

SCHEDULE B

SUPPORT AND MAINTENANCE AGREEMENT

1. DEFINITIONS

Capitalized terms not otherwise defined in this Support and Maintenance Agreement will have the meaning specified on the Cover Page to which this Support and Maintenance Agreement is attached.

“**Customizations**” means any customizations to the Licensed Software developed by Colligo on behalf of Client pursuant to a Statement of Work (as defined in Section 2.1 of this Professional Services Agreement) or otherwise and shall include, without limiting the foregoing, custom reports, integrations, functionality and features.

“**Defect**” shall mean a reproducible instance of an adverse and incorrect functioning of the Licensed Software that materially impacts Client’s ability to use a functionality described in the Documentation, under proper usage of the Licensed Software, system and system environment.

“**Documentation**” means the documentation provided or made available by Colligo to Client relating to the Licensed Software, including without limitation with respect to the use, technical specifications or functionality thereof.

“**Intellectual Property Rights**” means inventions, patents, copyrights, trade-marks, service marks, industrial designs, design patents, integrated circuit topography rights, applications for registration of any of the foregoing, and know-how, trade secrets, confidential information, trade or business names and any other intellectual property rights, now or in the future, on a worldwide basis.

“**Licensed Software**” means the licensed software described on the Cover Page and any Customizations, Update Releases and Version Releases, as well as the associated Documentation.

“**Maintenance Fees**” means the support and maintenance fees to be paid by Client to Colligo pursuant to this Support and Maintenance Agreement, as specified on the Cover Page and subject to modification from time to time in accordance with the terms of this Agreement. For clarity, the term “Maintenance Fees” shall include, without limiting the foregoing, support and maintenance fees due and payable by Client to Colligo in relation to, as applicable, an Initial Maintenance Term (as defined in Section 3.1 of this Support and Maintenance Agreement) and/or any Renewal Maintenance Term (as defined in Section 3.1 of this Support and Maintenance Agreement).

“**Object Code**” means computer code that is readable and usable by machines but not generally readable by humans without reverse assembly, reverse compiling or reverse engineering.

“**Source Code**” means computer code and related system documentation that is in human-readable form, including, but not limited to, all comments and any procedural code such as job control language.

“**Update Release**” means a new update release of the Licensed Software that is issued by Colligo and becomes available to all of

Colligo’s customers, which Client is entitled to receive pursuant to the terms and conditions of the Support and Maintenance Agreement.

“**Version Release**” means a new version release of the Licensed Software that is issued by Colligo and becomes available to certain of Colligo’s customers, which Client is entitled to receive pursuant to the terms and conditions of the Support and Maintenance Agreement.

2. INTRODUCTION

2.1 Maintenance. Subject to the terms and conditions of this Agreement, including without limitation, full and timely payment of all amounts owing by Client to Colligo pursuant to this Agreement, Colligo agrees to provide to Client maintenance and support for the Licensed Software (collectively, “**Maintenance**”), exclusively for the term specified in Section 3.1 of this Support and Maintenance Agreement.

3. TERM AND RENEWALS

3.1 Maintenance Term. Subject to the termination provisions in Section 10 of this Support and Maintenance Agreement, this Support and Maintenance Agreement, including without limitation the Maintenance provided hereunder, shall take effect as of the Effective Date and shall continue for the initial support and maintenance term specified on the Cover Page (the “**Initial Maintenance Term**”). The Initial Maintenance Term shall automatically renew for successive one year terms (each, a “**Renewal Maintenance Term**”), unless a party gives written notice of termination to the other party at least thirty (30) days before the expiration of the Initial Maintenance Term or the then-current Renewal Maintenance Term.

4. CHANGES TO SUPPORT AND MAINTENANCE TERMS

4.1 Changes to Maintenance. Colligo reserves the right, from time to time, to change its standard Maintenance terms and conditions, provided that any change to such terms and conditions will not materially reduce the level of support set forth in this Support and Maintenance Agreement.

5. MAINTENANCE FEES

5.1 Maintenance Fees. Client will pay to Colligo the Maintenance Fees in advance, in accordance with the terms of this Agreement, which payment shall be without set-off or deduction whatsoever, except as otherwise set out in this Agreement. Client will pay to Colligo the Maintenance Fees for the Initial Maintenance Term within thirty (30) days of the Effective Date, unless otherwise agreed upon between Colligo and Client in writing. Client will pay to Colligo the Maintenance Fees for each Renewal Maintenance Term within thirty (30) days of the date of invoice for such Maintenance Fees.

