

**Carahsoft Rider to Manufacturer Commercial Supplier Agreements
(for U.S. Government End Users)
Revised 20161213**

- 1. Scope.** This Carahsoft Rider and the Manufacturer's Commercial Supplier Agreement (CSA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

- 2. Applicability.** The terms and conditions in the attached Manufacturer's CSA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a) (1) (B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's Multiple Award Schedule Contract, GS-35F-0119Y, including, but not limited to the following:
 - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", defined as an entity authorized to order under Government contracts as set forth in General Services Administration Order OGP 4800.2I, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

 - (b) Changes to Work and Delays.** Subject to General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of the GSAR and the FAR provisions shall take precedence.

 - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

- (d) Audit.** During the term of this CSA: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this CSA. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this CSA.
- (e) Termination.** Clauses in the Manufacturer's CSA referencing suspension, termination or cancellation of the Manufacturer's CSA, the License, or the Customer's Account are hereby deemed to be deleted. Termination, suspension or cancellation shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:
- Carahsoft may request cancellation or termination of the CSA on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section (q) below or if such remedy is otherwise ordered by a United States Federal Court.
- (f) Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider and the CSA will be governed by and construed in accordance with the laws of the United States. All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) Force Majeure.** Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.
- (h) Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA are hereby deemed to be deleted.
- (i) Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

- (j) **Customer Indemnities.** All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All of the Manufacturer's CSA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) **Future Fees or Penalties.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- (n) **Taxes.** Taxes are subject to GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w) (1) (x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer's CSA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w) (1) (iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

(r) Limitation of Liability: Subject to the following:

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

(t) Public Access to Information. Manufacturer agrees that the CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA and this Rider will be available to the public.

(u) Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).



SERVICES AGREEMENT

Appendix 1 - TERMS AND CONDITIONS

1. **LICENSE AND SUPPORT.** Subject to the terms, conditions and restrictions set forth in this Agreement, including payment of the Subscription Fees set forth in the Order Form, Crimson Hexagon hereby grants, and Customer hereby accepts, a non-exclusive, non-transferable, right and license, to access and use, solely for its internal business purposes, (i) the Subscription Service identified on the Order Form (the "Service"), on a hosted basis, in accordance with the user documentation provided with the Service ("Documentation"), and (ii) the Documentation, each for the Subscription Term set forth in the applicable Order Form. Use of the Service is restricted and subject to the limitations set forth in the Order Form. During the Subscription Term Crimson Hexagon will support the Service in accordance with the Support and Service Level Policy attached as Appendix 2.

2. TERM; RENEWAL; TERMINATION

2.1 Term of Agreement. This Agreement is effective as of the Effective Date and will continue until the services as described in the Order Form and any Statements of Work ("SOW(s)") have been completed, expired or terminated.

2.2 Term and Renewal of Orders. The Subscription Term described in each Order Form will commence upon the Order Form Effective Date and continue as set forth therein ("Initial Term"). Rates for any Renewal Term will not exceed the previous year's rates by more than five percent (5%), unless the parties agree otherwise in writing.

2.3 Termination for Breach. This Agreement and any Service may be terminated if one party materially breaches this Agreement and fails to cure such breach within thirty (30) days of receipt of notice of the breach from the non-breaching party.

2.4 Termination by Crimson Hexagon. Crimson Hexagon may terminate this Agreement immediately upon written notice to Customer in the event Customer breaches Section 4.1, develops, markets, sells or offers for sale a product or service that is competitive with the Service, or is purchased by a competitor of Crimson Hexagon.

3. **FEES; PAYMENT TERMS; OVERDUE PAYMENTS.** Subscription Fees and any other fees for professional services are specified on the Order Form. Customer agrees to pay any pre-approved reasonable travel and living expenses incurred in connection with the provision of services under a SOW. Unless otherwise set forth on the Order Form or a SOW, all fees will be invoiced upon the Effective Date of the Order Form. Payment terms are Net 30 days from the date of receipt of invoice. Customer shall be responsible for all taxes on the fees, except for taxes on Crimson Hexagon's income. If any fees or charges under any Order Forms are not received from Customer by the due date, then at Crimson Hexagon's discretion, (a) such amounts may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date

paid; and/or (b) Crimson Hexagon may condition future term renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment). If any amount owing by Customer under this Agreement is fifteen (15) or more days overdue, Crimson Hexagon may, without limiting its other rights and remedies, suspend Services to Customer until such amounts are paid in full.

