

All references to Decision Lens in these Terms and Conditions should be read as “Contractor (immixTechnology, Inc.), acting by and through its supplier, Decision Lens.”

DECISION LENS LICENSE AND HOSTED SERVICES TERMS AND CONDITIONS

1. Scope of Agreement Definitions. This Agreement covers the (i) license and permitted use of the DL Software, (ii) access to DL Hosting and (iii) access to Customer Support. Unless otherwise defined in this Section 1, the capitalized terms used in this Agreement shall be defined in the context in which they are used. The following terms shall have the following meanings:

1.1. “Authorized User” means an employee of the Customer (or other third party consultants as authorized by Customer under Section 5.2 of this Agreement) who is authorized by Customer to access or use the DL Software or access the Customer Support in the manner authorized in this Agreement and within the scope identified in an Order Form.

1.2. “Confidential Information” shall have the meaning set forth in Section 9.

1.3. “Content” means any presentations, photographs, illustrations, icons, articles, text, audio clips, or video clips and the Customer Data.

1.4. “Customer Data” means any and all proprietary business data relating to the Customer’s business, including, without limitation, any and all data and information furnished to Decision Lens in the course of or incident to performing hereunder.

1.5. “Customer Downtime” means downtime, failure, disruption or interruption in the DL Hosting caused by or attributable to the Customer including, without limitation, (x) failure, interruption or disruption attributable to the actual or attempted acts or omissions of the Customer’s (i) Authorized Users, (ii) employees or (iii) independent contractors or agents or (y) technical failure of the Customer’s telephone, computer, connectivity or any other equipment.

1.6. “Customer Hosted” means the right granted by Decision Lens during an Order Term for the Customer to install and use the DL Software at a Customer location. An Order Form must designate that it is a Customer Hosted Subscription in order for the Customer to have the right to install and use the DL Software. In the absence of a Customer Hosted designation on an Order Form, Decision Lens will host the DL Software per Section 7 of this Agreement.

1.7. “Customer Support” means access to Decision Lens training, facilitation, or technical support as identified in Section 6 of this Agreement.

1.8. “Decision Lens Hosted Subscription” means an Order where Decision Lens will provide DL Hosting.

1.9. “DL Hosting” means the hosting services provided by Decision Lens under a Subscription. These include the collection of managed services including system administration, hardware management, software system management, network operations, public Internet bandwidth, backup and restoration activities, program management and crisis management activities which are collectively used to make the DL Software available online via a Decision Lens provided login link. In cases where a Customer hosts the DL Software at a Customer location, Decision Lens does not have an obligation to provide DL Hosting.

1.10. “DL Software” means Decision Lens’ proprietary software and advanced framework in object code for group decision-making, and all updates, improvements, bug fixes, or other modifications.

1.11. “Documentation” means the user guides and training materials made available by Decision Lens (whether online or in hard copy format) that provide installation and/or operating instructions for use of the DL Software by Customer.

1.12. “Force Majeure” means an event caused by conditions beyond the reasonable control of such Party including, but not limited to, governmental action, terrorism, war, acts of public enemies, strikes or other labor disturbances, civil or military authority, fires, floods, or other natural calamities, acts of God, telecommunications

failure, electrical outages, any service failure or disruption caused by other service providers, or systems, severe network outages in co-location site networks, error in the coding of electronic files or any causes of like or different kind beyond the reasonable control of such Party.

1.13. “Order Term” means the period of time as identified on an Order Form during which the Customer may use or access the DL Software, Customer Support or DL Hosting.

1.14. “Scheduled Maintenance” means downtime to the DL Hosting during which Decision Lens performs upgrade, bug fixes, or other systems servicing to the DL Software or data center environment.

1.15. “Subscription” means the combination of a license to use the DL Software, access to Decision Lens Customer Support, and access to DL Hosting.

1.16. “Term” shall have the meaning set forth in Section 10.1 of this Agreement.

