DNN® CORP.

SOFTWARE LICENSE AND SERVICE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AND SERVICE AGREEMENT CAREFULLY BEFORE PURCHASING OR USING DNN® CORP. COMMERCIAL SOFTWARE AND SERVICES. BY PURCHASING OR USING DNN® CORP. COMMERCIAL PRODUCTS OR SERVICES, YOU SIGNIFY YOUR ASSENT TO THIS AGREEMENT. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, THEN YOU REPRESENT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, DO NOT DOWNLOAD, PURCHASE OR USE THE SOFTWARE AND SERVICES. DO NOT DOWNLOAD, PURCHASE OR USE DNN® CORP. COMMERCIAL PRODUCTS OR SERVICES IF YOU DO NOT ACCEPT THE TERMS IN THIS AGREEMENT.

This Software License and Service Agreement, including all schedules and appendices hereto (the "Agreement"), is between DNN® CORP. ("DNNCORP"), a Delaware corporation located at 155 Bovet Road, Suite 201, San Mateo, California 94402 USA, and the purchaser or user of DNNCORP's commercial software and services, either an individual or an entity on whose behalf an authorized individual is agreeing to this Agreement ("LICENSEE"). The Effective Date of this Agreement is the earlier of the date that LICENSEE downloads the Software or receives Services.

1.0 Definitions.

1.1 "**Development Environment**" means a non-fee-bearing Instance residing on a physical computer that is used for development purposes and by one developer only.

1.2 "**DNN Platform**" means DNNCORP's non-commercial open source platform.

1.3 "**Environment(s)**" means collectively the Production Environment, Development Environment, and Non-Production Environment.

1.4 "**Instance**" means a discrete copy of DNN Corp Software, as defined on or paired with an underlying web server site instance (e.g. Microsoft Internet Information Services – IIS, Apache, etc.), written to and operating with its own discrete and dedicated system memory.

1.5 "**Instance Restriction**" means each Instance can be used for one root domain only (i.e. the domain name registered together with a TLD extension). However each root domain can have up to five subdomains (i.e. the third level domain name that is paired with the root domain). Licensee can have unlimited subfolders within the Instance Restriction and can redirect an unlimited amount of sites to domains within the Instance Restriction.

1.6 "**Licensed Instance**" means an Instance for which LICENSEE has purchased a license and subject to the Instance Restriction.

1.7 "**Non-Production Environment**" means a fee-bearing Instance that is used for testing, quality assurance (QA), user acceptance testing (UAT), staging or equivalent usage.

1.8 "**Order Form**" means DNNCORP's Sales Order Form or LICENSEE's purchase order form in the event that LICENSEE will not execute DNNCORP's Sales Order Form and subject to DNNCORP's acceptance of the terms therein.

1.9 "**Perpetual License(s)**" means the fee bearing right to perpetual use of the Software as defined in the Order Form and subject to the rights and restrictions outlined in Section 3 of this Agreement.

1.10 "**Production Environment**" means a fee-bearing Instance that is used for the live environment, including but not limited to Instances for high availability, failover and Instances for a web farm.

1.11 "**Services**" means Support Services and Software purchased under this Agreement.

1.12 "**Software**" means DNNCORP's Evoq™ software or other commercial software programs branded by DNNCORP or its affiliates, including all modifications, additions or further developments thereto delivered by DNNCORP in either source code or object code version, that are provided to LICENSEE pursuant to the terms of this Agreement and the Order Form and for

which fees for Subscription License(s) or Perpetual License(s) have been paid but excluding any Third-Party Software that may be contained or embedded therein or distributed therewith.

1.13 "**Subscription License(s)**" means fee-bearing subscriptions to the Software for the level of Support Services purchased for the Software for a period of time as defined in the Order Form and subject to the rights and restrictions outlined in Section 3.0 of this Agreement.

1.14 "**Support Services**" is the collection of services and technology related to software delivery, problem reporting, updates and upgrades, management and provisioning for systems running Software as defined in Appendix 1 of this Agreement. Support Services for Subscription License(s) are both non-fee-bearing and fee-bearing depending on level of service required. Support Services for Perpetual License(s) are always fee-bearing

1.15 "**Taxes**" means any form of taxation, levy, duty, customs fee, charge, contribution or impost of whatever nature and by whatever authority imposed (including without limitation any fine, penalty, surcharge or interest), excluding, however, any taxes based solely on the net income of DNNCORP.

