

Extensible Support Services Agreement

Version 1.0

Revision Date: January 2, 2011

THIS DOCUMENT IS A LEGAL AGREEMENT ("Agreement") BETWEEN EXTENSIBLE, LLC ("We", "Us", "Our" or "Extensible") AND YOU OR THE ORGANIZATION ON WHOSE BEHALF YOU ARE UNDERTAKING THE AGREEMENT DESCRIBED BELOW ("Customer", "You") IN RELATION TO EXTENSIBLE SUPPORT SERVICES. BY UNDERTAKING TO RECEIVE AND/OR PAYING FOR THE SERVICES DESCRIBED BELOW ("Services"), YOU ACCEPT THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT, DO NOT PROCEED WITH RECEIVING THE SERVICES. THIS AGREEMENT DESCRIBES YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE SERVICES.

Commencing on the purchase or renewal of a support term ("Effective Date"), We will supply the Services to Customer with respect to the Software described in Section 1 below, for which We have granted a license to Customer pursuant to a software license agreement (the "Software License Agreement") by and between Extensible and Customer and for whom the applicable support fee has been paid.

1. INCLUDED SUPPORT SERVICES

All support plans listed below apply only to the Extensible product(s) for which they are licensed ("Software") and do not apply to any other application, library or product developed or sold by Us. The support, if any, for any other such product will be governed by a separate agreement. All support features listed below are available only for the Maintenance Term plus any extensions or renewals, and such support features will become unavailable immediately upon termination of this Agreement.

All support plans include the following features:

- Remote and downloadable access to the most current source code, documentation, tutorials and examples available.
- Read-only web access to the most current source code repository for the Software.
- Unlimited, 24x7 access to the Extensible support forums, including member-only premium support forums monitored by the Extensible support team. Support contacts are allowed up to the number of licensed users for which support fees have been paid.
- 40 support credits included that can be used for any metered support services as detailed in Section 2.

All other support features are plan-specific as described below:

A) Standard Support Plan

- Email support tickets as detailed in Section 2.
- Maximum incident response time of 72 hours as detailed in Section 3a.

B) Premium Support Plan

- Email and telephone support tickets as detailed in Section 2.
- Maximum incident response time of 24 hours as detailed in Section 3a.
- Emergency bug fix escalation available on an as-needed basis.
- Remote troubleshooting services available as detailed in Section 2c.

2. METERED SUPPORT SERVICES

All support features listed in this section are valued in support credits and are only available up to the number of support credits available in the Customer's support account at the time of the support incident. Additional x-credits may be purchased and spent on additional support at any time (provided such credits have not expired according to Section 3e). All references to "cost" in this section mean the cost in support credits based on the support credit value of the service. All references to "billing" in this section mean the deduction of accumulated credits from the support account of the Customer.

A) Support Requests

Email support requests submitted to the Extensible team at support@ext.ensible.com are valued per single related incident (multiple emails and/or replies can relate to a single incident). Each email support incident costs 10 support credits. If telephone support is also required to resolve the incident (premium support only), the cost for the telephone support is added separately and billed in addition to the email incident support cost under the terms of Section 2b. Support requests determined to be unrelated to the original request shall constitute a new support incident at the sole discretion of Extensible support personnel.

B) Telephone Support

Telephone support is valued in 30-minute increments, with a 30 minute minimum support credit cost per call (even if the call does not have an actual duration of 30 minutes). Each 30 minutes of telephone support costs 25 support credits, and the number of separate phone calls is limited only by the total cost in support credits available in the Customer's support account balance. Telephone support must be scheduled in advance so that Extensible and the Customer can establish mutually agreeable availability, and Extensible agrees to complete the scheduling of telephone support within the response time listed in the appropriate plan in section 1.

C) Remote Troubleshooting

Remote troubleshooting involves Extensible staff accessing the Customer's websites, applications and/or computer systems for the purposes of resolving a Customer support incident. Each 30 minutes of any such service costs 25 support credits with a 30 minute minimum support credit cost per request (even if the service does not have an actual duration of 30 minutes). All requests for remote troubleshooting services must be scheduled in advance so that Extensible and the Customer can establish mutually-agreeable availability.