2. Inspection/Acceptance

The Contractor (immixTechnology, Inc.) can only, and shall only tender for acceptance those items that substantially conform to the software manufacturer’s (“DECISION LENS”) published specifications. Therefore, items delivered shall be considered accepted upon delivery. The Government reserves the right to inspect or test any supplies or services that have been delivered. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within the warranty period; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

3. License Grant

3.1. Subject to the terms and conditions of this Agreement and in consideration for the payment of the applicable fees described in the Order Form, as part of a Subscription, Decision Lens hereby grants to the Customer, solely during the Order Term, a limited, non-exclusive, non-transferable term license (the “License”) to access and use the DL Software, as applicable, as well as any Documentation, solely for its internal business use, within the business or functional unit identified on an Order Form, limited to use within the scope defined on an Order Form and in accordance with the Documentation.. If the Customer elects to have Decision Lens provide DL Hosting, Decision Lens will provide access to the DL Software to Authorized Users. Access means providing a means to use the DL Software where Decision Lens operates and manages the DL Software on behalf of the Customer via the DL Hosting. Any Customer installation of the DL Software is subject to the technical requirements in Decision Len’s then-current Technical and System Security Specifications document, a copy of which can be provided upon request

3.2. The Customer acknowledges and agrees that, as between Decision Lens and the Customer, the DL Software (including any upgrades, updates or any modifications thereto and/or new versions thereof), the Documentation, and all computer programs, related documentation in whatever form, screen displays, images and other information contained therein or related thereto, and all patents, copyrights, trademarks, and other intellectual property rights and other rights with respect thereto, are and shall remain the exclusive property of Decision Lens, and that no rights therein or thereto are granted or otherwise transferred under this Agreement except as expressly set forth herein.

3.3. As specified on an Order Form, the parties may agree during the Term that Decision Lens shall host the DL Software for the benefit of the Customer and/or its Authorized Users within its managed data center environment. The Customer shall provide all reasonable assistance to Decision Lens in provisioning the DL Hosting, including without limitation, providing all information required for setup and any branding materials, if applicable.

3.4. Decision Lens reserves the right to charge an additional fee for add-in modules and for new versions releases or upgrades that contain substantial additional functionality or substantially improved performance. These types of major version releases that include an additional fee will not be mandatory and are optional for the Customer and not considered bug fixes or other modifications or updates to other DL Software that may have been licensed by the Customer.

4. Content; Data.

4.1. License for Customer Data. In the event Decision Lens is hosting the DL Software on behalf of the Customer, Customer grants to Decision Lens a limited, non-exclusive, non-transferable license to store and use the Content to the extent necessary for Decision Lens to perform its obligations hereunder subject to the limitations on use set forth in the applicable provisions of Section 9 below.

4.2. The Customer Content. If, in the process of using the DL Software (whether hosted or not), the Customer, or any Authorized User, uploads, records or otherwise transmits any Content to Decision Lens, then the Customer represents and warrants to Decision Lens that the Customer: is the owner or authorized user of the Content; is solely responsible for the Content; and acknowledges and agrees that Decision Lens neither controls nor guarantees the accuracy, integrity, or quality of the Content. The Customer will not use the DL Software or upload, record or otherwise transmit any Content that: infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; violates any law, statute, ordinance or regulation; is defamatory, trade libelous, threatening, harassing, obscene, harmful, or pornographic; or contains any viruses or other software that is intended to damage or interfere with (or surreptitiously intercept or capture) any system, data or personal information. Because the Customer and any Authorized Users will be in control of the Content displayed online as a part of use of the DL Software, the Customer understands that by using the DL Software that users may be exposed to Content that is improper, offensive or a violation of the law, and therefore under no circumstances will Decision Lens be liable to any person or entity for any alleged damages sustained by the distribution of the Content to any user. Upon termination of this Agreement or expiration of an Order Term where the Order Term was not renewed, Content will be removed from the Decision Lens Website and the Customer may request, prior to the expiration of the final Order Term, to receive their Content in XML file format. Should the Customer or a user authorized by the Customer submit technical support questions or comments to Decision Lens, then the Customer agrees that Decision Lens may edit and post those questions or comments with the response, (without revealing personal information), on Decision Lens's support web site and that all such questions or comments shall remain Decision Lens's property.

