

INSIGHT

**CORE SECURITY TECHNOLOGIES END-USER LICENSE AGREEMENT**

**TERMS AND CONDITIONS**

This INSIGHT CORE SECURITY TECHNOLOGIES END-USER LICENSE AGREEMENT (the "Agreement") is entered between Core Security Technologies ("Core") with offices at 41 Farnsworth Street, Boston, Massachusetts 02210 THE Company indicated on the applicable Core Quotation ("Licensee"). For and in consideration of the terms and conditions herein, Core and Licensee agree as follows:

**1. SCOPE OF AGREEMENT**

Core develops, markets and licenses certain "INSIGHT" software programs (the "Software Programs") and provides certain computer equipment (the "Appliance") on which such Software Programs are embedded and installed. Core also licenses single or multiple instances of such Software Programs, which may be installed and used by Licensee on a server or multiple servers, which Licensee has obtained from a third party.

Core also provides certain maintenance and support services (the "Support Services") with respect to the Software Programs and the Appliance.

Core and Licensee desire that Licensee, from time to time, license the Software Programs and, if applicable, purchase the Appliance and purchase Support Services from Core pursuant to the terms and conditions of this Agreement.

Licensee may license the Software Programs on a perpetual basis and separately purchase Support Services, or Licensee may license the Software Programs on a subscription basis for a designated subscription term with Support Services included in such Software Programs license fees.

The Software Programs, type of license (perpetual or subscription), Appliance(s) and Support Services are set forth in each quotation (the "Core Quotation") issued by Core to Licensee.

**2. TERM AND TERMINATION**

**2.1 Term**

The initial term of this Agreement shall commence on the Effective Date and continue for thirty-six (36) months, unless terminated as provided herein. Upon the expiration of the initial term, this Agreement shall automatically extend for additional terms of twelve (12) months each, unless one party provides the other party with written notice of non-renewal not less than thirty (30) days prior to the expiration of the then current term.

**2.2 Termination**

Either party may terminate this Agreement upon thirty (30) days prior written notice in the event of a material breach by the other party of any term and condition of this Agreement and a failure to cure such breach.

In the event of any such expiration or termination of the Agreement, no refund of a perpetual Software Programs' license fee or Appliance purchase price shall be due and owing to Licensee. Any expiration or termination of this Agreement shall not modify any rights or obligations of a party hereto which arose prior to such expiration or termination.

**3. LICENSE OF SOFTWARE PROGRAMS**

**3.1 License Grant**

Subject to the terms and conditions of this Agreement, including the payment of license fees, Core grants to Licensee a non-exclusive, nontransferable, perpetual or subscription license (as set forth in the Core Quotation) commencing on Delivery to execute and run the Software Programs, in object code form only, solely for internal business purposes and not for any commercial purposes. Licensee acknowledges that the Software Programs have been designed and are intended to be used

solely and exclusively for the purpose of testing the security of the Licensee's computer network and/or systems. Licensee hereby expressly warrants, represents and covenants that (i) it is authorized to access such computer network and/or systems and any and all data contained therein; and (ii) it is authorized to perform such security testing. Licensee warrants, represents, and covenants that it shall not use the Software Programs for any illegal purposes or for any purpose other than as expressly set forth in this Agreement. Licensee shall indemnify and hold harmless Core from any breach of the terms and conditions of this Agreement. Only the Licensee shall have the right to use such Software Programs.

### 3.2 Assets

The Software Programs may only be used to test the number and type of assets authorized and designated by Core to be tested in the Core Quotation (the "Assets"). Such Assets may be tested concurrently. Core may modify, from time to time, the definition of an Asset. Licensee may order and license from Core additional Assets at the fees and pursuant to the terms and conditions of this Agreement.

