Support Services Agreement

IF YOU PURCHASE SUPPORT SERVICES FROM LYNX, EITHER BY EXECUTING AN ORDER FORM OR THROUGH OUR WEBSITE OR PLATFORM, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS:

This Support Services Agreement ("Agreement") is between Lynx Software Technologies Inc. ("LYNX") and the legal entity ("Customer" or "you") identified in the applicable Order Form. This Agreement sets forth the terms and conditions under which LYNX provides Support Services for its Licensed Software Products. The Software License Agreement sets out the terms and conditions regarding the rights to and use of the Licensed Software Product(s).

Lynx may amend this Agreement from time to time by posting an amended version at its website and sending Customer notice thereof (an email to Customer's designated contact shall be deemed sufficient in this case). Such amendment will be deemed accepted and become effective thirty (30) days after such notice (the "Proposed Amendment Date") unless Customer first gives Lynx written notice of rejection of the amendment. In the event of such rejection, this agreement will continue it is existing form, and the amendment will become effective at the start of Customer's next License Term following the Proposed Amendment Date. Customer's continued use of the Support Services following the Proposed Amendment Date will confirm Customer's consent thereto.

There shall be no force or effect to any different or additional or pre-printed terms of any Customer purchase order, confirmation or similar form even if signed by the Parties after the date hereof.

DEFINITIONS:

(a) "**Advanced Porting Kit**": source code that may be provided to allow the Licensed Software Products to function on a specific computing device, board or target platform.

(b) "**Customer Support Contact**": the individual(s) designated in the Order Form and entitled to Support Services under this Agreement.

(c) "**Dedicated Support Manager**": a LYNX point of contact who is responsible for tracking Customer support requests through LYNX's internal processes.

(d) "**End of Life Licensed Software Products**": LYNX Licensed Software Products that are at least seven (7) years from the Licensed Software Product release date, but have not been declared Obsolete Licensed Software Products. Lynx, in its sole discretion, shall determine when the Licensed Software Products become End of Life Licensed Software Products. Lynx shall provide written notice to the Customer 12 months prior to making a determination that a Licensed Software Product becomes an End of Life Licensed Software Product.

(e) "**Generally Available Licensed Software Products**": LYNX Licensed Software Products that are less than seven (7) years from the Licensed Software Product release date.

(f) "**Licensed Software Products**": software products licensed from LYNX under a Software License Agreement.

(g) "**Non-Standard Platform**": a platform other than what is identified in the release notes of the Licensed Software Product.

(h) "**Obsolete Licensed Software Products**": LYNX Licensed Software Products that have been determined by Lynx, in its sole discretion, to no longer be End of Life Licensed Software Products. Lynx shall provide written notice to the Customer 12 months prior to making a determination that a Licensed Software Product becomes an Obsolete Licensed Software Product.

(i) "**Order Form**": an ordering document for Customer's purchase of Lynx Support Services that incorporates this Agreement by reference and is executed by both Parties.

(j) "**Point Patch Updates**": corrections of defects associated with a specific release of the Licensed Software Product.

(k) **"Reference Platform"**: a platform that has been extensively tested and is identified in the release notes of the Licensed Software Product.

(l) **"Release Updates":** releases that add functionality to a specific version of the Licensed Software Product.

(m) **"Release Upgrades":** new releases of the Licensed Software Product containing significant enhancements, new features or functionalities.

(n) **"Source Code":** human-readable text written in a specific programming language. For the purpose of this Agreement, this term includes the source code underlying the Licensed Software Product including any Release Updates.

(o) **"Validated Platform":** a platform that has been tested to conform with basic product features. Validated Platforms are identified in the release notes of the Licensed Software Product and may require more configuration tuning by the Customer's developers or system administrators.

1. LYNX RESPONSIBILITIES:

During the term of this Agreement, and in consideration of the applicable fees paid by Customer as specified in an Order Form, LYNX shall provide the following Support Services, during normal working hours, in support of the Licensed Software Products, to the person(s) designated as a Customer Support Contact.