5. DL Software Restrictions.

5.1. The Customer and each Authorized User may not access, distribute or use the DL Software or Customer Support except as expressly permitted under this Agreement, or the terms of the Order Form, including the requirements provided by applicable U.S. intellectual property laws and U.S. copyright laws. Except as permitted by this Agreement, any distribution of any portion of the DL Software is expressly prohibited. Furthermore, The Customer and any Authorized User shall not, nor shall they permit others to do any of the following: (a) sell, distribute, transmit, or otherwise provide access or use to any person not authorized by this Agreement; (b) unless agreed to in an Order Form, store any DL Software in any information storage and retrieval system which provides access to persons not authorized by this Agreement or provides concurrent usage by more end users than those authorized by this Agreement; (c) rent, sublicense, lease, or assign any right to use DL Software to any person other than the Customer itself or its Authorized Users; (d) copy, reproduce, create derivative works from, de-compile, disassemble, or otherwise reverse-engineer the DL Software, or in any other way alter, translate, modify, or adapt the DL Software; or (e) make use of the Internet or an Intranet to provide access to the DL Software through any local or wide area networks, timesharing services, multiple site arrangements or other forums which permit multiple

simultaneous access or distribution other than provided by this Agreement. Any access to or use of the DL Software (or any part thereof) or Customer Support by persons or other users who are not authorized by the Customer and this Agreement is specifically prohibited.

5.2. Customer may allow its third party consultants to access and use the DL Software as Authorized Users solely for Customer's internal use permitted hereunder, provided that such third party consultant has signed an agreement with Customer protecting Decision Lens intellectual property with terms no less stringent than these terms and conditions and that Customer ensures that such third party consultant access to and use of the DL Software complies with the terms of this Agreement.

6. Customer Support. During an Order Term, as part of a Subscription to the DL Software, Decision Lens will provide Customer with access to Customer Support for the DL Software. The Customer's access to Customer Support expires at the end of an Order Term. Customer Support is limited to training or facilitation, directly related to use of the DL Software ordered. Customer Support may be provided remotely via telephone or web-based services or, at the request of the Customer, may be provided in person. Travel costs are not included in the fees identified on an Order Form and Customer will be responsible for reimbursing Decision Lens for the costs of any Customer requested travel associated with delivering Customer Support.

7. DL Hosting. This section does not apply to Customers who install the DL Software at a Customer location. During an Order Term, as part of a Subscription to DL Software, Decision Lens will provide the Customer with access to DL Hosting to enable the Customer to access and use the DL Software in accordance with this Agreement: (i) access to a web portal or the website with password protected access to Decision Len's managed data center environment, (ii) Decision Lens will use commercially reasonable efforts to make the DL Software available to the Internet for access by the Customer 99.0% of the available time, excluding any outages on account of or caused by any Customer Downtime, any maintenance updates of the DL Software, or any Force Majeure event. Decision Lens reserves the right to modify the DL Software at any time and agrees to use commercially reasonable efforts to notify Customer of any such modifications to the extent that such modifications affect functionality. Decision Lens will use commercially reasonable efforts to coordinate Scheduled Maintenance during off-hours of the normal workweek. Decision Lens will use reasonable commercial efforts to coordinate with the Customer regarding the scheduling of any emergency maintenance. Decision Lens shall maintain appropriate administrative, physical, and technical safeguards for the protection of the security, confidentiality, and integrity of the Customer's Data. As part of the DL Hosting, Decision Lens will, during the hours of 8:30 a.m. to 5:00 p.m. Eastern Time Zone (EST) on weekdays (exclusive of holidays) make reasonable telephone or email based technical support available to Customer's personnel. When Decision Lens's staff is unavailable, Decision Lens will provide a voice mail and email access that will be checked periodically.

8. Orders; Provisioning; Fees.

8.1. Customer shall pay all fees specified in an Order Form. This Agreement may accommodate multiple Order Forms and each Order Form shall be incorporated into and become a part of this Agreement upon acceptance by Decision Lens. The duration and type of Subscription provided to Customer shall also be identified on the Order Form.

8.2. Unless agreed to otherwise in an Order Form, Decision Lens will issue an invoice for all fees due under this Agreement annually in advance, and upon renewal, the fees shall be due and payable to Decision Lens at least thirty (30) days prior to the anniversary of the Effective Date, in advance. Customer agrees to pay undisputed invoices within 30 days after the date of Decision Lens's invoice, unless otherwise specified in an Order Form.

8.3. Customer agrees to reimburse Decision Lens for its pre-approved travel expenses Customer also agrees to reimburse Decision Lens for any fees or charges incurred due to the cancellation of any travel by customer within 30 days of the agreed upon travel date.