### 3.3 Restrictions on Use

Licensee acknowledges that the Software Programs and their structure, organization, and source code constitute trade secrets of Core and its suppliers. Except as expressly permitted, Licensee shall not, and shall not permit any third party, to (i) modify, adapt, alter, translate, or create derivative works from the Software Programs; (ii) merge the Software Programs with other software; (iii) sublicense, export, sell, provide for service bureau use, lease, rent, loan, distribute, or otherwise transfer the Software Programs to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software Programs; (v) remove or alter any copyright notices or other notices included in the Software Programs; (vi) otherwise use or copy the Software Programs except as expressly permitted; or (vii) use the Software Programs for any illegal activity or malicious attack. Without limiting the foregoing, the restrictions on use of the Software Programs set forth in this Section shall apply to any third-party software licensed to Core by third parties and included with the Software Programs. For purposes of this

Section, the term "use" shall mean the right to run, execute and display the Software Programs in executable form only.

### 3.4 Third-Party Software

The Software Programs are accompanied by third-party software that is licensed under its own terms. A list of this third-party software shall be as set forth in Core's then current applicable documentation. Licensee agrees to comply with the terms of these third-party licenses. Such third-party software may include certain "open source" software.

Such third-party scanner software shall be as set forth in the Core Quotation issued by Core and set forth the applicable Quotation. Fees with respect to such third-party scanner software shall be as set forth in such Core Quotation.

### 3.5 VMware License

In the event that Core provides Licensee with an instance or multiple instances of the Software Programs, Licensee shall be solely responsible for obtaining and complying with any licenses necessary to operate and use such instances, including but not limited to VMware programs. Licensee shall not copy or reproduce the Software Programs without the express written permission of Core.

## **4. SOFTWARE PROGRAMS LICENSE FEES, APPLIANCE PRICES AND SUPPORT SERVICES FEES**

Software Programs license fees, third-party scanner software fees, Appliance purchase prices and Support Services fees are as set forth in the applicable Core Quotation. All fees and prices are exclusive of all taxes and other charges, including but not limited to, shipping, handling, insurance, sales, use, value-added or other similar taxes, duties or assessments, except for taxes based on Core's net income.

## **5. ORDERS, DELIVERY AND PAYMENT TERMS**

### 5.1 Orders

Licensee, from time to time, may issue orders for the license of Software Programs and the purchase or Appliances and/or Support Services at the applicable fees and prices set forth in the

Core Quotation. All orders are subject to acceptance by Core and shall be subject to all of the terms and conditions of this Agreement.

## 5.2 Delivery

Delivery shall automatically occur upon delivery of the Appliance and the Software Programs to the common carrier, FOB Core's designated facility, or when the Software Programs are made available via download to Licensee ("Delivery").

In the event that Licensee has purchased the Appliance, title (except title to Software Programs) and risk of loss shall pass to Licensee upon Delivery to the common carrier, FOB Core's designated facility.

In the event that Licensee has not purchased the Appliance and/or Core has licensed an instance or multiple instances of the Software Programs to Licensee, title to Software Programs and the Appliance shall remain with Core and/or its suppliers.

## 5.3 Payment Terms

Payment terms are set forth in the Core Quotation.

## **6. LIMITED WARRANTY AND DISCLAIMER**

THE SOFTWARE PROGRAMS ARE PROVIDED "AS IS". LICENSEE ACKNOWLEDGES THAT NO REFUNDS SHALL BE DUE OR OWED LICENSEE WITH RESPECT TO ANY SOFTWARE PROGRAMS OR APPLIANCES CONTEMPLATED BY THIS LIMITED WARRANTY SECTION. CORE DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SOFTWARE PROGRAMS OR APPLIANCES, INCLUDING ANY THIRD-PARTY SOFTWARE OR ANY OPEN SOURCE SOFTWARE, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER WARRANTIES WHATSOEVER, INCLUDING THOSE ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. IN NO EVENT DOES CORE WARRANT THAT

THE OPERATION OF ANY SOFTWARE PROGRAMS OR APPLIANCES OR PROVISION OF ANY SERVICES SHALL BE UNINTERRUPTED OR ERROR FREE.

## **7. SUPPORT SERVICES**

Support Services are set forth in Exhibit A, attached hereto, and include either "standard" Support Services or "premium" Support Services.