4. RESTRICTIONS; PROPRIETARY RIGHTS; DATA.

4.1 Customer shall not: (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, user interface techniques or algorithms of the Service or disclose any of the foregoing; (ii) encumber, transfer, manufacture, distribute, sell, sublicense, assign, provide, lease, lend, use for timesharing or service bureau purposes, or otherwise use (except as expressly provided herein) the Service or Documentation; (iii) copy, modify, adapt, translate, incorporate into or with other software, or create a derivative work of any part of the Service or Documentation; (iv) attempt to circumvent any user limits, timing or use restrictions that are built into the Service (v) use the Service for a purpose not intended by this Agreement or violate the license restrictions set forth in this Agreement, including without limitation the Order Form or (vi) use the Service in a manner that damages, disables, degrades the performance of or overburdens the Service for use by other customers of Crimson Hexagon. The Service is the proprietary intellectual property of Crimson Hexagon that contains trade secrets and is protected by copyright law. Subject to any license granted hereunder, Crimson Hexagon retains sole and exclusive ownership of all right, title, and interest in and to the Service and any other technology used to provide it. Any and all enhancements, modifications, corrections and derivative works that are made to the Service will be considered part of the Service for the purposes of this Agreement and will be owned by Crimson Hexagon. Crimson Hexagon shall own all rights, title and interest in any deliverables created by Crimson Hexagon under a SOW, but all such deliverables shall be licensed to Customer for use in connection with Customer's use of the Service hereunder.

4.2 Notwithstanding the foregoing, Customer retains all rights, title and interest in and to Customer's own information and data, including Customer's ideas, processes, standards, practices, and management policies and procedures, that is input by Customer into the Service or supplied to Crimson Hexagon ("Customer Data").

4.3 Third Party Content: Crimson Hexagon licenses content ("Third Party Content") from various third party providers (Third Party Providers"). Customer agrees that it will not: (i) use any Third Party Content (in aggregate form or otherwise) in connection with any online advertising network, advertising exchange, or data broker, (ii) remove or alter any proprietary notices, copyright notices or marks from the Third Party Content or (iii) display any Third Party Content that may create a false or misleading impression as to the origin or value of such Third Party Content. In addition, Customer shall and shall require its users to, comply with the Twitter Terms of Service located at <http://twitter.com/tos>, the Twitter privacy policy located at <http://twitter.com/privacy>, and the Twitter Rules located at <http://www.twitter.com/rules>. Crimson Hexagon may at its option immediately terminate Customer's access to and use of Third Party Content in the event of Customer's breach of this Agreement.

4.4 Feedback: Crimson Hexagon may, without restriction, use, reproduce, copy, sell, license, distribute, publicly display or perform, incorporate into the Services, or otherwise exploit any suggestions, enhancement requests, recommendations or other feedback provided by Customer, relating to the operation of the Services.

4.5 ATTRIBUTION: All digital or printed copies of reports, analyses, output, other materials or information generated or produced by the Service shall include the following attribution to Crimson Hexagon: "Source: Crimson Hexagon."

5. CONFIDENTIALITY. Each party shall maintain as confidential and shall not disclose (except to its employees, accountants, attorneys, advisors, affiliates, outsourcers and third party service providers of recipient with a need to know in connection with recipient's performance under this Agreement, and who have been advised of the obligation of confidentiality hereunder), copy or use for purposes other than the performance of this Agreement, any information which relates to the other party's business affairs, trade secrets, technology, research, development, pricing or terms of this Agreement ("Confidential Information") and each party agrees to protect all received Confidential Information with the same degree of care that it would use with its own Confidential Information and to prevent unauthorized, negligent or inadvertent use, disclosure or publication thereof. Breach of this Section may cause irreparable harm and damage. The recipient shall be liable to the disclosing party for any use or disclosure in violation of this Section by recipient or its affiliates, employees, third party service providers or any other related party. Confidential Information shall not include information that (a) is already known prior to the disclosure by the owning party; (b) is or becomes publicly known through no breach of this Agreement; (c) is independently developed without the use of the other party's Confidential Information and evidence exists to substantiate such independent development; (d) information that is obtained from a third party, and that third party is not, in good faith belief to the recipient, under any legal obligation of confidentiality; or (e) the recipient receives written permission from the disclosing party for the right to disclose any Confidential Information.