8.4. Reserved.

8.5. Reserved.

9. Confidential Information.

9.1. Confidential Information. The Customer acknowledges that the DL Software, the Documentation, the Customer Support, DL Hosting, and other related data, information or materials relating to the business of providing automated decision making solutions to the complex, enterprise organizations heretofore or hereafter disclosed by Decision Lens to the Customer constitute confidential and valuable trade secret information belonging exclusively to Decision Lens (the “Confidential Information”). Decision Lens acknowledges data which Customer provides Decision Lens and is marked Confidential will be treated as Confidential Information under the terms of this Agreement. Decision Lens may reasonably use Customer’s name and a description of Customer’s use of the DL Software for its investor relations and marketing purposes.

9.2. Obligations. During the Term of this Agreement and thereafter, each Party shall hold the Confidential Information of the other Party in strictest confidence, and shall not disclose it or allow it to be disclosed to any third party without the prior written consent of the other Party. Each Party may use any Confidential Information only as expressly permitted herein. Each Party shall be fully and directly responsible and liable to the other Party for any breach of this Section 9 by its employees, any user authorized by the Customer, or any other third party receiving access to any Confidential Information through or on behalf of such Party and/or its employees.

9.3. Exclusions. “Confidential Information” shall not include information which such Party can document (a) is publicly known through lawful means; (b) was rightfully in the possession of or independently developed by such Party at the time of disclosure thereof by the other Party; (c) is disclosed to such Party without confidential or proprietary restriction by a third party who rightfully possesses the information (without confidential or proprietary restriction) and did not learn of it, directly or indirectly, from the other Party or (d) is required to be disclosed by law, a court order or competent government authority, provided that in such case the receiving Party shall promptly inform the disclosing Party of such requirement and shall cooperate with the disclosing Party to allow such Party to obtain a protective order.

9.4. Reserved.

10. Term and Termination; Effect Upon Termination.

10.1. Reserved.

10.2. Reserved.

10.3. Reserved.

10.4. Reserved.

10.5. Upon expiration or termination of this Agreement for any reason or at the expiration of an Order Term where the Order Term was not renewed, (a) all licenses and rights granted hereunder shall cease; (b) the Customer shall immediately (i) cease (and shall cause its employees and any other user authorized by the Customer to immediately cease) all use of the DL Software, Customer Support, and the Documentation; (ii) remove the DL Software and any and all component parts thereof from any computer or storage device or media in the Customer’s possession or control, including without limitation any magnetic media or paper back-up; and (iii) return to or destroy, at Decision Lens’ sole option and request, all tangible materials and all copies thereof, in whatever media, then in the Customer’s possession or control, containing or embodying any Confidential Information of Decision Lens; and (c) each Party shall take such other actions as the disclosing Party may reasonably request to ensure that no Confidential

Information remains in the receiving Party's or any of its employees' possession or control and shall, at the disclosing Party's request, deliver to the receiving Party a written certificate of compliance with this Section 10.5 which certificate shall be reasonably satisfactory to the disclosing Party; and (d) Reserved.

11. DECISION LENS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, THAT ANY DATA, OUTPUT, SOLUTION OR RECOMMENDATION GENERATED OR IMPLIED FROM THE DL SOFTWARE, CUSTOMER SUPPORT, OR DL HOSTING ARE ACCURATE, MEETS THE NEEDS OF THE CUSTOMER, IS BETTER THAN ANY COMPETING PROPOSALS OR DECISIONS OR IS THE BEST SOLUTION AVAILABLE TO THE CUSTOMER OR WILL ACCURATELY PREDICT OR IDENTIFY ALL POSSIBLE OUTCOMES. THE CUSTOMER ACKNOWLEDGES THE CUSTOMER SUPPORT, DL HOSTING, DL SOFTWARE, AND DOCUMENTATION, AS APPLICABLE, ARE PROVIDED "AS IS" WITH NO WARRANTY WHATSOEVER. DECISION LENS DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, RELATING IN ANY WAY TO THE DL HOSTING, DL SOFTWARE, CUSTOMER SUPPORT, AND DOCUMENTATION, AS APPLICABLE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

11.1. CUSTOMER ACKNOWLEDGES THAT IT IS RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE DL HOSTING. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE DL SOFTWARE AND ANY CUSTOMER SUPPORT OR DL HOSTING ARE TOOLS TO ASSIST IT IN EVALUATING DIFFERENT DECISION OUTCOMES BASED UPON THE SUBJECTIVE BELIEFS AND OPINIONS BY THE CUSTOMER AND ITS AUTHORIZED USERS OF CRITERIA DEVELOPED AND CREATED BY SUCH AUTHORIZED USERS AND/OR THE CUSTOMER. CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE ACCURACY AND ADEQUACY OF ANY OUTPUT FROM THE DL SOFTWARE OR THE INFORMATION CONTAINED IN ANY REPORT, AND FOR ANY RELIANCE THEREON.