Support Services with respect to a perpetual license shall be separately purchased by Licensee at the applicable prepaid Support Services fees.

Support Services with respect to a subscription license are included in the Software Programs license fees for the designated subscription term.

Core shall provide first level Support Services with respect to third-party scanner software. Second and third level support shall be provided by such third-party scanner software vendor pursuant to its support and maintenance terms and conditions.

Support Services shall commence on Delivery and shall be provided by Core for the applicable Support Services period set forth in the Core Quotation.

## **8. PATENT AND COPYRIGHT INDEMNIFICATION**

Core will defend at its own expense any action against Licensee brought by a third party to the extent that the action is based upon a claim that the Software Programs infringe any U.S. patents, trademarks or copyrights of a third party, and Core will pay those costs and damages finally awarded against Licensee in any such action that are specifically attributable to such claim or those costs and damages agreed to by Core in a settlement of such action. The foregoing obligations are conditioned on Licensee notifying Core promptly in writing of such action; giving Core sole control of the defense thereof and any related settlement negotiations; and cooperating, at Core's request and expense in such defense.

If the Software Programs become, or in Core's opinion are likely to become, the subject of an

infringement claim, Core may, at its sole option and expense, either (i) procure for Licensee the right to continue using the Software Programs, (ii) replace or modify the Software Programs so that they become non-infringing, or (iii) accept return of the Software Programs, terminate this Agreement, in whole or in part, as appropriate, upon written notice to Licensee and refund Licensee the pre-paid fees for such Software Programs on a pro-rata or depreciated basis, as applicable.

Notwithstanding the foregoing, Core will have no obligation under this Section or otherwise with respect to any infringement claim based upon any use of the Software Programs not in accordance with this Agreement; any use of the Software Programs in combination with equipment, software, or data not supplied by Core if such infringement would have been avoided but for such combination; any use of any release of the Software Programs other than the most current release made available to Licensee; any modification of the Software Programs by any person other than Core or its authorized agents or subcontractors; or the use of the Software Programs after receiving notice that the Software Programs infringe the intellectual property rights of a third party. Any and all claims for indemnification or infringement defense under this Section must be brought before the first anniversary of the date of expiration or termination of this Agreement.

THIS SECTION STATES CORE'S ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY FOR ANY CLAIMS OR ALLEGATIONS OF INFRINGEMENT.

#### **9. LIMITATION OF LIABILITY**

IN NO EVENT SHALL CORE BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOSS OF INCOME, DATA, GOODWILL, USE OR INFORMATION, DOWNTIME OR COSTS OF SUBSTITUTE SOFTWARE PROGRAMS OR EQUIPMENT), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CORE'S AGGREGATE LIABILITY TO LICENSEE FOR LOSSES, DAMAGES, COSTS, EXPENSES AND OTHER AMOUNTS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SOFTWARE PROGRAMS, REGARDLESS OF THE THEORY OF LIABILITY, SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY LICENSEE TO CORE UNDER THIS AGREEMENT FOR THE RELEVANT SOFTWARE PROGRAM GIVING RISE TO SUCH LIABILITY.

#### **10. CORE INTELLECTUAL PROPERTY AND MARKS**

Core does not grant and Licensee acknowledges that it shall have no right, license or interest in any of the patents, copyrights, trademarks, or trade secrets owned, used or claimed now or in the future by Core. All applicable rights to such patents, copyrights, trademarks, and trade secrets are and will remain the exclusive property of Core or its suppliers.

#### **11. EXPORT CONTROL**

Licensee shall not commit any act which would, directly or indirectly, violate any United States law or other law, regulation, treaty or agreement relating to the export or re-export of the Software Programs.

#### **12. U.S. GOVERNMENT END USERS**

If Licensee is a branch or agency of the United States Government, the following provision applies. The Software Programs and documentation are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are provided to the Government for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 (JUN 1995) and 227.7202-3 (JUN 1995).  
Manufacturer: Core Security Technologies, 41 Farnsworth Street, Boston, Massachusetts 02210.