(a) For Generally Available Licensed Software Products, LYNX shall provide Release Updates. LYNX shall not be obligated to develop or provide Release Updates according to any pre-determined schedule. Customer acknowledges that a Release Update implementation may require recompilation of files, and/or making other changes necessitated by the added functionality. LYNX shall provide Customer with one copy of each new Release Update, without additional charge. Release Updates shall be provided electronically.

(b) For Generally Available Licensed Software Products that are licensed under a Subscription License, LYNX shall provide Release Upgrades. LYNX shall not be obligated to develop or provide Release Upgrades according to any pre-determined schedule. Customer acknowledges that a Release Upgrade implementation may require recompilation of files, and/or making other changes necessitated by Errors Correction and/or the added functionality. LYNX shall provide Customer with one copy of each new Release Upgrade, without additional charge. Release Upgrades are included with an active Support Services Agreement for the quantity of licenses under support. LYNX shall not be obligated to develop or provide Release Upgrades according to any pre-determined schedule.

(c) LYNX shall provide Support Services for the Reference Platforms. For Non-Standard or Validated Platforms, the Customer shall arrange a separate engagement with Lynx to obtain Support Services.

(d) For Generally Available and End of Life Licensed Software Products, LYNX shall provide Point Patch Updates in the event that Customer requires an issue to be addressed prior to the next Release Update. For Obsolete Licensed Software Products, LYNX may, in its sole discretion, make commercially reasonable efforts to provide point patches on an as-needed basis as defined under a separate engagement with Lynx.

(e) LYNX shall provide Customer with access to a Support Services portal where Customer Support Contact shall submit Support Services tickets and track Support Services issues. Upon receipt of a Customer inquiry, LYNX shall perform a priority assessment to determine the priority level to be assigned to each inquiry.

(f) LYNX shall provide to Customer assistance in the following areas:
  i) Systems installation and configuration.
  ii) Command syntax and usage.
  iii) Advanced assistance with the use of LYNX facilities, system calls, driver facilities, and utilities at the application and interaction level.
  iv) Licensed Software Product comprehension and documentation use.
  v) General advice on the Licensed Software Product's features, capabilities and use.
  vi) General advice on the use of Lynx Advanced Porting Kit to enable a new platform.
  vii) Problem reporting.
  viii) Problem escalation.

(g) The following services are NOT provided under the terms of this Agreement:
   i)   Assistance with the theory of operation and/or the functioning of the internals.
   ii)   Participation in and/or assistance with the design process.
   iii) Application, Library or Device Driver programming and/or code generation.
   iv)   Generation of custom software.
   v)   Support Services for the new platform that is enabled by the Customer's use of the Lynx Advanced Porting Kit.
   vi)   Support Services for any binaries or object files which have been built from modified Source Code.
   vii) Basic training on OS, UNIX and/or programming fundamentals.

(h) Subject to the payment of applicable fees, for Generally Available and End of Life Licensed Software Products, Customer has an option to request that LYNX set up and maintain a Customer-identified source code repository branch, including the development tools and infrastructure used to create the Lynx products that are based on that source code (a "Frozen Branch").

Support Services for the Frozen Branch shall consist of the following:
   •   Keeping host system live so the target software can be built and supported
   •   Fixing safety defects
   •   Fixing critical bugs (defined as inhibiting customer to go in production)
   •   Assisting Customer with producing and deploying a binary image

Explicitly excluded from Support Services for the Frozen Branch are the following:
   •   New or current-feature back-porting or retrofit
   •   New feature enhancements
   •   Updates to the host tool chain(s)
   •   Assisting Customer with developing new application(s)

(i)   LYNX shall make training available to Customer according to the then current fees.

2. RESPONSE AND CORRECTION SCHEDULE:

(a) During normal working hours (exclusive of LYNX regular holidays), LYNX shall use due diligence and apply commercially reasonable efforts to respond to Customer inquiries according to the response times as specified in **Schedule A** attached hereto, based on the applicable level of support purchased pursuant to an Order Form.