5.2 Modification of Maintenance Fees. In addition to any other terms of this Agreement which may modify the Maintenance Fees payable hereunder, Colligo may modify the Maintenance Fees for any Renewal Maintenance Term by providing Client with notice of any such modifications at least sixty (60) days before the expiration

of the Initial Maintenance Term or the then-current Renewal Maintenance Term.

5.3 Non-Payment of Maintenance Fees. If payment is not received in accordance with the payment terms of this Agreement, Colligo shall have the right to discontinue Maintenance without any liability to Client, until such time as Client pays the due and payable Maintenance Fees in full, and may pursue any other remedies which it may have under this Agreement or otherwise at law.

5.4 Customization Fees. Nothing in this Support and Maintenance Agreement shall oblige Colligo to provide Customizations to Client. Customizations may be performed by Colligo at extra cost to Client, as described in a Statement of Work to be mutually agreed between the parties pursuant to the Professional Services Agreement. If indicated in such Statement of Work, the Maintenance Fees payable hereunder may be increased by Colligo upon shipment of such Customizations to account for any increased Maintenance obligations of Colligo for the Licensed Software after the deployment of such Customizations.

6. DESCRIPTION OF SUPPORT AND MAINTENANCE

The following describes Colligo's and Client's responsibilities during the term of this Support and Maintenance Agreement. Throughout, "hours" and "days" are counted within regular business hours of Colligo, excluding local holidays.

6.1 Designated Support Contact.

(a) Client shall designate up to three (or such greater number as agreed to by Colligo) of its representatives to be "Colligo Certified Support Contacts" provided that each such representative has undergone training in respect of the Licensed Software and related Maintenance process, to the satisfaction of Colligo.

(b) Notwithstanding anything to the contrary contained herein, Colligo shall provide Maintenance hereunder only to Client's Colligo Certified Support Contacts, who will act as the sole points of reference for Maintenance hereunder. Client acknowledges and agrees that all contact from Client to Colligo's technical support staff shall be initiated by Certified Support Contacts only.

6.2 Support.

(a) Client's Colligo Certified Support Contacts shall report a support issue and obtain a ticket number by logging the issue at: www.Colligo.com/Support/request/. Client acknowledges and agrees that such report must be made in accordance with the procedure guide and other support guidelines made available by Colligo to Client, as may be amended from time to time (the "**Customer Support Plan**").

(b) Colligo shall provide support services hereunder during business hours of Colligo in the local time zone.

(c) Colligo shall not be obligated to provide Maintenance, use commercially reasonable efforts to resolve Defects or take any action with regard to Update Releases and/or Version Releases, outside of the times specified in Section 6.2(b) of this Support and Maintenance

Agreement. Notwithstanding the foregoing, Client can submit a request for additional services to be performed at extra cost to Client, as described in a Statement of Work to be mutually agreed between the parties pursuant to the Professional Services Agreement. If indicated in such Statement of Work, the Maintenance Fees payable hereunder may be increased by Colligo to account for any increased obligations of Colligo.

6.3 Defect Resolutions.

Subject to the terms of this Support and Maintenance Agreement, Colligo will use commercially reasonable efforts to resolve the Defects submitted by Client in the manner and within the applicable time periods set forth in Appendix 1 attached to this Support and Maintenance Agreement.

Notwithstanding any other term of this Support and Maintenance Agreement, Colligo shall not be obligated to use commercially reasonable efforts to resolve the Defects submitted by Client unless: (a) such submitted Defects are reported in accordance with the Customer Support Plan; (b) such submitted Defects are reproducible within Colligo's systems environment; (c) such submitted Defects exclude Defects not covered by this Support and Maintenance Agreement, including without limitation as described in Section 6.7 of this Support and Maintenance Agreement; and (d) the Client is in strict compliance with the Client's obligations under this Support and Maintenance Agreement, including without limitation Section 6.8 of this Support and Maintenance Agreement. Defects that are not reproducible either in Client's or Colligo's environment will be monitored for further information, but it is understood that such Defects may not be resolvable. Defects that are reproducible only in Client's environment, but not in Colligo's, may also not be resolvable. Depending upon the Defect, Colligo may propose to add instrumentation to the Licensed Software to assist in determining the nature of the Defect's root cause to facilitate Defect resolution. Client agrees that such instrumentation is required as part of the problem analysis and any delays in approving their deployment will delay the resolution of those Defects.

