with Alfresco (or an Alfresco Affiliate) that incorporates the terms and conditions of this Agreement. The parties acknowledge that adjustments to the terms of this Agreement may be made in a particular Order Form (for example, to address disparate tax and/or legal regimes in other geographic regions). "Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party, where "control" is the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

1.3. Business Partners. Alfresco has entered into agreements with other organizations ("Business Partners") to promote, market and support certain Software and Services. When Company purchases Software and Services through a Business Partner, Alfresco confirms that it is responsible for providing the Software and Services to Company under the terms of this Agreement. Alfresco is not responsible for (a) the actions of Business Partners, (b) any additional obligations Business Partners have to Company, or (c) any products or services that Business Partners supply to Company under any separate agreements between a Business Partner and Company.

2.0 LICENSE GRANTS, RESTRICTIONS AND OWNERSHIP

2.1 Grant to Company. For the term of this Agreement and subject to Company's payment of the Subscription Fee (defined below) Alfresco grants Company: 1) the right to a non-exclusive, non-transferable, non-sublicensable, license to use and modify the Software only for Company's own internal use of the Software and limited to the number of Licensed Servers; 2) the right to receive Support Services and upgrades for the Software; and 3) the right to use the Software on additional CPUs for the purpose of disaster recovery testing. For the avoidance of doubt, this Agreement grants to Company a perpetual license to install and use the Software on the Licensed Server(s), but Support Services offered in conjunction with the Software must be purchased on an annual subscription basis. A "Licensed Server" means a single central processing unit ("CPU") used by Company to run the Software per the terms of this Agreement. "Initial Licensed Server" means a Company CPU used to run the Software upon Company's payment of the Subscription Fee according to a duly signed and authorized Order. "Additional Licensed Servers" means a Company CPU used to run the Software after the Company has paid the Subscription Fee but prior to the termination or expiration of this Agreement. Collectively, all of the "Initial Licensed Servers" and "Additional Licensed Servers" comprise, and shall be referred to, as the "Licensed Server."

2.2 Restrictions. During any term of this Agreement, Company shall not, directly or indirectly: (i) sublicense,

resell, rent, lease, distribute, market, commercialize or otherwise transfer rights or usage to: (a) the Software, (b) any modified version or derivative work of the Software created by the Company or for the Company, or (c) Alfresco Community (which includes all non-supported versions of Alfresco-developed software), for any purpose including timesharing or service bureau purposes; (ii) remove or alter any copyright, trademark or proprietary notice in the Software; (iii) transfer, use or export the Software in violation of any laws or regulations of any government or governmental agency; (iv) use or run on any of Company's hardware, or have deployed for use, any production version of Alfresco Community; (v) use any of the Support Services, Error corrections, Updates or Upgrades, for the Alfresco Community software or for any CPU for which Support Services are not then purchased as provided hereunder; or (vi) reverse engineer, decompile or modify any encrypted or encoded portion of the Software.

2.3 Proprietary Rights. Alfresco and its licensors shall own all right, title, and interest to the Software, technology, information, code or software provided to Company, including all portions, copies or modifications thereof.

2.4 US Government Restricted Rights. If Company is the United States Government or any contractor thereof, use, duplication, and disclosure of the product acquired hereunder and all licenses granted hereunder are subject to the following: (i) for acquisition by or on behalf of civilian agencies, as necessary to obtain protection as "commercial computer software" and related documentation in accordance with the terms of this commercial computer software subscription and as specified in Subpart 12.1212 of the Federal Acquisition Regulation (FAR), 48 C.F.R. 12.1212, and its successors; (ii) for acquisition by or on behalf of the Department of Defense (DOD) and any agencies or units thereof, as necessary to obtain protection as "commercial computer software" and related documentation in accordance with the terms of this commercial computer software subscription and as specified in Subparts 227.7202-1 and 227.7202-3 of the DOD FAR Supplement, 48 C.F.R. 227.7202-1 and 227.7202-3, and its successors.