(b) Following completion of the development of the error correction or resolution, LYNX shall provide the solution to Customer through a resolution or error correction remedy consisting of sufficient programming and operating instructions as required to implement a solution.

(c) LYNX may, in its sole discretion, include the resolution or error correction in subsequent Point Patch Updates to the Licensed Software Products.

(d) In some cases, the Licensed Software Products may not conform to the supporting documentation because of a documentation error, rather than a software error, in which case LYNX shall provide corrections to be applied to the supporting documentation.

(e) Customer shall supply all information reasonably necessary for LYNX to duplicate the reported problem. Upon receipt of such information, LYNX shall duplicate the problem. Once the problem has been duplicated by LYNX, the Target Resolution Period shall commence.

3. CUSTOMER RESPONSIBILITIES:

(a) Customer shall be responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces and other hardware and software necessary to operate the Licensed Software Products and to obtain from LYNX the services called for by this Agreement.

(b) Customer shall supply pertinent configuration data and additional information reasonably necessary for LYNX to duplicate and prioritize any problems reported by Customer. That is, in the event of an Error, Customer shall provide a sample program separate from Customer's product(s), which, when executed in conjunction with the Licensed Software Products on a Reference Platform, clearly illustrates the problem. Customer shall prioritize, in accordance with the relevant priority level, any such problem submitted to LYNX for resolution. Customer shall supply any additional information reasonably requested by LYNX and Customer shall make appropriate resources available to assist in the problem identification and resolution. Customer acknowledges that LYNX shall not be responsible for correcting any difficulties or software errors arising from the Customer's modifications to the Licensed Software Products or Point Patch Updates. Customer shall apply a test Point Patch Update to ensure that compatible support is provided.

(c) Customer shall designate and maintain a maximum of three (3) trained Customer Support Contacts required by this Agreement.

4. FEES AND CHARGES:

(a) Fees and charges for the services under the terms and conditions of this Agreement are based on LYNX'S current price list rate schedule. LYNX reserves the right to increase pricing if negotiation or modification to these terms is requested by the Customer. LYNX reserves the right to change its rate schedule and support services from time to time, and any such change shall be effective upon the revised price list date.

(b) Customer shall pay LYNX'S fees and charges based on a LYNX accepted Order Form.

(c) Customer must provide a Purchase Order for each subsequent annual support renewal thirty (30) days before the expiration of the then active Support Services Agreement. Any Support Services Agreement which lapses will incur a fee for reinstatement. The first month past due will incur a 20% fee against the total renewal price. Every month thereafter will incur an additional 5% fee against the original quoted renewal price. The reinstatement fee will be assessed on the first day after the lapse of support.

(d) Customer shall pay to LYNX all fees and charges incurred pursuant to this Agreement, including all charges for special maintenance services under this Agreement, within thirty (30) days the invoice date. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the lesser of 1.5 percent per month or the maximum rate allowed by law.

(e) All such fees and charges do not include use, license, and similar taxes or assessments, which are the responsibility of Customer.

5. SUBMITTING A SUPPORT REQUEST:

How to Submit a support request:
When submitting a support request, please include as much of the following information as possible:

1. Company Name
2. First and Last Name
3. Job Title
4. Phone Number
5. E-mail Address
6. Full Company Address

7	Licensed Software Product(s) including specific version(s)
8	Target platform (e.g. PowerPC®, ARM or Intel)
9	BSP
10	Current patch revision level
11	Development host OS version
12	Description of problem
13	Priority of problem - Critical, High, Medium, Low
14	Indicate if there is a requirement for a US citizen, Green Card holder, etc. to handle the request

Where to submit a support request:

by e-mail:	
Support, Europe, Asia-Pacific, Japan	tech_europe@lynx.com
Support, worldwide except Europe	support@lynx.com
Support, ITAR restricted	ITARsupport@lynx.com

> **by Support Portal:** *Support customers will receive an email containing the Support Portal link.*

6. CONFLICT BETWEEN AGREEMENTS:

IN THE EVENT OF A CONFLICT OR INCONSISTENCY BETWEEN THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE TERMS AND CONDITIONS OF THE SOFTWARE LICENSE AGREEMENT, THE TERMS AND CONDITIONS OF THE SOFTWARE LICENSE AGREEMENT SHALL PREVAIL.