Defect resolutions that require software and/or database changes may be provided in the form of an Update Release or Version Release, to be delivered to Client. Installation of the Update Release or Version Release into Client's systems or environment is not within the scope of this Support and Maintenance Agreement. Client shall be responsible for installation of the Update Release or Version Release into their environments unless such work is covered under a separate Statement of Work.

6.4 Version Life.

Colligo will only provide Maintenance hereunder for the then-current Version Release of the Licensed Software and the immediately preceding Version Release of the Licensed Software. Notwithstanding the foregoing, Defect resolution may require Client to deploy an Update Release or Version Release to a new version of the Licensed Software.

6.5 Update Releases and Version Releases.

Subject to any additional charges applicable to the level of Maintenance purchased by Client, as such level is set forth on the Cover Page, Client shall be entitled to receive all Update Releases and Version Releases to the Licensed Software that are released by

Colligo while Client is paying for Maintenance. Colligo will provide Update Releases to Client by posting such Update Releases on an identified area of its worldwide website. Supplier will provide Version Releases to Client by posting such Version Releases on a secured, password protected area of its worldwide website.

If an Update Release or Version Release contains functional enhancements to modules for which Client has not purchased a valid License or contains new modules which Client has not purchased, Client shall not have access to such functionality unless such modules are purchased by Client at Colligo's then-current prices.

Notwithstanding any other term of this Agreement, Colligo shall not be obligated to provide any Update Releases and/or Version Releases with regard to any Customizations, but may provide the foregoing at extra cost to Client, as described in a Statement of Work to be mutually agreed between the parties pursuant to the Professional Services Agreement. If indicated in such Statement of Work, the Maintenance Fees payable hereunder may be increased by Colligo to account for any increased obligations of Colligo.

Unless otherwise agreed between the parties pursuant to an order for professional services pursuant to the Professional Services Agreement, Client shall be responsible for deploying any such Update Releases or Version Releases to Client's systems and environment. Client acknowledges and agrees that, in the event that the Licensed Software includes Customizations, additional professional services may be required to test the new version of the Licensed Software so that it functions with such Customizations, and that such professional services are not included as part of the Maintenance to be provided by Colligo under this Support and Maintenance Agreement, unless this Agreement has been specifically extended to include such Customizations.

6.6 Deployment of Update Releases and Version Releases.

Colligo may from time to time, at its sole discretion, provide Update Releases and Version Releases to Client in a format or package with sufficient instructions such that Client or a third party can execute and deploy the Update Release or Version Release without the direct involvement of Colligo.

6.7 Third-Party Dependencies.

(a) Notwithstanding anything to the contrary contained in this Support and Maintenance Agreement, Maintenance does not cover resolution of Defects which result from: (i) third party software or hardware or any components thereof; (ii) any modification to the Licensed Software not authorized by Colligo; (iii) the combination of the Licensed Software with another product or products that have not been approved in writing by Colligo for such use, or in hardware or an operating environment that is not certified in writing by Colligo for such use; (iv) use of the Licensed Software by Client which is not in accordance with the Documentation; (v) consulting, custom solutions or development services (including new feature development); (vi) on-site technical support services provided to Client by Colligo; (vii) implementation and deployment; (viii) product management; (ix) management or leadership of upgrades or migrations; (x) environmental, hardware or operating errors not caused by the Licensed Software; (xi) implementation of custom, user defined logical operations and algorithms or the modification of code to adapt to a specific business task; and (xii) non-

standard configurations of the Licensed Software or customization of Microsoft SharePoint deployments.

(b) Colligo will only support the Licensed Software on platforms for which all components are supported by their respective vendors, under standard conditions, as of the date the support request is made by Client to Colligo.

(c) The list of platforms on which each version of the Licensed Software is qualified is decided solely by Colligo.

(d) Colligo will only provide support on platforms designated in the Documentation.

While it is understood that Colligo does not have responsibility for the set-up and maintenance of third-party software and hardware, Colligo can make recommendations on their parameter settings and configurations, which Client may review and adopt. Should any recommendation conflict with Client's adopted settings/configurations, and such situations result in a detrimental product impact to either functionality, performance, or usability, Colligo shall bear no responsibility to support reported Defects that arise from such settings/configurations.