2.5 Grant to Alfresco. Neither party will, without the other party's prior written consent, make any news release, public announcement, denial or confirmation of this Agreement, its value, or its terms and conditions, or in any manner advertise or publish the fact of this Agreement. Notwithstanding the above, Alfresco may use Company's name and logo, consistent with Company's trademark policies, on customer lists so long as such use in no way promotes either endorsement or approval of Alfresco or any Alfresco products or services. Additionally, Company agrees to make representatives available,

subject to their availability and only on an occasional basis, to serve as a non-public reference to prospective Alfresco customers to discuss Company's experience working with Alfresco. Company also agrees to work with Alfresco in developing and publishing case studies and press releases that describe its use of the Software, provided that such publicity neither expresses endorsement nor approval of Alfresco or any Alfresco products or services, unless agreed to otherwise by Company.

3.0 FEES AND PAYMENT

3.1 Subscription Fee. Company shall pay to Alfresco an amount specified in an Order for the subscription defined in Section 1.1 ("Subscription Fee"). Payment for the Subscription Fee shall be due and payable according to the terms specified in the Order Form. Any renewal of Subscriptions will be at the same price per unit listed in the applicable Order Form. Subscription fees are exclusive of, and Company is responsible for, shipping costs, duties and taxes (including Value Added Tax which shall be paid by the Company, if applicable, at the rate and in the manner for the time being prescribed by law). Except as otherwise set forth in this Agreement, all fees paid to Alfresco are non-refundable.

3.2 Records Retention. Company shall maintain accurate records necessary to verify the number of Licensed Servers. Upon Alfresco's written request, Company shall provide Alfresco with such records within ten (10) business days. If Company has more Licensed Servers than Company has paid for, Company shall immediately pay Alfresco the applicable Additional Subscription Fee.

3.3 Ordering of Additional Subscriptions or Other Services. Subscriptions for Licensed Servers and associated Support Services may be ordered from time to time under the terms of this Agreement by Company through an Order Form although Alfresco has no obligation whatsoever to accept such Order. Additional Subscription Fees shall be assessed at the then current rate. Any such Additional Subscription Fees shall be prorated based upon the number of days (out of 365 days) remaining in the Subscription period for the Company's existing Licensed Servers and the term of the Additional Subscription shall be coterminous with the existing Subscription.

3.4 Invoicing and Payment. All payments of fees or charges under this Agreement shall be made in US dollars within thirty (30) days of the date of the applicable Alfresco invoice unless stipulated otherwise in the associated Order.

4.0 SUPPORT

Support Services ordered by Company shall be provided under Alfresco's Support Services policies as set forth in Exhibit A. Company must purchase the same level of Support Services (e.g., Gold or Platinum – see Exhibit A) for the Subscription and Additional Subscriptions to be used by Company for the same business application. For the avoidance of doubt, Company may not purchase a Gold Subscription for its Test and Standby Licensed Servers while purchasing Platinum Subscriptions for Production and Development Licensed Servers. In the event Company terminates Support Services, reinstatement fees may apply under Alfresco's then-current policies if Company reinstates Support Services.

5.0 CONFIDENTIALITY.

Company agrees to maintain the confidentiality of the source code for the Software and Company and Alfresco mutually agree to maintain the confidentiality of any other proprietary information received by Company from Alfresco, or Alfresco from Company, during, or prior to entering into, this Agreement, including non-public technical and business information ("Confidential Information") during the term of this Agreement and after the termination of this Agreement. This section shall not apply to any publicly available or independently developed information. Both parties agree not to use said Confidential Information for any purpose except as necessary to fulfill their obligations and exercise their rights under this Agreement. Neither party shall disclose the Confidential Information to any third party, and both parties shall protect the secrecy of and avoid unauthorized use of the Confidential Information to the same degree that they protect their own confidential information and in no event less than reasonable care.

6.0 REPRESENTATIONS AND WARRANTIES

6.1 General Representations and Warranties. Alfresco represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Company; and (c) to Alfresco's knowledge, Alfresco branded Software does not, at the time of delivery to Company, include malicious or hidden mechanisms or code for the purpose of damaging or corrupting the Software.

6.2 Disclaimer of Warranty.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AS PROVIDED BY ALFRESCO IS PROVIDED AND LICENSED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER

EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. ALFRESCO DOES NOT GUARANTEE THAT THE USE OF THE SOFTWARE WILL NOT BE INTERRUPTED OR ERROR FREE. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND MERCHANTABILITY.

7.0 LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, IN NO EVENT WILL ALFRESCO OR COMPANY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOSS OF DATA, COMPUTER FAILURE OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES EVEN IF ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. FOR ALL EVENTS AND CIRCUMSTANCES, ALFRESCO AND COMPANY OR THEIR AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL ORDER FORMS WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNTS RECEIVED BY ALFRESCO FROM COMPANY DURING TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY, WITH RESPECT TO THE PARTICULAR ITEMS (WHETHER SOFTWARE, SERVICES OR OTHERWISE) GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDERING DOCUMENT.