1.16 "**Third-Party Software**" means certain software that DNNCORP licenses from third parties and distributes as a part of or together with the Software.

2.0 Payment

2.1 **Fees and Expenses.** Fees for the Services, (the "**Fees**") are stated in United States Dollars, are non-refundable and non-cancelable and must be paid in United States Dollars pursuant to the terms of an executed Order Form. Fees are exclusive of out-of-pocket expenses. LICENSEE will reimburse DNNCORP for pre-approved, reasonable expenses incurred in connection with the performance of Services involving travel. Additional Services can be purchased during the term of this Agreement at the prevailing price for Services at the time of purchase. Any renewal of this Agreement will be at the prevailing price for Services at the time of renewal. If the LICENSEE has purchased a Perpetual License, reinstatement of any Support Services after termination or expiration of the Agreement will require Licensee to pay some or all missed fees from the time of termination or expiration to the time of reinstatement.

2.2 **Invoices.** DNNCORP will invoice LICENSEE for the Fees at the time of execution of this Agreement and upon the submission of any future Order Form. LICENSEE will make payment within the terms stated on the Order Form. DNNCORP reserves the right to suspend or cancel performance of all or part of the Services and/or change its credit terms, if any granted, if actual payment has not been received within the terms stated on the Order Form.

2.3 **Taxes.** All Fees are exclusive of any Taxes. LICENSEE will pay to DNNCORP an amount equal to any Taxes arising from or relating to this Agreement, including without limitation, sales, service, use or value added taxes, which are paid by or are payable by DNNCORP. If LICENSEE is required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to DNNCORP, then the sum payable to DNNCORP will be increased by the amount necessary so that DNNCORP receives an amount equal to the sum it would have received had LICENSEE made no withholdings or deductions.

3.0 License and Ownership

3.1 **Grant to LICENSEE.** Subject to LICENSEE's payment of the Fees and compliance with the terms of this Agreement, DNNCORP grants LICENSEE:

3.1.1 For a Subscription License(s), the right to receive Support Services and the non-exclusive, non-transferable, non-sublicensable right to use the Software for the number of Licensed Instances for the term and the Environment specified in an executed Order Form. The licenses granted in this Section 3.1.1 for the right to

receive the Support Services, use the Software, and the warranties, indemnification and obligations specified in this Agreement, will terminate upon termination or expiration of this Agreement.

3.1.2   For Perpetual License(s), the right to receive Support Services as long as LICENSEE remains a compliant subscriber of Support Services and a perpetual, non-exclusive, non-transferable, non-sub-licensable right to use the Software for the number of Licensed Instances in the Environment specified in an executed Order Form. The right to receive warranties and indemnification obligations will continue so long as LICENSEE remains a compliant subscriber of Support Services;

3.2   Third-Party Software. The Third-Party Software is subject to various other terms and conditions imposed by the licensors of the Third-Party Software. Such terms are set forth in the license folders distributed as a part of the Software. LICENSEE's use of the Third-Party Software is subject to and governed by these respective licenses and terms except that this Section 3.2 and Sections 6.0 and 8.2 of this Agreement also govern LICENSEE's use of the Third-Party Software. LICENSEE agrees to comply with such terms and conditions with respect to the applicable Third-Party Software.

3.3   Restrictions.
3.3.1   **General**. LICENSEE shall not, and shall not permit any third party to, 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 or for the LICENSEE including any Forked version of the 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) reverse engineer, decompile or modify any encrypted or encoded portion of the Software without prior written authorization from DNNCORP; (v) use or run on any of LICENSEE's hardware, or have deployed for use, any copy or version of the DNN Platform; or (vi) deploy the Software in contravention of the Instance Restriction.

3.3.2   **Forking Prohibition**. Except as expressly provided in this Agreement, LICENSEE will not fork any version of, or offer or promote any forked version of, any software product released by DNNCORP, including without limitation the DNN Platform. "Forking" means to bifurcate the source code for a DNNCORP product into a separately maintained source code repository so that development performed on the original code requires manual work to be transferred to the forked software or so that the forked software starts to have features not present in the original software.

3.3.3   **Non-Production Environment Restriction**. Non-Production Instances cannot be used in a Production Environment.

3.3.4   **Development Environment Restriction**. Development Instances cannot be used in a Production Environment or Non-Production Environment. LICENSEE needs to have a current Subscription License or be a compliant subscriber of Support Services with a Perpetual License in order to qualify for a Development Instance.