Client will advise Colligo of any proposed changes to settings and configurations for third-party software and hardware in advance.

While Colligo will make reasonable commercial efforts to provide resolutions to Defects with the same third-party software versions as the production system, it is understood that some resolutions may require upgrades to third-party software. In these cases, Colligo will notify Client of this requirement, and Client will make arrangements for such upgrades at its own cost.

New versions of the Licensed Software may require upgrades to third-party software and hardware. Colligo will advise Client of these requirements. Should Client choose to deploy the new versions, Client will make arrangements for such third-party upgrades at its own cost.

6.8 Client Responsibilities.

Client's operating environment and infrastructure must be certified by Colligo in order for the Licensed Software to be eligible for Maintenance hereunder. Client shall notify the Supplier each time that it makes a material change to its operating environment and infrastructure, following which Colligo may, at its then current rates for professional services, conduct an audit and test the modified operating environment and infrastructure to re-certify it as eligible for Maintenance hereunder. Material changes to Client's operating environment include, but are not limited to, changes to SharePoint authentication methods, upgrades of the SharePoint environment, changes to search services used, the addition of features or solutions that impact document libraries or lists being used with the Licensed Software, and upgrades or significant changes to the operating system or Office software being used with the Licensed Software.

Client shall ensure that the issues escalated to Colligo are issues primarily attributable to the operation of the Licensed Software. Colligo reserves the right to decline to continue to provide support for any issue that it deems to not be primarily derived from the operation of the Licensed Software.

Client shall at its own cost provide Colligo with such assistance and access to Client's facilities, computer resources, software programs, personnel, and business information as may be reasonably requested by Colligo for the purposes of providing the services described in this Support and Maintenance Agreement, including without limitation providing Colligo with such specialized access to Client's servers, operating environment, computer systems and infrastructure as requested by Colligo.

7. ADDITIONAL SERVICES

7.1 Request for Additional Services. Additional services may be requested by Client from time to time. Client must provide prior written request for additional services and such services shall be provided pursuant to the Professional Services Agreement at Colligo's then-current labour and expense rates. Additional Services include but are not limited to: (a) after-hours support; (b) enhancements to the Licensed Software; (c) software installations or migrations; (d) application or infrastructure monitoring or maintenance; (e) outage management; and (f) training and consulting services (including technical training on matters such as software setup, installation, configuration, functionality, operations and troubleshooting).

8. WARRANTIES AND LIMITATIONS OF LIABILITY

8.1 Limited Warranty. Colligo warrants that all Maintenance performed under this Support and Maintenance Agreement will be performed in a workmanlike and professional manner in accordance with industry standards. Unless otherwise explicitly set out in Appendix 1 attached to this Support and Maintenance Agreement, in the event of a breach of this warranty, the sole remedy of Client and sole obligation of Colligo will be to use commercially reasonable efforts to reperform the nonconforming services of the relevant Maintenance in accordance with such standards. Colligo will have no obligation to Client for any claim under Section 8.1 of this Support and Maintenance Agreement not made within thirty (30) days after the performance of the services giving rise to such claim.

8.2 Exclusion of Other Warranties. UNLESS OTHERWISE EXPLICITLY SET OUT IN APPENDIX 1 ATTACHED TO THIS SUPPORT AND MAINTENANCE AGREEMENT:

(a) THE WARRANTY SET FORTH IN SECTION 8.1 OF THIS SUPPORT AND MAINTENANCE AGREEMENT IS IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS;

(b) EXCEPT AS PROVIDED IN SECTION 8.1 OF THIS SUPPORT AND MAINTENANCE AGREEMENT, THE MAINTENANCE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND CLIENT AGREES THAT THE MAINTENANCE SHALL BE AT CLIENT'S SOLE DISCRETION AND RISK;

(c) EXCEPT AS PROVIDED IN SECTION 8.1 OF THIS SUPPORT AND MAINTENANCE AGREEMENT, COLLIGO AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED OR STATUTORY, IN CONNECTION WITH ANY MAINTENANCE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES,

REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, PERFORMANCE, HARDWARE COMPATIBILITY, QUIET ENJOYMENT AND NON-INFRINGEMENT.

(d) NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY CLIENT FROM COLLIGO OR ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL CREATE ANY WARRANTY, REPRESENTATION OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT; AND

(e) COLLIGO DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND TO CLIENT WITH RESPECT TO ANY HARDWARE OR THIRD PARTY SOFTWARE.