8.0 INDEMNIFICATION

8.1 Defense. If a third party claims that Company's use of the Software infringes any United States patent, copyright, trademark or trade secret, Company must promptly notify Alfresco in writing. Alfresco shall defend Company against such claim if Company reasonably cooperates with Alfresco and allows Alfresco to control the defense and all related settlement negotiations, and then Alfresco shall indemnify Company from and against any damages finally awarded for such infringement or settlements entered into by Alfresco on Company's behalf.

8.2 Injunctive Relief. If an injunction is sought or obtained against Company's use of the Software as a result of a third party infringement claim, Alfresco may, at its sole option and expense, (i) procure for Company the right to continue using the affected Software, (ii) replace or modify the affected Software with functionally equivalent software so that it does not infringe, or, if either (i) or (ii) is not commercially feasible, (iii) terminate the licenses and refund the Subscription Fees received by Alfresco from Company for the affected Software in the twelve (12) months immediately preceding the first event giving rise to liability, with respect to the particular items (whether Software, Services or otherwise) giving rise to liability under the most applicable ordering document.

8.3 Disclaimer of Liability. Alfresco shall have no liability for any third party claim of infringement based upon (i) use of other than the then current, unaltered version of the applicable Software, unless the infringing portion is also in the then current, unaltered release; (ii) use, operation or combination of the applicable Software with non-Alfresco programs, data, equipment or documentation if such infringement would have been avoided but for such use, operation or combination; or (iii) any third party software. The foregoing constitutes the entire liability of Alfresco, and Company's sole and exclusive remedy with respect to any third party claims of infringement of intellectual property rights.

9.0 TERM AND TERMINATION

9.1 Term and Termination of Agreement. The term of this Agreement will begin on the Effective Date and will terminate at the expiration of ninety (90) days following written notice of termination given by one party to the other. Termination of this Agreement will not operate to terminate any Order Form and the terms and conditions of this Agreement will continue in full force and effect to the extent necessary to give effect to any Order Form in effect at the time of termination of this Agreement and until such time as the applicable Order Form expires or is terminated in accordance with Section 9.2 below. Except as otherwise provided in this Agreement, Company may not terminate an Order for a Subscription within the initial term of this Agreement.

9.2 Term and Termination of Order Form

9.2.1 The term of an Order Form begins on the date the Order Form is executed ("Order Form Effective Date") and continues for the term stated in the Order Form. Company must use any other Services set forth in an Order Form, exclusive of the Support Services, during the term specified in the Order Form or within 180 days of the Order Form Effective Date, whichever is shorter; if unused, such

Services will be forfeited.

9.2.2 If Alfresco or Company materially breaches the terms of an Order Form, and such breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party, then the other party may, by giving written notice of termination to the breaching party, terminate the applicable Order Form and/or this Agreement; provided, however, that no cure period will be required for a breach of Section 5 of this Agreement. The termination of an individual Order Form will not terminate any other Order Form or this Agreement unless otherwise specified in the written notice of termination. Without prejudice to any other right or remedy of Alfresco, in the event either party terminates an Order Form, Company will pay Alfresco (or the Business Partner from whom Company purchased Software or Services) for all Services provided up to the effective date of termination.

9.3 Survival. If this Agreement or an Order Form is terminated for any reason, Sections 2.3, 3, 5, 6.2, 7, 8, 9.3, and 10 of this Agreement (as the same are incorporated into each Order Form) will survive such termination.