3.4   Assistance. LICENSEE will provide DNNCORP access to the Licensed Instances and other of LICENSEE's information, systems, and software as reasonably requested by DNNCORP to enable DNNCORP to provide the Support Services. LICENSEE understands and agrees that the completeness and accuracy of and extent of access provided to DNNCORP may affect DNNCORP's ability to provide Support Services. LICENSEE will obtain any third party consents as necessary to grant DNNCORP such access that is subject to proprietary rights of, or controlled by, any third party. LICENSEE may, for legitimate security concerns, deny DNNCORP certain access to certain LICENSEE information and the Licensed Instances, provided, however,

that DNNCORP shall be relieved from performing Support Services which reasonably require such access.

3.5 **Proprietary Rights.** DNNCORP and its licensors own all right, title, and interest to the Software provided to LICENSEE, including all portions, copies, derivatives or modifications thereof.

3.6 **Marks.** No right or license, express or implied, is granted hereunder for the use of any of DNNCORP's or DNNCORP affiliate's trade names, service marks or trademarks. Notwithstanding the above, DNNCORP may use LICENSEE's name and logo, consistent with LICENSEE's trademark policies, on customer lists so long as such use in no way promotes either endorsement or approval of DNNCORP or any DNNCORP products or services.

3.7 **Publicity**. 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 herein. LICENSEE agrees to make representatives available, subject to their availability and only on an occasional basis, to serve as a non-public reference to prospective DNNCORP customers to discuss LICENSEE's experience working with DNNCORP and to work with DNNCORP in developing and publishing case studies and press releases that describe LICENSEE's use of the Software.

4.0 Reporting

4.1 **Non-Circumvention**. LICENSEE will not in any way modify or prevent the operation of any methods used within the Software to verify that its usage is licensed. Such methods may use and transmit information about the Licensed Instances to DNNCORP. Any information transmitted pursuant to this Section will be used for the purpose of providing Services and will not be provided to any third-parties.

4.2 **Notification and Audit Rights**. LICENSEE will promptly notify DNNCORP if the number of Instances subject to the Instance Restriction exceeds the number of Licensed Instances for which LICENSEE has paid the applicable Fee. The Notice will include the number of additional Instances and the date(s) on which such additional Instances were put into use. DNNCORP will invoice LICENSEE for the additional Instances and LICENSEE will pay the additional Fees. DNNCORP may audit LICENSEE's use of the Software, including but not limited to the number of Licensed Instances in use, to ensure that LICENSEE has made all the payments required under this Agreement. DNNCORP shall give LICENSEE reasonable prior notice of any such audit and conduct such audit during regular business hours. DNNCORP shall conduct the audit at its own expense unless LICENSEE is found to have materially underpaid amounts due under this Agreement (as reasonably determined by DNNCORP), in which case LICENSEE shall pay the cost of the audit. In any event, LICENSEE shall pay the amount of any underpayment within thirty (30) days after the completion of the audit.

5.0 Term and Termination

5.1 **Term.** Unless specified otherwise in the Order Form and so long as LICENSEE is compliant with all payment obligations, the initial term of this Agreement begins on the Effective Date and continues for a period defined in the Order Form. Thereafter, the term for Services will renew for successive terms as defined in the Order Form and for the scope of use currently licensed unless a different term and scope is agreed to by the parties at the time of renewal, or unless either party gives written notice to the other party of its intention not to renew at least thirty (30) days before commencement of the next term. Unless LICENSEE has been granted a right to use the Software pursuant to Section 3.1.2, then LICENSEE's right to continued use of the

Software in any Environment also terminates upon termination of this Agreement.

5.2 Termination. If LICENSEE or DNNCORP materially breaches the terms of this Agreement, and such breach is not cured or remedied within thirty (30) days after written notice of the breach is given to the breaching party, then the other party, by giving written notice of termination to the breaching party, may terminate this Agreement; provided, however, that no cure period will be required for a breach of Section 7.0 hereof. Without prejudice to any other right or remedy of DNNCORP, in the event either party terminates this Agreement, LICENSEE will pay DNNCORP for all Services and approved expenses provided up to the effective date of termination.

5.3 Effect of Termination. If this Agreement is terminated for any reason, Sections 1.0, 2.0, 3.2, 3.3, 3.5, 3.6, 3.7, 4.0, 5.0, 6.0, 7.0, 8.0, 10.0, and 11.0 of this Agreement will survive such termination.

6.0 Limitation of Liability and Disclaimer of Damages

6.1 Limitation of Liability. FOR ALL EVENTS AND CIRCUMSTANCES, DNNCORP AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNT THAT LICENSEE PAID TO DNNCORP UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.