3. TERMS OF SUPPORT

A) Hours of Availability

Access to all web-based support features (online documentation and source code, online help forums) are generally available 24 hours per day, 7 days a week, 365 days a year barring unforeseen interruptions in Internet service or planned exceptions by Extensible. Notwithstanding anything to the contrary in this Agreement, Extensible does not guarantee such availability. All metered support services are also generally available 24 x 7 x 365, although the response to each request for metered support may not happen immediately, and will be governed by the response time terms outlined in section 3b. Any planned exceptions to the availability of support services will be communicated on the Extensible website as far in advance as possible.

B) Response Times

The response time listed for each support plan is the elapsed time between the receipt of a

support request via email to support@ext.ensible.com and the time when Extensible begins the support service, including a verbal or written confirmation to the Customer thereof. The actual time required to fully resolve the support request, if such full resolution occurs, may be longer than the maximum response time listed.

C) Our Responsibilities

We will use commercially reasonable efforts to assist Customer to resolve problems in its use of the Software as described in Section 1. We make no guarantee that We can, or will, solve any problems with respect to the Software presented by Customer, and further disclaim any warranties above and beyond any limited warranties that may have been expressly made by Us in the Software License Agreement.

We will offer Services for the then-current version of the Software. For not less than twelve (12) months from the release date of the then-current version, We will also offer Services for the immediately preceding major version of the then-current version. A major version of the Software is defined as the number in the version preceding the first decimal place, e.g., version 1.5 has a major version of 1 (and a minor version of .5). As an example, if 1.1 is the current major version, then any version of the Software numbered 1.x would be supported until version 3.x becomes current, at which time support for all 1.x versions of the Software would no longer be offered.

D) Customer's Responsibilities

Customer is responsible for all hardware, operating systems, network setup, network maintenance and setup and use of any file access control systems required in the support of the Software. Customer may be required to grant Us certain limited access rights to Customer's proprietary computer systems in order that We may render support Services.

Customer is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software. If We determine, in Our sole discretion, that the solution is provided in available media (including, but not limited to, the source code documentation, tutorials and examples, websites or support forums), We may direct Customer's personnel to the appropriate media for the solution to the problem. Even if the support request were resolved in so doing, any minimum support charges outlined in section 2 will still apply.

4. TERM AND TERMINATION

Our provision of the Services to Customer will commence on the Effective Date and will continue for an initial term of one (1) year (the "Initial Term"). The Services will automatically terminate at the end of the Initial Term, unless Customer chooses to renew Services, subject to Extensible's written agreement (each such renewal also referred to as a "Renewal Term").

A decision to terminate Services or otherwise not renew Services will not terminate any applicable Software licenses. "Services Term" shall mean the Initial Term as extended by each Renewal Term.

Support credits must be used during the term in which they were purchased, and at the end of the Initial Term and each Renewal Term, any accumulated support credits for that term that have not been expended will be lost. At the end of the Services Term the Services automatically terminate and any accumulated support credits that have not been expended will be lost.

Extensible may update Services terms after the Initial Term with thirty (30) days advance notice to Customer of any changes deemed by Extensible to have potential adverse and/or material impact to the Customer. Upon any renewal, Extensible's then-current terms and conditions for the Services will apply.

5. FEES AND PAYMENT

A) Services Fee Schedule

Unless otherwise agreed in writing, fees that are applicable for the Services ("Services Fees") are payable on the Effective Date or, in the case of a renewal term, no later than the date of commencement of the applicable Renewal Term. Services Fees are non-refundable upon payment. Services Fees, including renewals, are at the then-current list price. Extensible may at any time, and at its sole discretion, increase applicable Services Fees for Services or renewals.

If Customer elects not to renew the Services or, in the case of Software that may initially be purchased without Services, if Customer elects not to purchase the Services when Customer acquires the Software license, Customer may later at any time enroll or re-enroll, as the case may be, for the Services at the then-current list price.