### 13. GENERAL

#### 13.1 Assignment

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Licensee shall not have the right to assign or otherwise transfer its rights or delegate its duties under this Agreement without the express written consent of Core. Core may, without Licensee's consent, assign monies due or becoming due solely for financing purposes or assign this Agreement in the event of a merger, consolidation or the sale of all or substantially all of Core's assets or stock.

#### 13.2 Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with the substantive laws of The Commonwealth of Massachusetts without regard to its principles of conflicts of laws. The parties hereby submit to the exclusive jurisdiction of the courts located in the Commonwealth of Massachusetts, both federal and state, and agree that any legal proceeding arising out of this Agreement shall be conducted solely in such courts. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

#### 13.3 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. The prohibition on or unenforceability of any provision in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

#### 13.4 Notices

Any notice required or permitted by the Agreement shall be in writing in English and delivered by certified or registered mail, return receipt requested, postage prepaid, or by courier service and addressed as follows or to such other addresses as may be designated by notice from one party to the other, all such notices being effective on the date received.

If to Licensee: As indicated on the applicable Quotation

If to Core: Core Security Technologies  
41 Farnsworth Street  
Boston, MA 02210  
Attn: VP & General Counsel  
[legal@coresecurity.com](mailto:legal@coresecurity.com)

#### 13.5 Counterparts and Headings

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Headings in this Agreement are included for reference only and shall not constitute a part of this Agreement for any other purpose. The English language version of this Agreement shall be definitive and shall control over any translation.

#### 13.6 Force Majeure

Both parties shall not be liable to the other for any loss, injury, delay (except for any payment obligations), expenses or damages arising out of any cause or event not within its reasonable control including, but not limited to: riots, wars or hostilities between any nations; acts of terrorism; Acts of God, fires, storms, floods or earthquakes; strikes, labor disputes, vendor delays, or shortages or curtailments of raw materials, labor, power or other utility services; governmental restrictions or trade disputes; manufacturing delays; or other contingencies.

#### 13.7 Entire Agreement, Amendment and Waiver

This Agreement supersedes all prior and contemporaneous agreements, representations and understandings and contains the entire agreement between the parties. Licensee acknowledges that it has not relied upon any promise, representation or statement of Core except as expressly set forth herein. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of each party. No failure or delay of Core in exercising any right or remedy under this Agreement shall operate as a waiver of such right or remedy.

**EXHIBIT A**  
**SUPPORT SERVICES**

**1. DEFINITIONS**

“Error” shall mean a material failure of the Software Programs to conform to the then current published Core user documentation that is reproducible by Core on unmodified Software Programs.

“Release” shall mean an updated version of the Software Programs with a limited number of functional enhancements and improvements, as determined by Core.

“Standard Business Hours” shall mean 7:00 AM through 7:00 PM eastern time (excluding holidays and weekends).

“Support Services” shall mean the provision by Core of:

- (a) Updates, if any, and appropriate documentation, including release notes, additions or amendments to the administrative guide and the user’s guide for such Updates; and
- (b) telephone or email assistance with respect to the Software Programs licensed by Licensee, within Standard Business Hours, including (i) clarification of functions and features of the Software Programs, (ii) clarification of documentation with respect to the Software Programs, (iii) guidance in the operation of the Software Programs, and (iv) Error verification, analysis and correction.

“Supported Version” shall mean the then current Release of the Software Programs.

“Update” shall mean a version of the applicable Software Programs containing minor functional enhancements, modifications, extensions, or Error corrections which Core makes generally available at no additional charge to its licensees. Updates shall not include any new or major functional enhancements to the applicable Software Programs, as determined by Core.

**2. SUPPORT SERVICES PERIOD**

Core provides standard Support Services or premium Support Services for the applicable Support Services period set forth in the Core Quotation. Upon the expiration of the applicable Support Services period, Core shall continue to perform such Support Services upon renewal of Support Services by Licensee at Core’s applicable fees.

