



LOGIN VSI END USER LICENSE AGREEMENT

LICENSOR IS WILLING TO PROVIDE CERTAIN SOFTWARE AND SERVICES TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY (REFERENCED BELOW AS “YOU” OR “YOUR” OR “LICENSEE”) THAT ENTERS INTO A WRITTEN PRODUCT ORDER FORM WITH LICENSOR OR ONE OR MORE OF ITS AUTHORIZED RESELLERS THAT REFERENCES THIS END USER LICENSE AGREEMENT ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS END USER LICENSE AGREEMENT. READ THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE PURCHASING ANY SOFTWARE OR SERVICES FROM LICENSOR OR ONE OR MORE OF ITS AUTHORIZED RESELLERS OR DISTRIBUTORS. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND LICENSOR. BY ENTERING INTO A WRITTEN PRODUCT ORDER FORM WITH LICENSOR OR ONE OR MORE OF ITS AUTHORIZED RESELLERS THAT REFERENCES THE END USER LICENSE AGREEMENT BELOW, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT.

FOR THE SAKE OF CLARITY, IF YOU ARE ENTERING INTO THIS END USER LICENSE AGREEMENT ON BEHALF OF (AND FOR USE ON BEHALF OF) A COMPANY OR OTHER ENTITY (A “CORPORATE ENTITY”), YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH CORPORATE ENTITY TO THE TERMS OF THIS END USER LICENSE AGREEMENT AND YOU ACKNOWLEDGE THAT THE TERM “YOU” OR “LICENSEE” REFERENCED BELOW REFERS TO SUCH CORPORATE ENTITY.

1. Definitions and Interpretation

1.1. Active Directory: a Microsoft hierarchical structure that stores information about objects on the network and makes this information easy for administrators and users to find and use

1.2. AD Network: ‘Active Directory Network’, an information systems network using one Active Directory;

1.3. Application: a computer program – or set of computer programs operating as one – designed to fulfill a particular purpose;

1.4. Authorized Reseller: any third party reseller, distributor or channel partner that has been authorized by Licensor to resell the Software to end customers;

1.5. Concurrent Users: the maximum number of potential users in the Virtual Desktop Infrastructure in which the Software is being utilized – expressed in the total number of licensed virtual desktops in the Virtual Desktop Infrastructure;

1.6. Confidential Information: any information the receiving party must reasonably understand to be confidential, which includes but is not limited to (i) any information of a disclosing party clearly marked as “confidential information”, (ii) the Software, its Documentation, and (iii) test results from the Software. It does not include information that is (a) publicly available, or (b) obtained independently without violation of this End User License Agreement, or (c) obtained from third parties without restrictions on disclosure;

1.7. Control: the direct or indirect power to appoint the management;

1.8. Documentation: all on-line help files and written instruction manuals regarding the use of the Software generally provided by Licensor to its customers of the Software. Documentation is available at <http://www.loginvsi.com/documentation>;

1.9. Effective Date: the execution date of the Product Order Form;

1.10. End User License Agreement: the present document containing the terms and conditions for licenses of the Software, the annexes and any additional Product Order Forms;

1.11. Initial Term: the first period for which the license is agreed as per the Product Order Form;

1.12. Intellectual Property Rights: all rights designated as “Intellectual Property Rights” under any applicable law, including copyrights, trademarks, patents, trade secrets including all registrations and applications of such rights;

1.13. Licensee: the person or entity that enters into a Product Order Form that expressly references this End User License Agreement;

1.14. Licensee Related Parties: Licensee and any entity Licensee Controls, is Controlled by or is under common Control with;

1.15. Licensors: the Party identified as licensor in the Product Order Form;

1.16. Named Users: individuals specified by name operating physical desktops identified in the same AD Network in which the Software is being operated – expressed in the total number of identified physical desktops in the Active Directory of the same AD Network the Software is being operated in;

1.17. Notice: written document sent by post or courier with receipt confirmation, facsimile or e-mail. In case of e-mail only if the receiver explicitly and personally (so not automatically) confirmed the receipt of such e-mail by a reply e-mail;

1.18. Product Order Form: the standard form used by Licensor or its Authorized Resellers that references this End User License Agreement and that describes the Software ordered by Licensee, the term of Licensee's license to use the Software, the fees to be paid by Licensee and other applicable terms;

1.19. Site: a physical location as specified in a Product Order Form where a copy of the central processing core, at least containing the functions checking the validity of the Software is installed;

1.20. Software: the object code of the computer program(s) specified in a Product Order Form including any updates and versions provided by Licensor pursuant to the Support annex to this End User License Agreement;

1.21. Software Key: a code provided by Licensor required to initiate the operation of the Software during installation and that limits the functionality of the Software to the agreed scope of the license;

1.22. Term: the Initial Term of the license as agreed in the Product Order Form starting at the Effective Date and every subsequent year thereafter until termination;

1.23. Virtual Desktop Infrastructure: an information infrastructure in which virtual desktops are being operated under one virtual desktop software instance.