12. Indemnification.

12.1. To the extent permitted by federal law, Decision Lens agrees, at its own expense, to defend or at its option to settle, any third party claim, suit or proceeding brought against the Customer, or its directors, officers, agents and employees alleging that the DL Software and/or the Documentation infringes any existing United States copyright, patent, trade mark, service mark or trade secret.

12.2. Decision Lens' obligations under this Section 12 are contingent upon the Customer (i) providing prompt written notice to Decision Lens of any such claim; (ii) allowing Decision Lens to control the defense and any related settlement of any such claim; and (iii) furnishing Decision Lens with reasonable assistance in the defense of any such claim, so long as Decision Lens pays Customer its reasonable out-of-pocket expenses.

12.3. Decision Lens will have no liability to the Customer if any alleged infringement or claim thereof arises from (i) use of the DL Software, the DL Hosting or the Documentation in any manner not contemplated by this Agreement, or (ii) use of other than the most current version of the DL Software or the Documentation as provided by Decision Lens if such alleged infringement would have been prevented by the use of the most current version.

12.4. If Customer's use of the DL Software, the DL Hosting or the Documentation hereunder is, or in Decision Lens' opinion is likely to be, enjoined due to the type of claim specified in this section, then Decision Lens may (i) obtain for the Customer a license permitting the continued use of or access to the DL Software, the DL Hosting and/or the Documentation, (ii) to replace the DL Software, the DL Hosting and/or the Documentation with a non-infringing product or service of substantially equivalent functionality, or (iii) to modify the affected DL Software,

the DL Hosting and/or the Documentation such that it becomes non-infringing while retaining substantially equivalent functionality.

12.5. Reserved.

13. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, BE LIABLE FOR LOST PROFITS OR FOR SPECIAL, INCIDENTAL, ENHANCED OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL DECISION LENS' LIABILITY TO THE CUSTOMER UNDER THIS AGREEMENT FROM ANY CAUSE EXCEED THE AMOUNT OF THE AGGREGATE FEES RECEIVED BY DECISION LENS FROM CUSTOMER FOR THE 12 MONTH PERIOD PRECEDING THE OCCURANCE OF SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

13.1. The parties acknowledge and agree that the disclaimers, exclusion and limitations of liability set forth in this Section form an essential basis of this Agreement, and that, absent any of such disclaimers, exclusions or limitation of liability, the terms of this Agreement, including, without limitation, the economic terms, would be substantially different.

14. Miscellaneous Provisions.

14.1. Notice. All notices relating to this Agreement shall be in writing, signed by the Party giving or making such notice or communication, and shall be delivered by: (a) personal delivery; (b) facsimile transmission; (c) postage-prepaid certified or registered mail, return receipt requested by electronic mail or (d) recognized overnight courier service. Notices shall be sent to the address of the other Party set forth in the SLA, or such other address as either Party may specify in writing in accordance with this Section and shall be deemed given upon personal delivery, three (3) business days after deposit in the mail, one (1) business day if delivered by overnight courier, or upon acknowledgment of facsimile transmission.

14.2. Survival of Certain Provisions. Sections 1, 4, 5, 8, 9, 10, 11, 12, 13 and 14 hereof shall survive termination of this Agreement.

14.3. Assignment. Neither Party may assign or otherwise transfer this Agreement without the other Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party may assign this Agreement without the consent of the other Party if a majority of its outstanding voting capital stock is sold to a third party, or if it sells all or substantially all of its assets or if there is otherwise a change of control. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and permitted assigns.

14.4. Force Majeure. The failure of either Party to perform any obligation otherwise due (other than the obligation to pay any fee) as a result of an event of Force Majeure is excused for so long as said cause exists.

14.5. Reserved.

14.6. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, proposals, and understandings, whether written or oral, between the parties with respect to such subject matter. The terms and conditions of this Agreement shall prevail regardless of any preprinted or conflicting terms on a Customer's Purchase Order. Any preprinted or conflicting terms shall be null and void.