6. WARRANTIES AND DISCLAIMERS.

6.1 Crimson Hexagon Warranties. Crimson Hexagon represents and warrants that (i) it has the legal power to enter into this Agreement; and (ii) during the Subscription Term for which payment was received by Crimson Hexagon, the functionality of the Service will not be materially decreased (other than temporary loss of functionality due to maintenance work), provided that Customer's exclusive remedy for a breach of such warranty shall be as provided in Section 2.3 (Termination).

6.2 Customer Warranties. Customer represents and warrants that (i) it has the legal power to enter into this Agreement; and (ii) it has the lawful right to store and transmit the Customer Data into the Subscription Service.

6.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. LIMITATION OF LIABILITY. THE CUMULATIVE LIABILITY OF CRIMSON HEXAGON TO CUSTOMER FOR ALL CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO CRIMSON HEXAGON UNDER THE APPLICABLE ORDER FORM WITHIN THE YEAR PRECEDING THE CLAIM. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL CRIMSON HEXAGON OR ITS SUPPLIERS BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR DAMAGES FOR LOSS OF DATA, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF CRIMSON HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IS NEGLIGENT.

8. INDEMNIFICATION. If a third party claims that the Subscription Service infringes any U.S. patent, copyright, or trade secret, Crimson Hexagon will defend Customer against such claim at Crimson Hexagon's expense and pay all damages finally awarded through judgment or settlement, provided that Customer promptly notifies Crimson Hexagon in writing of the claim, allows Crimson Hexagon sole control of the defense and/or settlement, and cooperates with Crimson Hexagon in, the defense or settlement of such action. If such a claim is made or appears possible, Crimson Hexagon may, at its option, secure for Customer the right to continue to use the Subscription Service, modify or replace the Subscription Service so that it is non-infringing, or, if neither of the foregoing options is available in Crimson Hexagon's reasonable opinion, terminate this Agreement and refund to Customer any unamortized pre-paid fees for use of the Subscription Service. Crimson Hexagon shall have no liability or obligation hereunder with respect to any infringement claim if such infringement is caused by (i) compliance with Customer's instructions, designs, guidelines, plans or specifications; (ii) Customer's use of the Subscription Service other than as specified in the applicable Documentation; (iii) modification of the Subscription Service by any person other than as authorized in writing by Crimson Hexagon; or (iv) the combination, operation or use of the Subscription Service with other product(s) or services not supplied by Crimson Hexagon, where the Subscription Service would not by itself be infringing. THIS PARAGRAPH STATES CRIMSON HEXAGON'S ENTIRE OBLIGATION TO CUSTOMER WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

9. GENERAL.

9.1 Entire Agreement. This Agreement and the terms and conditions of Carahsoft Technology Corporation's (Carahsoft's) GSA Multiple Award Schedule (MAS) 70 Contract is the complete and exclusive statement of the parties' agreement and supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. If these Terms and Conditions conflict with any of the terms or conditions of any Order Form or Statement of Work, the conflict shall be resolved in accordance with General Services Administration Acquisition Regulation (GSAR) 552.212-4(s) Order of Precedence.

9.2 Waiver. Any waiver or modification of the provisions of this Agreement will be effective only if in writing and signed by the GSA Contracting Officer and Carahsoft. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. A waiver of any provision, breach or default by either party or a party's delay exercising its rights shall not constitute a waiver of any other provision, breach or default.

9.3 Independent Contractor. Crimson Hexagon is an independent contractor and not an employee of Customer. At no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party, or be considered the agent, partner, joint venturer, employer or employee of the other party.

9.4 Notices. All notices or other communications required to be given hereunder shall be in writing and delivered either by U.S. mail, certified, return receipt requested, postage prepaid; by overnight courier; or as otherwise requested by the receiving party, to the address first listed above. Notices shall be effective upon their receipt by the party to whom they are addressed.

9.5 Assignment. This Agreement may not be assigned by Customer without Crimson Hexagon's prior written consent; provided, however, that Customer may upon written notice to Crimson Hexagon assign this Agreement pursuant to a merger, acquisition or sale of Customer's business or assets provided the assignee is not a competitor of Crimson Hexagon.

9.6 Compliance with Laws. Each party will be responsible for compliance with all legal requirements related to its performance under this Agreement, including all applicable U.S. export laws and those laws related to the protection, privacy and disclosure of data and information.