2. Rights and obligations of License

2.1 Subject to the terms and conditions set forth in this End User License Agreement, Licensor grants to Licensee and on its behalf its employees, directors, officers, representatives and service providers solely during the Term, a non-exclusive, non-transferable right and license to:

- i. Use the Software and the Documentation solely within the limits provided for in the Product Order Form and solely for Licensee Related Parties' internal business needs;
- ii. Copy the Software for backup or archival purposes and reproduce the Documentation for Licensee's own internal use (provided that all such copies shall bear

the original and unmodified copyright, patent and other intellectual property markings as originally delivered by Licensor);

- iii. Receive from Licensor Software Keys to enable the authorized use of the Software.

2.2 Licensor reserves all rights not expressly granted to Licensee. Licensee's use, as described above, does not include the right to use the Software for external purposes, including but not limited to the provision of processing services to third parties, commercial timesharing, rental or sharing arrangements, or on a "service bureau" basis or use of the software (including but not limited to test results obtained with the Software) for external marketing or sales purposes. Licensee shall not be granted any other rights than those specified in this End User License Agreement.

2.3 Licensee shall provide the following information to Licensor at first request of Licensor but not more frequently than once per year: (a) in case licenses are based on Concurrent Users, copies of proof of the total number of virtual desktops licensed in the Virtual Desktop Infrastructure for which the license has been provided, (b) in case licenses are based on Named Users, copies of proof of the total number of physical desktops identified in the AD Network for which the license has been provided.

3. License Restrictions

Licensee agrees not to:

- i. Assign, lease, transfer, sublicense, or encumber any portion of the Software or Documentation;
- ii. Decompile, disassemble, or reverse engineer the Software, in whole or in part except where, and to the extent, allowed by applicable mandatory law;
- iii. Provide, disclose, divulge or make available to, or permit use of the Software by persons other than Licensee Related Parties;
- iv. Use the Software in Virtual Desktop Infrastructures or in AD Networks for which no license exists or which are unknown to Licensor or exceed the license limitations provided in the Product Order Form;
- v. Create any derivative work or any other program based on Confidential Information. In the event Licensee breaches this End User License Agreement by writing or developing derivative work or any other program based on the Software and/or Confidential Information, Licensee agrees that, in addition to all of Licensor's other rights and remedies hereunder or at law or in equity, all Intellectual Property Rights to such derivative works belong with Licensor and Licensee agrees to execute all instruments required to transfer such Intellectual Property Rights to Licensor.

4. Support and services

4.1 Licensee will be entitled to receive support in accordance with Licensor's Support Schedule attached hereto as Annex 1,

which forms an integral part of this End User License Agreement. This right is subject to payment of the appropriate support fee in case support fees have been separately agreed between Licensee and Licensor or any of its Authorized Resellers.

4.2 Licensee must request any services agreed and paid to be performed within one year after the Effective Date of the relevant Product Order Form.

5. Title

All rights, title and interest in the Software and the Documentation, and any modifications thereof, shall remain vested in Licensor at all times. This End User License Agreement does not constitute a transfer to Licensee of any title or Intellectual Property Rights to the Software, or modifications thereof or the Documentation, or of any Intellectual Property Rights relating thereto.

6. Warranties

6.1 Licensor warrants that for a period of three (3) months from the Effective Date ("Warranty Period") the Software will perform substantially in conformity with its Documentation. Non-compliant Software will be corrected or replaced as appropriate or, if neither of the above is commercially practicable, Licensee may terminate the applicable Product Order Form for the non-compliant Software in which case Licensee will be refunded the license fees paid for such Software or part thereof.

6.2 The warranty is subject to the following conditions:

- i. The Software has properly been installed and used at all times in accordance with the Documentation;
- ii. Licensee has given prompt written notice to Licensor or its Authorized Reseller, as the case may be, of any non-compliance; and
- iii. No modifications, alterations or additions have been made to the Software.