6.2 Disclaimer of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL DNNCORP OR ITS AFFILIATES BE LIABLE TO LICENSEE OR ITS AFFILIATES FOR: ANY CLAIM BASED UPON A THIRD PARTY CLAIM; ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF DNNCORP OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Confidentiality

LICENSEE agrees to maintain the confidentiality of DNNCORP's pricing and product roadmap. In addition, both parties agree to maintain the confidentiality of proprietary information received from the other party and marked confidential for a period of two (2) years after the termination of this Agreement. This section shall not apply to any publicly available or independently developed information.

8.0 Representations and Warranties

8.1 General Representations and Warranties. DNNCORP represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner by qualified personnel and (b) it has the authority to enter into this Agreement with LICENSEE.

8.2 Disclaimer of Warranty. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8.0, THE SERVICES AND THIRD-PARTY SOFTWARE ARE PROVIDED "**AS IS**" AND WITHOUT

WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES IN THIS SECTION 8.0 ARE THE SOLE AND EXCLUSIVE WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DNNCORP, ITS AFFILIATES, DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN. DNNCORP DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE SERVICES OR THIRD-PARTY SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

9.0   Indemnification

9.1   Defense. If a third party claims that LICENSEE's use of the Software infringes any United States patent, copyright, trademark or trade secret, LICENSEE must promptly notify DNNCORP in writing. DNNCORP shall defend LICENSEE against such claim if LICENSEE reasonably cooperates with DNNCORP and allows DNNCORP to control the defense and all related settlement negotiations, and subject to the foregoing, DNNCORP shall indemnify LICENSEE from and against any damages finally awarded for such infringement or settlements entered into by DNNCORP on LICENSEE's behalf but subject to the limits outlined in Section 6.1.

9.2   Injunctive Relief. If an injunction is sought or obtained against LICENSEE's use of the Software as a result of a third party infringement claim, DNNCORP may, at its sole option and expense, (i) procure for LICENSEE 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 Fees received from LICENSEE during the twelve (12) months prior to the injunction being obtained.

9.3   Disclaimer of Liability. DNNCORP 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, modification or combination of the applicable Software with non-DNNCORP programs, data, equipment or documentation if such infringement would have been avoided but for such use, operation, modification or combination; or (iii) use of Third Party Software. The foregoing constitutes the entire liability of DNNCORP, and LICENSEE's sole and exclusive remedy with respect to any third party claims of infringement of intellectual property rights.

10.0 Governing Law/Consent to Jurisdiction

The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the United States and of the State of California without giving effect to the conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of the state or federal courts of competent jurisdiction located in San Jose, Santa Clara County, California, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state laws or regulations are enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.

11.0 Miscellaneous

11.1 Notices. Notices must be in English, in writing, and will be deemed given when delivered by hand or five (5) days after being sent to the respective addresses indicated on the first page hereof or to the facsimile numbers set forth below, using a method that provides for positive confirmation of delivery; provided that any notice from LICENSEE to DNNCORP includes a copy sent to: DNN Corp., Attention: General Counsel, 155 Bovet Road, Suite 201, San Mateo, California 94402 USA ; Facsimile: (650) 288-3190.

11.2 Assignment. This Agreement is binding on the parties to this Agreement, and nothing in this Agreement confers upon any other person or entity any right, benefit or remedies of any nature whatsoever, save for the parties' affiliates as expressly provided in this Agreement. This Agreement is assignable by either party only with the other party's prior written consent, which will not be unreasonably withheld. Notwithstanding the foregoing, DNNCORP may assign this Agreement to its affiliate, subsidiary or pursuant to a merger or a sale of all or substantially all of such party's assets or stock upon written notice and without the prior approval of LICENSEE.

11.3 Subcontracting. DNNCORP may subcontract Services under this Agreement to third parties or affiliates without the prior approval of LICENSEE; provided, however, that (a) subcontractors must agree to keep any proprietary information received from DNNCORP or LICENSEE confidential, and (b) DNNCORP remains responsible to LICENSEE for the performance of its obligations hereunder. LICENSEE acknowledges and agrees that to provide the Services, it may be necessary for information regarding Licensed Instances and other of LICENSEE's information, systems, and software outlined pursuant to Section 3.4 to be transferred between DNNCORP, its affiliates, and/or subcontractors.