9.7 Force Majeure. Neither party will be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, terrorism, war, riot, embargoes, fire, floods, earthquakes, or strikes (each a "Force Majeure Event") provided that such party gives prompt written notice to the other party of the Force Majeure Event. The time for performance will be extended for a period equal to the duration of the Force Majeure Event.

9.8 Governing Law and Disputes. This Agreement and any dispute arising hereunder shall be governed by and interpreted and construed in accordance with the federal laws of the United States.

9.9 Survival. The following provisions of this Agreement shall survive any termination or expiration hereof: Sections 3, 4 and 6 through 10.

Appendix 2
SUBSCRIPTION SUPPORT AND SERVICE LEVEL POLICY

1. Service Levels and Credit. Crimson Hexagon’s failure to make the Service Available at least 99.5% of the time in any calendar month during the Subscription Term, excluding scheduled maintenance windows, shall be deemed a service level default (“Service Level Default”). For purposes of this SLA, “Available” means that Users are able to access and use the material features and functions of the Service.

In the event of a Service Level Default, Customer’s exclusive remedies shall be to receive a credit against Subscription fees paid or payable by Customer (a “Service Level Credit”) and, in the event Customer is eligible for a 100% Service Level Credit during any calendar month during the Subscription Term, to terminate the Subscription. Service Level Credits are calculated as a percentage of the prorated monthly Subscription fee set forth in the applicable Order Form(s), as set forth below.

Percentage of time in calendar month (excluding scheduled maintenance windows) during which Service is Available	Percentage of prorated monthly Subscription Fee constituting Service Level Credit
At least 99.50%	0%
98.00 – 99.49%	10%
95.00 – 97.99%	25%
93.00 – 94.99%	50%
Less than 93%	100%

A Service Level Credit shall not be payable unless Customer requests it within 30 days following the end of the calendar month in which the Service Level Default occurred. Service Level Credits shall be applied against the next invoice, or if Customer has made final payment to Crimson Hexagon for the Subscription and no further invoices will be issued, Crimson Hexagon shall refund to Customer the applicable Service Level Credit within 30 days of Customer’s request.

In the event Customer is eligible for a 100% Service Level Credit during any calendar month during the Subscription Term, Customer may terminate the Subscription without penalty upon written notice to Crimson Hexagon. In the event of such a termination by Customer, Crimson Hexagon shall refund to Customer any prepaid fees covering the remainder of the Subscription Term after the effective date of termination.

2. Scheduled Maintenance and Notifications

Standard Maintenance Windows

No more than eight hours per month, to take place during weekends or between 12:00 AM and 6:00 AM ET on weekdays.

Notification of Scheduled Maintenance Downtime

- a. Crimson Hexagon will notify Customer of any scheduled maintenance downtime which will cause the total scheduled maintenance downtime for the month to exceed eight hours or which will occur outside the standard maintenance windows specified above. Except in cases of emergency, notification will be provided at least three business days prior to such downtime.
- b. In cases of emergency, Crimson Hexagon will use commercially reasonable efforts to notify Customer of a planned downtime as soon as practicable.

3. Reporting

- a. Crimson Hexagon shall, upon Customer's request from time to time, provide a written report regarding Crimson Hexagon's compliance with the performance requirements specified above. Crimson Hexagon shall also provide such other information with respect to the performance of the Service as mutually agreed upon by the parties from time to time, and in conformity with reporting Crimson Hexagon provides to its other customers utilizing the Service. Customer may independently audit the report at its expense.
- b. Representatives of Crimson Hexagon and Customer shall meet as often as may be reasonably requested by either party, but no less often than once each calendar quarter, to review Crimson Hexagon's performance of Services and to discuss technical plans, system performance, service levels and for any other matters related to the Agreement that may be reasonably requested by either Crimson Hexagon or Customer.

4. Technical Support

Crimson Hexagon provides access to technical support via email and phone by a services representative upon the following terms:

- a. Requests received during "Coverage Hours" (4:00 AM – 8:00 PM ET, Monday – Friday, excluding holidays) will be responded to within 3 hours.
- b. Requests received outside Coverage Hours will be responded to on the next business day.

In addition to the above, Crimson Hexagon uses monitoring services to continually check on the operating status of the Service, 24 hours per day, 7 days per week. In the event the Service is not Available, on-call staff are automatically notified of the issue via email and text message. Response time is within 15 minutes; resolution time depends on the complexity and severity of the problem.