6.3 The foregoing are Licensee's sole and exclusive remedies under this End User License Agreement. The warranty is made to and for the benefit of Licensee only.

6.4 EXCEPT AS OTHERWISE SET FORTH IN THIS END USER LICENSE AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED TO LICENSEE "AS IS", AND, EXCEPT AS OTHERWISE SET FORTH HEREIN, LICENSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THEIR FUNCTIONALITY, CONDITION, PERFORMANCE, OPERABILITY OR USE. WITHOUT LIMITING THE FOREGOING, LICENSOR DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of liability

Licensor will not be liable to Licensee or any third party for loss of profits or for any special, indirect, incidental, consequential or exemplary damages (including without limitation, damages for loss of business profits, loss of goodwill, business interruption, loss of business information and/or data) in connection with this End User License Agreement, or the performance of any other obligations under this End User License Agreement, even if it is aware of the possibility of the occurrence of such damages. Except for the Indemnification by Licensor for claims by third parties for breaches of Intellectual Property Rights as explicitly provided for in this End User License Agreement, Licensor's gross negligence, willful misconduct and/or fraud the maximum liability of Licensor to Licensee Related Parties, in aggregate for this End User License Agreement, shall be limited to the amount of fees paid by Licensee to Licensor or its Authorized Reseller under this End User License Agreement during the twelve month period immediately preceding the claim. This limitation of liability shall apply to any and all causes of action brought by any of Licensee Related Parties against Licensor, including but not limited to claims based on breach or repudiation of contract, warranty or tort.

8. Default

Except as provided in the Payments section, a party who fails to perform any obligation under this End User License Agreement by the date provided in or under the End User License Agreement, shall only be in default if the other party has given it Notice of default and no performance has taken place within the reasonable period specified in the Notice.

9. Confidential Information

The receiving party shall maintain the confidentiality of the Confidential Information and will not use or disclose such Confidential Information without the prior written consent of the disclosing party. A party shall not disclose any Confidential Information to the other party other than as required for the execution of this End User License Agreement. At any time, upon the disclosing party's request, the receiving party shall return to the disclosing party or destroy all Confidential Information in its possession, with the exception of Confidential Information the receiving party has a valid and specific license for or Confidential Information the receiving party is required to retain by law or regulation. Disclosure of Confidential Information required by applicable law, regulation or a court order does not constitute breach of the confidentiality obligation of this clause. However, if the law, regulation or the court order does not prevent this, the party required to disclose shall immediately inform the other party of the requirement to disclose and will follow any reasonable instructions of the other party in order to minimize the risks of the disclosure in which case the other party will indemnify the party required to disclose for its costs of cooperation.

10. Payments

(a) For purchases made by Licensee directly from Licensor, in consideration of the rights granted herein, Licensee agrees to pay Licensor the fees specified in the applicable Product Order Forms or – as applicable – the fees multiplied with the latest Licensee reported Named Users and/or Concurrent Users. For purchases made directly from Licensor, except as otherwise provided in this End User License Agreement, the fees are non-cancelable and non-refundable and due and payable in 30 days after the invoice date. All charges and fees provided for in this End User License Agreement do not include any VAT, service or sales taxes, withholding taxes, duties, or similar charges imposed by any government and Licensee agrees to reimburse Licensor for such taxes and charges (if any). Licensee may not set off an obligation to pay any charges or fees against any claim on Licensor or suspend payment on any ground. On payments received after the due date Licensee shall pay 6% yearly interest pro-rata for the time the payment is late.

(b) For purchases made by Licensee from an Authorized Reseller, Licensee agrees to pay the Authorized Reseller the fees as agreed to with the Authorized Reseller in accordance with any payment terms agreed to by Licensee and such Authorized Reseller.

11. Non-assignment

Neither this End User License Agreement nor any rights under this End User License Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of Licensor. Subject to the foregoing, this End User License Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns.

12. Term and Termination

12.1 This End User License Agreement commences on the Effective Date of the first Product Order Form and will remain in force until the last Product Order Form is expired or terminated in accordance with this section. Notwithstanding the foregoing, Licensor may terminate this End User License Agreement or any Product Order Form (i) immediately in the event of a material breach of this End User License Agreement or any such Product Order Form by Licensee Related Parties that is not cured within ten (10) days of Notice thereof from Licensor, or (ii) immediately if Licensee ceases doing business or is the subject of a voluntary bankruptcy, insolvency or similar proceeding, or of an involuntary bankruptcy, insolvency or similar proceeding that is not dismissed within sixty (60) days of filing. Termination of a Product Order Form shall not be deemed a termination of this End User License Agreement. Termination of this End User License Agreement shall, however, terminate all outstanding Product Order Forms.