B) Taxes

All Services Fees are exclusive of any taxes, duties, or similar charges imposed by any government. Customer shall pay or reimburse Extensible for all federal, state, dominion, provincial, or local sales, use, personal property, excise, value added, withholding or other taxes, fees, or duties relating to the transactions contemplated by this Agreement (other than taxes on the net income of Extensible).

C) Invoicing and Late Payments

Any invoices issued hereunder by Extensible are due and payable within thirty (30) days of the date of the invoice. All amounts that are not paid on time by Customer shall be subject to a late charge equal to one and one-half percent (1.5%) per month, or, if less, the maximum amount allowed by applicable law.

D) Non-Payment and Breach

Extensible may at its sole discretion suspend performance of Services if Customer fails to meet its obligations as set forth under this Agreement until such delinquency is corrected. Extensible may terminate Services if such failure continues for thirty (30) days after Extensible's written notification of such failure. Extensible may terminate the Agreement and all Services at any time if (i) it is discovered that Customer is in breach of its Software license restrictions, pursuant to Customer's Software License Agreement, or (ii) Customer is in material breach of this Agreement.

6. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITIES

We shall not be responsible to provide Services to the extent that the issue is caused by (a) Customer's misuse, improper use, misconfiguration, alteration, or damage to the Software; (b) Customer's use of the Software with any hardware or software not supplied or supported by Us; (c) Customer's failure to install an update to the Software if such update would have resolved the issue; or (d) any other uses in a manner not in accordance with this Agreement. We shall have no responsibility for loss of or damage to Customer's data, regardless of the cause of any such loss or damage.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, RELATING TO PRODUCTS OR SERVICES FURNISHED TO CUSTOMER HEREUNDER. WE SPECIFICALLY DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, WHETHER MADE BY OUR EMPLOYEES OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS AGREEMENT WILL BE

DEEMED TO BE A WARRANTY BY US FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF US WHATSOEVER.

IN NO EVENT (i) SHALL OUR MAXIMUM LIABILITY FOR ALL DAMAGES EXCEED ACTUAL DIRECT DAMAGES CAUSED BY THE SPECIFIC PRODUCT OR SERVICE COMPLAINED OF, (ii) SHALL OUR MAXIMUM LIABILITY FOR ALL DAMAGES EXCEED THE TOTAL AMOUNT OF FEES PAID HEREUNDER, OR (iii) SHALL WE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST BUSINESS PROFITS AND THE LOSS, DAMAGE OR DESTRUCTION OF DATA) EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME. No limitation as to damages for personal injury is hereby intended. Some states do not allow the exclusion or limitation of incidental or consequential damages under certain circumstances and the above exclusion or limitation may not apply.

7. MISCELLANEOUS

Extensible and You are independent parties, and nothing in this Agreement shall be construed as making them partners or as creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any other obligations, express or implied, in the other party's name or on its behalf.

You agree to be identified as a customer of Ours and You agree that We may refer to You by name, trade name and trademark, if applicable, and may briefly describe Your business in Our marketing materials and website.

All notices given under this Agreement shall be effective upon receipt and shall be in writing and sent to the address of the other party set out at the beginning of this Agreement or to any replacement address of which the other party has been given notice in accordance with this Section. In no event shall either party be liable for any delay or failure to perform under this Agreement that is due to causes beyond the reasonable control of such party.

This document contains the entire agreement between the parties relating to the matters covered by it, superseding all other oral or written representations, understandings, proposals or other communications between the parties. This Agreement may be modified only by a written instrument signed by an authorized representative of each party. Customer may assign this Agreement only with Our prior written consent; We may freely assign this Agreement.

In the event that any provision of this Agreement is for any reason void or unenforceable in any respect, such provision shall be without effect to the extent of the voidness or unenforceability without affecting such provision in any other respect and without affecting any other provision.

No action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has been or reasonably should have been discovered, or, in the case of an action for nonpayment, more than two (2) years after the date the last payment was due.

This Agreement shall be governed by the substantive laws (notwithstanding conflicts of laws provisions) of The State of Texas, United States and all parties irrevocably submit to the jurisdiction of the courts of the State of Texas and further agree to commence any litigation which may arise hereunder in the state or federal courts located in the judicial district of Travis County, Texas, US.