**3. TECHNICAL SUPPORT SERVICES**

Telephone and email Support Services will be provided to Licensee by Core during Core’s Standard Business Hours.

**4. SOFTWARE PROGRAMS SUPPORT SERVICES**

Core will use commercially reasonable efforts to correct any Error in the Software Programs as provided herein and in accordance with its then current technical support escalation procedures. Upon identification of any Error, Licensee shall promptly notify Core of such Error and provide Core a description of the Error and any pertinent log file and configuration information as requested by Core’s technical support personnel. Core will use commercially reasonable efforts to correct Errors in copies of the Software Programs. Licensee may obtain Updates by downloading the Update from Core’s designated site.

Support Services are provided by Core during the applicable Support Services period as set forth in the Core Quotation. No Support Services shall be provided by Core after the expiration or termination of any applicable Support Services period with respect to the Software Programs.

**5. APPLIANCE SUPPORT SERVICES**

Support Services with respect to an eligible Appliance shall be, during the applicable Support Services period, replacement of any defective Appliance in accordance with Core's then current Support Services policy. Core may require the return of the Appliance to a designated repair depot and a Return Material Authorization ("RMA") number must be obtained by Licensee from Core before such Appliance is returned by Licensee to such repair depot. Licensee shall bear all shipping costs and risk of loss while the Appliance is in transit to the repair depot. Core shall provide Licensee with its then current replacement schedule at the time it issues such RMA. A replacement Appliance may include refurbished or reconditioned parts or components.

**6. KNOWLEDGE BASE AND FORUM**

Core shall grant to Licensee the right to access online Core's 24x7 knowledge base; customer only forum and other designated forums via Core's Customer Service Portal.

**7. EMAIL NOTIFICATIONS**

Core, from time to time, will provide email notifications to Licensee of available upgrades and/or Updates for Supported Versions; Core technical bulletins; add-on features and/or complementary Core products.

**8. BETA PROGRAMS**

Core, from time to time, will grant to Licensee the right to participate in a then current Core beta testing program with respect to new Core Releases and/or new Core products pursuant to the Core beta program's then current terms and conditions.

**9. PRIORITY DEFINITIONS, ESCALATION PROCEDURES AND RESPONSE TIMES**

Core shall respond to any requests for Support Services in accordance with its then current priority definitions, escalation procedures and response times as set forth herein.

**10. EXCLUSIONS**

Core will not be required to provide any Support Services for customizations of the Software Programs, the operating environment for the Software Programs or versions of the Software Programs that are not Supported Versions.

Errors do not include and Core will have no responsibility to provide Support Services in any of the following circumstances which adversely impact the operation of the Software Programs or the ability of Core to provide the Support Services: (i) the Software Programs have been altered or modified in any manner by any person or entity other than Core; (ii) the Software Programs have been used outside the scope of the license granted under this Agreement; (iii) there is a failure of the computer hardware, operating system and/or other software utilized by Licensee; (iv) the Software Programs have been installed or operated other than in accordance with Core's installation and operation instructions, including, without limitation, on computer hardware, operating systems or in an environment other than those for which they were designed; (v) Licensee is not using a Supported Version of the Software Programs; or (vi) the Software Programs have been subject to an accident, negligence or misuse.

Only Appliances that have been provided by Core to Licensee shall be eligible for Appliance Support Services. Computer equipment and/or appliances obtained, licensed and/or purchased by Licensee from third party vendors shall not be eligible for any Support Services contemplated herein and all maintenance, support and/or technical services with respect to such computer equipment and/or appliances obtained from a third party vendor, shall be the sole obligation of Licensee. Core shall have no responsibility for any failures or defects in the Appliance that are caused by (i) the negligence, act or omission of Licensee, its employees or third parties, (ii) modifications to the Appliance by any person

other than Core or its authorized agents or subcontractors, (iii) neglect, accident or misuse of the Appliance, or (iv) relocation or the addition of accessories, attachments or other devices to the Appliance.