12.2 No termination on the basis of this provision will entitle Licensee to a refund of any portion of the fees paid or due to Licensor or its Authorized Reseller.

12.3 Upon the expiration of the Initial Term of any Product Order Form between Licensor and Licensee, the Product Order Form will automatically renew for additional periods of one year each, unless either party provides the other with Notice of its election not to renew such Product Order Form at least thirty (30) days prior to the then current expiration date. Fees for any renewal term will be invoiced in advance at Licensor's then current rates.

12.4 The following clauses survive termination: 1, 3, 5, 7, 9, 10, 13, 15, 16, 17, 18, 21, 22.

12.5 Upon termination or expiration of this End User License Agreement, Licensee agrees to forthwith discontinue any use of the Software, related Documentation, Confidential Information and derivative works or copies thereof, and will destroy all copies thereof in its possession except to the extent the receiving party is required to retain Confidential Information by law or regulation. Licensee agrees to supply Licensor with a certificate signed by an executive officer of Licensee verifying that this provision has been complied with at Licensor's request.

13. Infringement Indemnification

13.1 Licensor, at its own expense, shall defend, indemnify and hold the Licensee Related Parties harmless against any third party action asserted against Licensee Related Parties in member states of the TRIPS Agreement to the extent that it is based on a claim that use of the Software under this End User License Agreement infringes any Intellectual Proprietary Right of any third party.

13.2 Licensor will provide this indemnification under the conditions that the affected Licensee Related Parties shall promptly provide Notice to Licensor of any such claim and allow Licensor to solely control the defense of any such claim and all negotiations for settlement; provided that Licensor shall not settle any claim without the indemnified party's prior written consent (such consent not to be unreasonably withheld or delayed). In addition to Licensor's obligations above in this clause 13.2, if as a result of any claim of infringement against any Intellectual Proprietary Right of any third party, Licensee is enjoined from using the Software, or if Licensor believes that the Software is likely to become the subject of a claim of infringement, Licensor, at its option and expense will procure the right for Licensee to continue to use the Software, or replace or modify the Software so as to make it non-infringing, or require Licensee to immediately discontinue the use of the (infringing part of the) Software against return of the (part of the) fees paid for the relevant (part of the) Software.

13.3 Excluded from the above indemnification obligations are claims to the extent arising from (a) use of the Software in violation of this End User License Agreement or applicable

law, (b) use of the Software after Licensor notifies Licensee to discontinue use because of an infringement claim, (c) modifications to the Software made other than by Licensor (where the claim would not have arisen but for such modification), (d) the combination, operation, or use of the Software with materials which were not provided by Licensor, to the extent that Licensee's liability for such claim would have been avoided in the absence of such combination, operation, or use, or (e) compliance by Licensor with Licensee's custom requirements or specifications if and to the extent such compliance with Licensee's custom requirements or specifications resulted in the infringement.

13.4 THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

14. Waiver

Any waiver of the provisions of this End User License Agreement, or rights or remedies of either party must be provided by Notice. Failure, negligence or delay to enforce any such rights or remedies at any time, will not be construed as a waiver and will not in any way affect the validity of the whole or any part of this End User License Agreement or prejudice such party's right to make subsequent action.

15. Severability

If any provision in this End User License Agreement is found to be invalid, unlawful or unenforceable to any extent, the Parties will in good faith agree to such amendments that will preserve, as far as possible, the intentions expressed in this End User License Agreement. If the Parties fail to agree on such an amendment, such invalid provision will be severed from the remaining provisions, which will continue to be valid and enforceable to the fullest extent permitted by applicable law.

16. Injunctive Relief

Licensee acknowledges and agrees that it would be difficult to fully compensate Licensor for damages resulting from the breach or threatened breach of this End User License Agreement or of its Intellectual Property Rights and, accordingly, that Licensor will be entitled to seek temporary and injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, (without the posting of any bond and without proof of actual damages) to protect its rights. This provision with respect to injunctive relief will not, however, diminish any right to claim and recover damages.