11.4 Independent Contractor. DNNCORP is an independent contractor and nothing in this Agreement will be construed to create an employee relationship between LICENSEE (or any LICENSEE personnel) and DNNCORP (or any DNNCORP personnel). Each party will be solely responsible for payment of its personnel including applicable taxes, deductions and other payments and benefits.

11.5 Force Majeure. Except with respect to the payment of Fees owing under this Agreement, neither party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control.

11.6 Non-solicitation. LICENSEE agrees not to solicit or hire any personnel of DNNCORP with whom LICENSEE has had contact in connection with this Agreement; provided that LICENSEE may hire an individual employed by DNNCORP who, without other solicitation, responds to advertisements or solicitations aimed at the general public.

11.7 Export Responsibilities. DNNCORP may supply LICENSEE with technical data that may be subject to export control restrictions. DNNCORP will not be responsible for compliance by LICENSEE with applicable export obligations or requirements for such technical data. LICENSEE agrees to comply with all applicable export control restrictions. In the event that LICENSEE breaches this Section 11.7, DNNCORP may terminate this Agreement and its obligations hereunder without liability to LICENSEE.

11.8 Dispute Resolution. If LICENSEE is not satisfied with the Services provided by DNNCORP, LICENSEE agrees to give DNNCORP a written description of the problem(s) and to make a good faith effort to amicably resolve the problem with DNNCORP before commencing any proceeding. DNNCORP also agrees to make a good faith effort to amicably resolve any problem with LICENSEE before commencing any proceeding. No claim or 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 elapsed.

11.9   Severability. If any provision of this Agreement is held invalid or unenforceable for any reason but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement; provided, however, that if Sections 2.0, 6.0 and 8.0 cannot be modified to be valid and enforceable, this Agreement will be deemed invalid in its entirety.

11.10   Waiver. The delay or failure of either party to exercise any rights hereunder will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the party against whom such waiver is sought to be enforced.

11.11   Complete Agreement. This Agreement, including all schedules, exhibits and appendices hereto, constitutes the exclusive terms and conditions with respect to the subject matter hereof and expressly supersede and take precedent over any different, conflicting or additional terms that may be contained in the form of purchase order or other document used by LICENSEE to place orders or otherwise effect transactions hereunder. This Agreement represents the final, complete and exclusive statement of the agreement between the parties with respect to subject matter hereof and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter hereof are merged therein.

11.12   Amendment. This Agreement may not be amended, supplemented or modified except by a written instrument signed by both parties.

11.13   Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT.

Appendix 1

SUPPORT SERVICES ADDENDUM TO
STANDARD TERMS AND CONDITIONS OF
DNN® CORP. SOFTWARE LICENSE AND SERVICE AGREEMENT

1. **Definitions.**

    "Error" means either (a) a failure of the Software to perform according to its specifications, 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 first 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 any number to the right of the first decimal in the version number.

    "Supported Version(s)" means the current release of Software and the immediately preceding version of the Software for a period of twelve (12) months after it is first superseded.

    "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 LICENSEE.

    "Upgrade" means a revision of the Software released by DNNCORP 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 Fee.

2. **Product Support.**

    Support Services includes all Major Releases and Maintenance Releases for Supported Versions. The response time for the support depends on the service level purchased by the LICENSEE. Support Services do not include developer assistance, which might include, but is not limited to, LICENSEE's customizations of the Software or LICENSEE's integrations of the Software with LICENSEE-developed or third-party developed software. Support Services does not include support for Software that is not a Supported Version. DNNCORP will assist LICENSEE in upgrading to a Supported Version and this may necessitate DNNCORP charging LICENSEE a separate Fee depending on the level of Support Services to which LICENSEE is currently subscribed.

3. **Service Levels.**

Standard Support for EVOQ Content Basic, EVOQ Content & EVOQ Engage Licenses

Initial Response	One Business Day
Support Availability	9 a.m. - 5 p.m. U.S. Pacific Time Zone (PST) Mon. – Fri. except U.S. public holidays
Incident Reporting and Response	Web-based Support Ticket system
Cost	**For Subscription Licenses**: No extra fee. Cost is included with Subscription License Fee. **For Perpetual Licenses**: A separate fee is charged.

Elite Support for EVOQ Content & EVOQ Engage Licenses

Initial Response	Two Business Hours
Support Availability	6 a.m. - 6 p.m. U.S. Pacific Time Zone (PST) Mon. – Fri. except U.S. public holidays
Incident Reporting and Response	Web-based Support Ticket system and Telephone Support
Cost	**For Subscription Licenses**: No extra fee. Cost is included with Subscription License Fee.