**11. ADDITIONAL SERVICES**

Services for any ineligible Appliances and/or ineligible Software Programs, any earlier versions of the Software Programs, customized Software Programs or for other services not covered under the Core Support Services policy may be obtained at Core’s then-current rates, terms and conditions.

**12. PRIORITY DEFINITIONS**

<b>Priority</b>	<b>Definition</b>
P1	Licensee’s Software Programs or Appliance are experiencing consistent, measurable performance impact with no immediate resolution available.
P2	Licensee’s Software Programs or Appliance are experiencing intermittent failure or degradation. The Software Programs or Appliance are operational but some of the functionality or performance of a component or portion thereof is degraded.
P3	Licensee is experiencing issues that do not affect the normal operation of the Software Programs or Appliance and/or has questions concerning Software Programs or Appliance functions or use.

**13. RESPONSE TIMES**

<b>Issue Priority</b>	<b>Response Time</b>	<b>Progress Time</b>	<b>Responsibilities</b>
Priority 1 (P1) Critical	30 min	4 hrs	Core and the Licensee will provide the resources required to resolve the problem; effect a workaround; or lower the severity of the Error.
Priority 2 (P2) Major	1 day	2 days	Core and the Licensee will provide, during normal business hours, the resources required to resolve the problem; effect a workaround; or lower the severity of the Error.
Priority 3 (P3) Minor	2 days	14 days	Core will provide, during normal business hours, the resources required to provide information on the applicable issue being monitored.

“**Fault correction time**” means the time between Core’s receipt and acceptance of the problem from Licensee and the delivery of a final fix for the problem via a Release.

“**Progress time**” means that period of time between the initial response of Core to Licensee and



provision of information, via telephone, e-mail or fax to the request for such information or assistance.

“**Response time**” means the time commencing on escalation of the problem by Licensee and response by a Core employee via telephone, e-mail or fax.

“**Workaround**” means a temporary solution to allow Licensee to operate the Software Programs and/or Appliance with reasonable restrictions.

**14. ESCALATION PROCEDURE**

<b>Priority 1</b>	<b>Time</b>	<b>Priority 2</b>	<b>Time</b>	<b>Priority 3</b>	<b>Time</b>
Assigned Technical Engineer	1 Hour	Assigned Technical Engineer	1 day	Assigned Technical Engineer	7 days
Director	4 Hours	Vice President of Services	30 days	Director	30 days
Vice President of Services	12 Hours				

If an Error correction for a Priority Level 1 Error or a Workaround for a Priority Level 2 Error is not provided by Core within twenty-four (24) hours after the Error is reported to Core, the issue will be escalated to a senior Core support manager who will update Licensee's designated contact at the applicable Licensee site(s) until the problem is resolved. If such problem is not resolved within forty-eight (48) hours, the issue will be escalated to the next higher level of management in both Core's and Licensee's organizations. If the issue is not resolved within seventy-two (72) hours, the issue will be escalated to Core's and Licensee's applicable senior management (e.g., Vice President).

**15. LICENSEE RESPONSIBILITIES**

14.1 Training and use of Software Programs and Appliance

Licensee shall properly train its personnel in, the use and application of the Software Programs and the Appliance on which the Software Programs are loaded or operating. Licensee shall provide adequate supervision, control and management of the use of the Software Programs. In addition, Licensee shall implement procedures for the protection of its information and the implementation of backup procedures in the event of Errors or malfunction of the Software Programs or the Appliance upon which the Software Programs are loaded or operating.

15.2 Reporting

Licensee shall document and promptly report to Core all Errors or malfunctions of the Software Programs. Core will provide Licensee with a trouble ticket number which shall be used to track the status of each issue. Licensee shall use all reasonable efforts to perform the procedures for the correction of such Errors or malfunctions after such procedures have been provided by Core to Licensee. Core reserves the right to close the trouble ticket if Licensee does not provide appropriate information or status to Core within thirty (30) calendar days of receiving new Software Programs and/or a Workaround or fails to respond to a request for additional information. Licensee shall maintain a current backup copy of all Software Programs and applicable data.