14.7. Severability. If any provision of this Agreement is held to be ineffective, unenforceable or illegal for any reason, such decision shall not affect the validity or enforceability of any or all of the remaining portions thereof.

14.8. **Amendment; Waiver.** No amendment or modification of this Agreement shall be valid or binding upon the parties unless in writing and signed by an officer of each Party. No failure or delay on the part of either Party in the exercise of any right or privilege hereunder shall operate as a waiver thereof of the exercise of any other right or privilege hereunder, nor shall any single or partial exercise of any such right or privilege preclude other or further exercise thereof or of any other right or privilege.

14.9. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile or scanned signatures.

14.10. **Relationship of Parties.** Each of the parties is an independent contractor and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between them. Neither Party will have the power to bind the other or incur obligations on the other's behalf.

Exhibit B

Decision Lens Technical Support for Customer Hosted Subscriptions

This Technical Support for Customer Hosted Subscriptions EXHIBIT B is an exhibit to, and is hereby incorporated into, the Master Subscription Agreement between Decision Lens and Customer and any other terms and conditions incorporated therein (collectively, the "Agreement") and applies only in the event Decision Lens agrees in a mutually executed Order Form to a Customer Hosted Subscription order. This Exhibit B does not apply to any Decision Lens Hosted Subscription.

In the event Customer has ordered a Customer Hosted Subscription and elected to install and maintain the DL Software on its own systems and networks, the Customer shall be responsible for maintaining the DL Software, subject to Decision Lens providing the Technical Support services under this Exhibit, and Customer shall be responsible for protecting any data created, used and/or generated by the DL Software.

1. Updates to DL Software

a. While Customer is in a valid Order Term for a Customer Hosted Subscription, Decision Lens agrees to provide to Customer updates, modifications, corrections, maintenance releases, patches, fixes, and any new versions with minor functionality additions, and further releases that Decision Lens makes generally available to its other commercial customers (an "Update") provided, however, that any Update shall not include any add-in modules or new versions, releases or upgrades that contain substantial additional functionality or substantially improved performance. For a Customer Hosted Subscription, Customer shall install and maintain the DL Software and all Updates on its own systems and/or servers and Customer shall be responsible for promptly applying and deploying any such releases, fixes, updates or upgrades.

b. Decision Lens reserves the right to charge an additional fee for add-in modules and for new versions releases or upgrades that contain substantial additional functionality or substantially improved performance. These types of major version releases that include an additional fee will not be mandatory and are optional for the Customer and not considered bug fixes or other modifications or updates to other DL Software that may have been licensed by the Customer.

c. So long as it has been provided by Decision Lens to Customer, Decision Lens is only required to support the most current major version ("Current Version") of the DL Software. Following release of an Update, the previous release of the DL Software shall remain a Current Version only for a period of six (6) months. In addition to the foregoing, Decision Lens may discontinue support of any product upon one (1) year's prior written notice to Customer.

d. All such version and releases modifications, when delivered, will become part of the DL Software and will otherwise be subject to all of the terms of the Agreement.

2. Telephone Support

Decision Lens will, during the hours of 8:30 a.m. to 5:00 p.m. Eastern Time Zone (EST) on weekdays (exclusive of holidays) make reasonable telephone support available to Customer's personnel. When Decision Lens's staff is unavailable, Decision Lens will provide a voice mail and email access that will be checked periodically. Additional support is also available on a time and materials basis.

3. Delivery

Decision Lens may use physical or electronic forms of delivery to provide these Technical Support Services. At its option, Decision Lens may email to Customer Updates. Decision Lens may also make deliveries on CD-ROM or magnetic media as Decision Lens deems appropriate.

4. On-Site Customer Hosting Technical Support Services

Except as expressly stated in this Agreement or in an Order Form with regard to the installation of the DL Software by Customer at a Customer facility, Customer Hosting Technical Support services do not include on-site service at Customer's locations. Site visits arranged with Decision Lens must be reflected in an Order Form and are chargeable at Decision Lens's then-current rates.

5. Data Back-Up

In the event Customer has elected to install and manage the DL Software on its own systems and servers, it agrees and understands that it alone is responsible for protecting and backing-up the data created, used, stored and/or transmitted in connection with the use of the DL Software, and the parties further understand that Decision Lens shall have no liability whatsoever for any loss of, or failure to recover, such data, or any loss or disruption caused by failure to properly back-up the data and/or the DL Software on a periodic basis.