4. **Updates**. DNNCORP 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, LICENSEE 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.

5. **Maintenance Releases and Upgrades**. During the term of this Agreement, DNNCORP shall make Maintenance Releases and Upgrades available to LICENSEE if, as and when DNNCORP 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 for which an incremental Fee is applicable, DNNCORP's opinion will prevail, provided that if DNNCORP deems the product offering to be a new product or feature it will adopt this determination for all its end user customers generally and not for LICENSEE alone.

6. **Conditions for Providing Support**. DNNCORP's obligation to provide Support Services is conditioned upon the following: (a) LICENSEE makes reasonable efforts to correct the Error after consulting with DNNCORP; (b) LICENSEE provides DNNCORP with sufficient information and resources to correct the Error either at DNNCORP's Customer Support Center or via remote access to LICENSEE's site, as well as access to the personnel, hardware, and any additional software involved in discovering the Error; (c) LICENSEE promptly installs all Maintenance Releases; and (d) LICENSEE procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Software. DNNCORP shall have no obligation to support or maintain any version of the Software except for Supported Versions.

7. **Access to Source Code**. Subscribers to Elite Support may receive, upon written request, a copy of the source code of EVOQ Content ("Source Code Version(s)"). Source Code Version is not available if the Elite Support subscription has lapsed or if LICENSEE has not complied with the terms of this Agreement. Source Code Version(s) distributed hereunder may be modified by LICENSEE for use in its Environments, but may not be distributed to any third party for any purpose other than a third party providing services to LICENSEE with regards to the Software. Any Support Services provided by DNNCORP hereunder shall be rendered on the non-modified portions of the Software only and LICENSEE acknowledges and agrees that any modification of the Software as a result of access to the Source Code Version may render it impossible for DNNCORP to provide full Support Services.

8. **Technical Support Contacts**. DNNCORP will provide email support for one (1) designated contact who will develop, maintain or support LICENSEE's applications that use the Software ("Technical Support Contact"). LICENSEE may modify its designated Technical Support Contact at any time during which LICENSEE is authorized to receive Support Services. The Technical Support Contact will be the only interface to the DNNCORP Customer Support Center. In an emergency and on an exception basis, a DNNCORP Customer Support Engineer will begin working on an Error for an employee of LICENSEE who is not the Technical Support Contact subject to later verification and involvement of the named Technical Support Contact.

9. **Customer Success Network.** Subject to the terms of this Agreement, LICENSEE will be entitled to access Customer Success Network via Web interface. All electronic Services will be provided to the LICENSEE through Customer Success Network. All support incidents must be reported through Customer Success Network.

    Communications between support staff and customers is handled primarily through Customer Success Network. On occasion, by mutual consent, telephone, VOIP or instant messaging communications may be used to expedite resolution of a problem. The parties will follow up such communications via logging into Customer Success Network. For tracking and recording purposes, each party is responsible for funding the cost of any such communication at their own locations.

    While problems may be recorded at any time via the Customer Success Network, response times will be in line with the Service Levels stated for each service type (e.g., for tickets submitted overnight U.S. time, the clock will not start ticking until the next working day in the U.S.).

10. **Exclusions from Support Services**. DNNCORP is not obligated to provide Support Services in the following situations: (a) the Software has been changed, modified or damaged (except if under the direct supervision of DNNCORP); (b) the Error is caused by LICENSEE's negligence, hardware malfunction or other causes beyond the reasonable control of DNNCORP; (c) the Error is caused by third party software not licensed through DNNCORP; (d) LICENSEE has not installed and implemented Maintenance Release(s) so that the Software is not a Supported Version; or (e) LICENSEE has not paid the Fees for the Subscription License(s) when due.

11. **Termination of Support Services**. DNNCORP reserves the right to discontinue the Support Services should DNNCORP, in its sole discretion, determine that continued support for any Software is no longer economically practicable. DNNCORP will give LICENSEE at least three (3) months prior written notice of any such discontinuance of Support Services. In the case of a Subscription License affected by such discontinuance DNNCORP will refund any unaccrued Elite Support Fees LICENSEE may have prepaid with respect to the affected Software and in the case of a Perpetual License DNNCORP will refund all unaccrued Support Services Fees. DNNCORP reserves the right to suspend performance of the Support Services if LICENSEE fails to pay any amount that is payable to DNNCORP under the Agreement within thirty (30) days after such amount becomes due.