

DUENDE™ PRIORITY SUPPORT AGREEMENT

This Priority Support Agreement (“*Agreement*”) is a legal agreement between you (either as an individual or a single entity (“*You*”)) and Duende Software, Inc. (“*Licensor*”) for support related to the Duende™ source code, libraries, “online” or electronic documentation, and other materials (the “*Software*”) previously licensed to You under the Software License Agreement.

References to “*You*” herein shall refer to You, and/or the entity on whose behalf You are using the Software, and all individual developer-users of the Software on behalf of such entity.

BY COMPLETING THE REGISTRATION PROCESS AND SUPPORT FEE PAYMENT, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT.

1. SUPPORT.

A. During the term of this Agreement, Licensor agrees (subject to the terms and conditions of this Agreement) to provide the following remote Priority Support for the Software (collectively, the “*Priority Support*”):

- i. An unlimited number of request for support related to a Software Error may be made by You via an email to: priority@duendesoftware.com (each, a “*Request*”);
- ii. All Requests will be initially responded to via e-mail within two Business Days;
- iii. Licensor will use best efforts to resolve all reasonable Requests but makes no guarantee with respect to the length of time required for the final resolution of a Request or that all Requests can be finally resolved;
- iv. Up to the number of times during the Term of this Agreement paid for in conjunction with purchasing Priority Support, You may request one-on-one support via remote conferencing software with Licensor’s personnel to resolve a Request (each, an “*Incident*”);
- v. Additional Incidents may be purchased during the Term of this Agreement at Licensor’s then-in-effect pricing; and
- vi. If the Incident was caused by a Software Error, as determined by Licensor in its sole discretion, You will not be deemed to have used an Incident.

As used herein, “*Business Day*” means Monday through Friday, excluding weekends and U.S. federal public holidays.

As used herein, “*Software Error*” means any material, reproducible vulnerability or failure of the Software to operate in all material respects in accordance with the then-current documentation, provided that such vulnerability or failure is not due to: (1) any negligent, improper, or other use by You inconsistent with the then-current documentation of the Software; (2) any use by You of third-party software; (3) Your IT infrastructure; or (4) Your use of Software inconsistent with Paragraph B below.

- B. Priority Support extend only to the Software free of any additions or modifications that have not been made by Licensor or its agents, or approved by Licensor in writing. Further, Priority Support extends only to the most-current version and immediately prior version of the Software as used on or in the hardware, platforms and operating environment(s) designated by Licensor for use with the Software.
- C. Licensor reserves the right to employ subcontractors in order to carry out any Priority Support under this Agreement.

2. NO PROFESSIONAL SERVICES. The Priority Support do not include the following and Licensor shall have no responsibility or liability for: (i) addressing errors, defects, or damage in or to the Software resulting from causes other than those arising in the ordinary use of the Software, or from the use of third-party software, firmware or data, or from the use of hardware not meeting Licensor’s minimum recommended configuration; (ii) providing hardware-related services; (iii) providing training to your personnel; or (iv) developing or otherwise providing You with additional features, functionality, or customizations to the Software. The services described in this Paragraph 3 may be made available to You under a separate services agreement, subject to availability and Licensor’s then-in-effect pricing.

3. COOPERATION. You agree to fully cooperate with Licensor in the performance of the Priority Support, including by providing Licensor with such timely, accurate and complete information and reasonable access to your personnel and facilities as Licensor may reasonably require or request. To the extent You delay or fail to satisfy the foregoing, Licensor shall be relieved of its obligations under this Agreement.

4. NO WARRANTY; LIMITAITON OF LIABILITY. **The Priority Support do not extend or modify any warranty for the Software contained in, or in any way alter the other provisions of, the Software License Agreement. Licensor does not guarantee that all Requests will be solved if the issue cannot be reproduced, nor that the provided remedy will be error free. Under no circumstances will Licensor be liable for any consequential, special, indirect, incidental or punitive damages whatsoever arising out of the Priority Support, even if Licensor has been advised of the possibility of such damages, and notwithstanding any failure of essential purpose of any**

provided remedy. In no event will Licensor's aggregate liability for damages arising out of this Agreement or its terms exceed the amount paid by you for the Priority Support.

5. OWNERSHIP. You acknowledge and agree that the Priority Support, all updates, patches, bug fixes, modifications, enhancements, new versions, and all other results of the Priority Support, and all work product and deliverables thereof (collectively, the "*Licensor Materials*"), are the sole and exclusive property of Licensor, including all worldwide intellectual property rights embodied in, related to, or represented by, the Licensor Materials, regardless of whether You or your employees, agents or contractors may have contributed to the conception of the work, joined in the effort of its development, or paid Licensor for use of the Licensor Materials.

6. CONFIDENTIALITY. Neither Licensor or You will, without the other's written consent, disclose to any third party any information concerning the business or method of working of the other party which may be revealed to it during the term of this Agreement or otherwise, except as required by law, or to the extent that such information may become public knowledge or may be acquired or generated by either party independently from the other otherwise than by reason of a breach of this Paragraph 7.

7. TERM AND TERMINATION. **This Agreement will remain in effect for 12 months from the date You paid the Priority Support fee.** However, the Agreement and your rights and our obligations hereunder will terminate immediately upon your breach of the Agreement. Following any termination of this Agreement, no refunds will be granted, in whole or in part. The terms of this Agreement that expressly are to, or by implication ought to, survive, will survive this Agreement.

8. GOVERNING LAW; VENUE. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, USA, excluding its law on conflict of laws. You hereby consent to submit to personal jurisdiction and venue exclusively in the Federal and state courts of the State of New York, USA.

9. GENERAL PROVISIONS.

A. This Agreement contains the entire agreement between You and Licensor, supersedes any other agreement (except the Software License Agreement) or discussions, oral and written, concerning the subject matter hereof, and may not be modified or amended except by a written amendment signed by both parties.

B. If any provision of this Agreement is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality, or unenforceability, and shall not in any manner affect the

remaining provisions hereof in such jurisdiction or render any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

- C. You may not assign this Agreement without prior written consent of Licensor.
- D. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any force majeure event, such as an act of God, or any government or any governmental body, acts of the common enemy, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the reasonable control of such party.