17. Standard Terms

No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Licensee may use in connection with the acquisition or licensing of the Software and related services will have any effect on the

rights, duties or obligations of the parties under, or otherwise modify, this End User License Agreement, regardless of any failure of Licensor to object to such terms, provisions or conditions. Accordingly, no terms and conditions of any Licensee purchase order shall modify the terms and conditions of this End User License Agreement, or add any additional or inconsistent terms for any reason or purpose whatsoever, regardless of any statement in a purchase order to the contrary.

18. Notices

Notices are deemed to have been received on the receipt date in the receipt confirmation. Notices must be addressed to the addresses of the parties provided in the applicable Product Order Form hereof. The address may be changed by Notice.

19. License Control Procedure

In case Licensor demonstrates to Licensee that it has reason to suspect that the Software is used by Licensee outside the limits of the license(s), Licensee will either resolve the situation by purchasing the required licenses against the then current list price, or demonstrate to Licensor that the suspicion is not justified. In case Licensor is not satisfied with the demonstration of Licensee, Parties will appoint a neutral third party to perform an audit to determine if the Software is used within the scope of the license(s). Licensee will give that third party access and assistance as may be necessary to perform this audit. The audit shall be conducted at Licensor's expense unless the audit establishes that Licensee's use of the Software exceeds the authorized use in which case Licensee will bear the cost of the audit and will immediately pay Licensor for any excess usage at Licensor's then current license list prices.

20. Data Exchange for Product Development

Licensee agrees to the fact that the Software will send test data to Licensor periodically. The data sent will be limited to aggregate performance data and will not contain any personal data. Licensor will treat the received data as Confidential Information.

21. Interpretation

In this End User License Agreement, words starting with a capital have the meaning as defined in this clause; 'Including' means 'including but not limited to'; Definitions of singulars apply also to the multiples of the same word; Definitions of verbs apply to all conjugations of it.

22. Applicable Law

(a) In case this End User License Agreement is signed by a Licensee not located in the United States of America, the law of The Netherlands shall govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this End User License

Agreement and all related Product Order Forms. The Vienna Convention on the International Sale of Goods shall not apply. Any dispute arising out of or in connection with this End User License Agreement that is not amicably resolved between the Parties will be submitted to the district court in Amsterdam, The Netherlands.

(b) In case this End User License Agreement is signed by a Licensee located in the United States of America, the law of the Commonwealth of Massachusetts shall govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this this End User License Agreement and all related Product Order Forms. The Vienna Convention on the International Sale of Goods shall not apply. Any dispute arising out of or in connection with this End User License Agreement that is not amicably resolved between the Parties will be submitted to the federal or state courts in Boston, Massachusetts, The United States of America.

Annex 1

Support Schedule

The following Support terms contained in this Schedule are part of the End User License Agreement.

1. Definitions

1.1 Update: a set of the Software in which software errors are being remedied, i.e. V4.0.a>> V4.0.b;

1.2 Version: a set of the Software in which in addition to possible corrections of software errors, small functional enhancements have been included, i.e. V4.1>> V4.2;

1.3 Release: a set of the Software in which substantial new – but successor – functionalities or other substantial changes are introduced, i.e. V4>>V5;

1.4 Schedule: this Support Schedule;

1.5 Support: (a) the provision, of generally available Updates and new Versions of the Software and the related on-line Documentation, (b) assistance during Service Hours by telephone or internet with respect to the Software including: (i) clarification of functions and features of the Software; (ii) clarification of the Documentation; (iii) guidance in the operation of the Software; and (iv) error verification, analysis and reasonable correction efforts by telephone and/or internet;

1.6 Service Hours: Licensors usual office hours of every Login support center as provided for on the Login VSI website;

1.7 Support Term: in case of a subscription license, the Term of the license, and in case of a perpetual license a period of twelve (12) months from the Effective Date and any extension thereof in accordance with article 4.1 of this Schedule;

1.8 Time and Material Fee: the hourly rate that will be charged to the Licensee for the actual work performed by Licensor's staff in providing professional services other than Support; the applicable fees will be agreed separately.

2. Support Services

2.1 Support is available during Service Hours. Licensee can use each of the available support centers. Support is provided in the English language.

2.2 The Software will be supported according to the following schedule:

- i. A Release will be supported for a period of twelve (12) months after the commercial release of the next Release provided that Licensee makes use of the last Version and Update of the first mentioned Release;
- ii. A Version will be supported for a period of six (6) months after the commercial release of the next Version, provided always that Licensee makes use of the last Update of the related Version; and
- iii. An Update will be supported for a period of one (1) month after the commercial release of the next Update.