8.3 Limitation of Liability. EXCEPT WITH RESPECT TO ANY BREACH OF CLIENT'S CONFIDENTIALITY OBLIGATIONS AND/OR COLLIGO'S INTELLECTUAL PROPERTY RIGHTS UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS SUPPORT AND MAINTENANCE AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES SUFFERED BY THE OTHER PARTY, NOT TO EXCEED THE MAINTENANCE FEES PAID OR PAYABLE BY CLIENT TO COLLIGO DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

9. OTHER TERMS

9.1 Order of Precedence. In the event of any inconsistency between the terms of the Software License Agreement and the terms of this Support and Maintenance Agreement, the terms of this Support and Maintenance Agreement shall control only with respect to determining Colligo's obligations with respect to providing Maintenance. In all other cases, the Software License Agreement will prevail.

10. TERMINATION

10.1 Termination by Colligo. Notwithstanding anything to the contrary in this Support and Maintenance Agreement, Colligo, by written notice to Client, may terminate this Support and Maintenance Agreement or suspend Colligo's further performance of Maintenance without terminating this Support and Maintenance Agreement if: (a) Client terminates or suspends doing business; (b) Client becomes subject to any bankruptcy or insolvency proceeding under applicable law (unless removed or dismissed within sixty (60) days from the filing thereof), or becomes insolvent, becomes subject to direct control of a trustee, receiver or similar authority, or makes an assignment for the benefit of creditors; (c) Client fails to pay to Colligo any amount when due hereunder and fails to remedy such failure within five (5) days after receiving written notice thereof from Colligo; or (d) Client commits a material breach or failure of any of its other obligations under this Support and Maintenance Agreement and, except for any breach of Client's confidentiality obligations or a breach of Colligo's Intellectual Property Rights, has not cured such breach (or, if the breach or failure is such that its cure would take a longer period, has not commenced and diligently proceeded to cure such breach or failure) within fifteen (15) days after receiving written notice from Colligo specifying such breach or failure.

10.2 Termination by Client. Notwithstanding anything to the contrary in this Support and Maintenance Agreement, Client, by written notice to Colligo, may terminate this Support and Maintenance Agreement or suspend Client's further performance of Maintenance without terminating this Support and Maintenance Agreement if: (a) Colligo terminates or suspends doing business; (b) Colligo becomes subject to any bankruptcy or insolvency proceeding under applicable law (unless removed or dismissed within sixty (60) days from the filing thereof), or becomes insolvent, becomes subject to direct control of a trustee, receiver or similar authority, or makes an assignment for the benefit of creditors; or (c) Colligo commits a material breach or failure of any of its obligations under this Support and Maintenance Agreement and, except for any breach of Colligo's confidentiality obligations, has not cured such breach (or, if the breach or failure is such that its cure would take a longer period, has not commenced and diligently proceeded to cure such breach or failure) within fifteen (15) days after receiving written notice from Client specifying such breach or failure.

10.3 Survival. Sections 10.3, 10.4 and such other provisions of this Support and Maintenance Agreement as may reasonably be expected to remain in force will survive the expiry or termination of this Support and Maintenance Agreement and will remain in full force and effect following such expiry or termination. The expiry or termination of this Support and Maintenance Agreement will not affect the rights of any party to make a claim for damages arising from a breach of any provision of this Support and Maintenance Agreement which occurred prior to such expiry or termination.

10.4 Effect of Termination. Upon any expiration or termination of this Support and Maintenance Agreement: (a) Client will immediately pay to Colligo any amounts then due to Colligo pursuant to the terms of this Support and Maintenance Agreement; and (b) each party will return to the other party any and all Confidential Information (as defined in the General Terms and Conditions) of the other party provided in connection with this Support and Maintenance Agreement in its possession or control and, upon request from the other party, each will deliver a certificate of an officer of the party certifying the completeness of same. Client furthermore acknowledges and agrees that, notwithstanding termination, by Colligo or Client, of the Maintenance, this Support and Maintenance Agreement or this Agreement, Client shall not be entitled to any refund, set-off or deduction of any monies paid or payable by Client to Colligo hereunder or any pro rata portion of any monies paid or payable by Client to Colligo hereunder.

End of Support and Maintenance Agreement