10.0 GENERAL

a. Force Majeure. Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

b. Export Compliance. Company may not download or otherwise export or re-export the Software or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations.

c. Assignment. Neither party may assign this Agreement without the other party's prior written consent which shall not be unreasonably withheld.

d. Severability. If any part of this Agreement is held to be unenforceable, in whole or in part, such holding shall not affect the validity of the other parts of the Agreement.

e. Waiver. The waiver of a breach of any provision of this Agreement shall not operate or be interpreted as a waiver of any other or subsequent breach.

f. Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered in person, by FAX, overnight courier service or mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified above or such other address as either party may specify in writing, Attention Office of the General Counsel. Such notice shall be deemed to have been given upon receipt.

g. **Governing Law.** This Agreement shall be governed by the laws of California, U.S.A., excluding its conflict of law rules and excluding the UN Convention for the International Sale of Goods (CISG).

h. **Entire Agreement.** Any amendment or modification to the Agreement must be in writing signed by both parties. This Agreement constitutes the entire agreement and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter hereof. This Agreement shall also supersede all terms of any

“shrinkwrap” or “clickwrap” license included in any package, media, or electronic version of Alfresco-furnished software and any such Software shall be licensed under the terms of this Agreement. Company agrees that (i) any and all Orders shall be governed by these standard terms and conditions, and (ii) the appropriate Subscription Fees shall be timely paid. The terms and conditions of this Agreement shall prevail regardless of any preprinted or conflicting terms on Orders. Each of the parties has caused this Agreement to be executed by its duly authorized representatives as of the Effective Date.

ALFRESCO SOFTWARE, LTD. (“ALFRESCO”)

a United Kingdom corporation

Address for Notices:

Park House Park Street

Maidenhead, Berkshire SL6 1SL UK

Attention: Office of the General Counsel

Phone : +44 1628 860500

Fax : +44 1628 777926

URL : <http://www.AlfrescoSoftware.com>**(“Company”)**

a _____ company

Address for Notices:

Attention : Legal Department

Phone : _____

Fax : _____

URL: _____

By: _____

Name: John Powell

Title: CEO

By: _____

Name: _____

Title: _____

**Exhibit A
SUPPORT SERVICES ADDENDUM
STANDARD TERMS AND CONDITIONS**

1. Definitions.

“Error” means either (a) a failure of the Software to conform to the specifications set forth in the Documentation, resulting in the inability to use, or restriction in the use of, the Software, and/or (b) a problem requiring new procedures, clarifications, additional information and/or requests for product enhancements.

“Major Releases” means generally commercially released major new releases, modifications or enhancements to the Software, as designated by a change in the number to the left of the decimal in the version number.

“Maintenance Releases” means generally commercially released code corrections, patches, updates and minor version releases of the Software, as designated by a change in the number to the right of the decimal in the version number.

“Update” means either a software modification or addition that, when made or added to the Software, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of the Error on Company.

“Upgrade” means a revision of the Software released by Alfresco to its end user customers generally, during the Support Services Term, to add new and different functions or to increase the capacity of the Software. Upgrade does not include the release of a new product or added features for which there may be a separate charge.

2. Alfresco Support Services. Alfresco Support Services includes support and maintenance and is included in the Alfresco Enterprise Subscription (i.e., the license granted in Section 2.1 (Grant to Company) of the Agreement, and includes all Major Releases and Maintenance Releases, and phone and/or email support depending on the service-level agreement (SLA) purchased in an Order. These Alfresco Product Support cases may not extend to Company’s customizations of the Software or Company’s integrations of the Software with Company-developed or third-party developed software. Unless otherwise stated, all Alfresco Support Services are offered during normal business hours (9:00 AM - 5:00 PM in the time zone of the Company’s Technical Support Contacts (“Local Center”), Monday – Friday). The table below summarizes the Alfresco Product Support Services SLA commitments for the “Gold” and “Platinum” levels.

Support Level	Support Hours		Response time SLA	Issue Logging Method		
	Issue Severity	Support Center Hours		24*7	Phone	Email
Gold	Severity 1	9-5 Local Center	4 business hours		Y	Y
	Severity 2	9-5 Local Center	4 business hours		Y	Y
	Severity 3	9-5 Local Center	4 business hours		Y	Y
Support Level	Support Hours		Response time SLA	Issue Logging Method		
	Issue Severity	Support Center Hours		24*7	Phone	Email
Platinum	Severity 1	24*7	2 clock hours	Y	Y	Y
	Severity 2	8-5 Local Center	2 business hours		Y	Y
	Severity 3	8-5 Local Center	2 business hours		Y	Y

3. Updates. Alfresco will make commercially reasonable efforts to provide an Update designed to solve or by-pass a reported Error. If such Error has been corrected in a Maintenance Release, Company must install and implement the applicable Maintenance Release; otherwise, the Update may be provided in the form of a temporary fix, procedure or routine, to be used until a Maintenance Release containing the permanent Update is available. Company shall reasonably determine the priority level of Errors, pursuant to the following protocols:

- a. **Severity 1 Issues:** A Severity One Production Issue means the (i) production system is severely impacted or completely shut down, or (ii) system operations or mission-critical applications are down. A Severity One Development Issue means (iii) an application is in final testing, facing a critical time frame of going into Production Use and is severely impacted or (iv) entire development efforts are blocked. Alfresco promptly initiates the following procedures: (1) assigns specialist(s) to correct the Error on an expedited basis; (2) provides ongoing communication on the status of an Update; and (3) begins to provide a temporary workaround or fix.