2.3 The Support fee does not include services requested as a result of, or with respect to causes, which Licensor cannot reproduce on unmodified Software. If and when available, these services will be billed to Licensee at Licensor's then current rates. Causes which are not attributable to Licensor include but are not limited to customizations and improper installation by Licensee or Licensee's lack of compliance with section 2.4.2 below.

2.4 Licensor's provision of Support to Licensee is subject to the following:

- i. Licensee will provide Licensor with necessary access to Licensee's personnel and equipment during Service Hours. This access includes the ability to remotely access the equipment on which the Software is operating. Licensor shall at all times be bound by the Confidentiality provisions of the End User License Agreement, and will only disclose information within Licensor to those individuals who have to know in order to provide assistance in solving Licensee's problem;
- ii. Licensee will adopt and utilize all Updates, Versions and enhancements offered to Licensee previously and adhere to the Support service policy statements that might be released from time to time;

- iii. Licensee will provide supervision, control and management of the use of the Software. In addition, Licensee will implement procedures for the protection of information and the implementation of backup facilities for the event of errors or malfunction of the Software or equipment;
- iv. Licensee will document and promptly report all detected errors or malfunctions of the Software to Licensor. Licensee will take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Licensor;
- v. Licensee will maintain a current backup copy of all programs and data;
- vi. Licensee will properly train its personnel in the use and application of the Software;
- vii. If requested, Licensee will regularly provide sufficient data so as to facilitate testing of upgrade scripts, performance analysis and the like.

2.5 Licensee will appoint up to two (2) individuals within each of Licensee's Sites who have in-depth knowledge of the operation of the Software to serve as primary contacts between Licensee and Licensor regarding the registry and report of Support cases. All of Licensee's Support inquiries will be initialized through these contacts. Support services are limited to reasonable use by Licensee as described and updated from time to time on the Login VSI website.

2.6 If the Parties agree that a specific situation requires Support at Licensee's Site, Licensor will provide on-site support on a time and material basis at the then current rates. For on-site support reasonable traveling expenses and related costs for board and lodging as pre-approved in writing by Licensee, will be reimbursed to Licensor.

2.7 This Schedule reflects Licensor's terms and conditions with respect to the provision of Support in force as of the Effective Date. Licensee acknowledges that these terms are subject to change, however any changes will be subject to a 30 day prior Notice and may be introduced under the condition that the level of Support provided under this End User License Agreement will not diminish in quality.

2.8 Licensee acknowledges and agrees that the employees and consultants of Licensor who perform services pursuant to this End User License Agreement are a valuable asset to Licensor and are difficult to replace. Accordingly, Licensee hereby agrees that during the Support Term and for a period of twelve (12) months thereafter it will not – without Licensor's prior written consent – directly or indirectly offer employment as an employee, independent contractor, or consultant to any Licensor employee or consultant who performs any services hereunder.

3. Support for Subscription Licenses

For subscription licenses (Licenses with an expiration date) the fees are including Support. Licensee is entitled to Support for the same period as it is entitled to use the Software.

4. Term, Termination and Lapse of Support for Perpetual Licenses Only

4.1 This clause applies only to perpetual licenses and not to subscription licenses. Licensor's provision of Support to Licensee pursuant to this End User License Agreement will commence on the Effective Date and will continue for the first Support Term. The Support Term will automatically be extended with a twelve (12) month period, unless (i) the End User License Agreement is terminated by or before the end date of the then current Support Term, in which case the Support Term ends on the date of termination of the End User License Agreement; or (ii) a party provided a termination Notice to the other party at least thirty (30) days prior to the expiration of the then current Support Term. Termination of Support or failure to renew will not affect the End User License Agreement or any license to the Software thereunder.

4.2 If Licensee allows Support to lapse, and does not receive Support for a period of time, Licensor may thereafter renew Support at Licensee's request. In the event of renewal, Licensee will pay 150% of the then current Support fee pro rata over the period of lapse, plus the fee for the year following the moment of renewal. Subject to the notice period, Licensee may terminate Support at any time. Licensor may terminate Support upon Notice if Licensee breaches this Support Schedule or the End User License Agreement and fails to correct the breach within 30 days following the Notice specifying the breach.

4.3 The yearly fee for the first Support Term, if any, is as indicated in this End User License Agreement. Yearly fees for a contracted Support Term are non-cancelable and non-refundable. For any subsequent Support Term, the Support fee will be due and payable thirty (30) days before the commencement of such subsequent Support Term.

4.4 Licensor may modify the yearly fee for any Support Term.