- b. **Severity 2 Issues:** A Severity Two Production Issue means (i) the production system is functioning with limited capabilities, or (ii) is unstable with periodic interruptions, or (iii) mission critical applications, while not being affected, have experienced material system interruptions. A Severity Two Development Issue means (iv) there is a time sensitive question impacting performance or deliverables, or (v) a major subsystem under development is blocked. Alfresco assigns a specialist to begin an Update, and provides additional, escalated procedures as reasonably determined necessary by Alfresco Support Services staff. Alfresco exercises commercially reasonable efforts to provide a workaround or include a fix for the Severity 2 Issues in the next Maintenance Release.
- c. **Severity 3 Issues:** A Severity Three Production Issue means there (i) are issues in fully operational production systems, (ii) is a need to clarify procedures or information in documentation, or (iii) is a request for a product enhancement. A Severity Three Development Error means (iv) there are errors in system development that may impact performance deliverables, (v) a need to clarify procedures or information in documentation, or (vi) a request for product enhancement. Alfresco may include an Update in the next Maintenance Release.
4. **Maintenance Releases and Upgrades.** During the Support Services Term, Alfresco shall make Maintenance Releases and Upgrades available to Company if, as and when Alfresco makes any such Maintenance Releases or Upgrades generally available to its customers. If a question arises as to whether a product offering is an Upgrade or a new product or feature, Alfresco's opinion will prevail, provided that Alfresco treats the product offering as a new product or feature for its end user customers generally.
5. **Conditions for Providing Support.** Alfresco's obligation to provide Support Services is conditioned upon the following: (a) Company makes reasonable efforts to correct the Error after consulting with Alfresco; (b) Company provides Alfresco with sufficient information and resources to correct the Error either at Alfresco's Customer Support Center or via remote access to Company's site, as well as access to the personnel, hardware, and any additional software involved in discovering the Error; (c) Company promptly installs all Maintenance Releases; and (d) Company procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Software.
6. **Technical Support Contacts.** The Alfresco Customer Support Center will provide email support to up to two (2) designated contacts, as identified in an Order, who will develop, maintain or support Company's application that use the Software ("Technical Support Contacts"). Company may modify its designated Technical Support Contacts at any time during which Company is authorized to receive Support Services. Technical Support Contacts will be the only interface to the Alfresco Customer Support Center. In an emergency, an Alfresco Customer Support Engineer will begin working on an Error for an unauthorized contact on an exception basis subject to later verification and involvement of a named Technical Support Contact.
7. **Exclusions from Alfresco's Support Services.** Alfresco is not obligated to provide Support Services in the following situations: (a) the Software has been changed, modified or damaged; (b) the Error is caused by Company's negligence, hardware malfunction or other causes beyond the reasonable control of Alfresco; (c) the Error is caused by third party software not licensed through Alfresco or provided by Alfresco; (d) Company has not installed and implemented Maintenance Release(s) so that the Software is a version supported by Alfresco; or (e) Company has not paid the Support Services fees when due.
8. **Termination of Support Services.** Alfresco reserves the right to discontinue the Support Services should Alfresco, in its sole discretion, determine that continued support for any Software is no longer economically practicable. Alfresco will give Company at least three (3) months prior written notice of any such discontinuance of Support Services and will refund any unaccrued Support Services fees Company may have prepaid with respect to the affected Software. Alfresco shall have no obligation to support or maintain any version of the Software or operating system except (i) the then current version of the Software and operating system, and (ii) the immediately preceding version of the Software and operating system for a period of six (6) months after it is first superseded. Alfresco reserves the right to suspend performance of the Support Services if Company fails to pay any amount that is payable to Alfresco under the Agreement within thirty (30) days after such amount becomes due. For purposes of clarity, Company may continue to use Software after the initial Term without purchasing a Subscription for the Support Services.