7. LIMITED SERVICES WARRANTY:

LYNX warrants that the Support Services will be performed in a professional and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for the period of this Support Services Agreement (the "Warranty Period"). If, during the Warranty Period, LYNX receives written notice from Customer of non-conformity with the performance of the Support Services set forth herein, LYNX will, as Customer's sole and exclusive remedy and LYNX'S entire liability for any breach of the foregoing warranty, at LYNX's sole option and expense, promptly re-perform any Support Services that failed to meet this limited warranty. THE FOREGOING STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR WARRANTY CLAIMS RELATED TO THE SUPPORT SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LYNX AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY OR COMPLETENESS OF RESULTS, CONFORMANCE WITH DESCRIPTION, AND NONINFRINGEMENT. LYNX AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE.

8. LIMITATION OF LIABILITY:

LYNX'S LIABILITY ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO OBTAIN THE SERVICES. IN NO EVENT WILL LYNX, ITS SUPPLIERS, DISTRIBUTORS OR LICENSORS BE LIABLE FOR ANY LOSS OF DATA, LOST OPPORTUNITY OR PROFITS, COST OF COVER OR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING FROM THE USE OF THE SERVICES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THESE LIMITATIONS WILL APPLY EVEN IF LYNX OR AN AUTHORIZED

DISTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SUCH LIMITATION OF LIABILITY DOES NOT APPLY IN THE CASE OF FRAUD, WILLFUL INJURY TO PERSONS OR PROPERTY, OR FOR WILLFUL OR NEGLIGENT VIOLATION OF LAW. CUSTOMER ACKNOWLEDGES THAT THE AMOUNT PAID FOR THE SERVICES REFLECTS THIS ALLOCATION OF RISK.

9. TERM AND TERMINATION

(a) This Agreement becomes effective upon the execution of an Order Form, and, unless terminated earlier pursuant to any of this Agreement's express provisions or otherwise agreed to in writing by the Parties, will continue in effect for a period of 12 months.

(b) Lynx may terminate this Agreement, effective on written notice to Customer, if Customer fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after Lynx's delivery of written notice thereof.

(c) Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party breaches this Agreement, and such breach: (a) is incapable of cure; or (b) being capable of cure, remains uncured ten (10) days after the non-breaching Party provides the breaching Party with written notice of such breach.

(d) Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

10. GENERAL PROVISIONS:

This Agreement is the entire agreement between the parties relating to the subject matter hereof. In no event shall any pre-printed terms or conditions found on Customer's purchase order, invoice or other ordering document be considered an amendment or modification of this Agreement. Such pre-printed terms or conditions shall be considered null and of no effect and shall not be binding upon Lynx unless specifically agreed to in writing by an authorized agent of Lynx. The failure of either Party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other Party of any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of either Party to enforce each and every such provision thereafter. The express waiver by either Party of any provision, condition or requirement of this Agreement will not constitute a waiver of any future obligation to comply with such provision, condition or requirement. If any provision in this Agreement is be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, then the meaning of said provision will be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it will be severed from the remainder of this Agreement, which will remain in full force and effect. In such event, the parties shall negotiate, in good faith, a substitute, valid and enforceable provision, which most nearly effects the Parties' intent in entering into this Agreement. This Agreement is governed by the laws of the State of California without reference to its conflict of laws principles. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California, and the Parties agree and submit to the personal and exclusive jurisdiction and venue of these courts. In the event of litigation relating to this Agreement, the prevailing Party will be entitled to recover its reasonable attorney's fees and expenses. Headings used in this Agreement are included for reference purposes only and shall not be considered in construing or interpreting this Agreement.

Schedule A

Lynx Support Offering	Premium Support	PremiumPLUS Support	Extended Long Term Support (eLTS)	Frozen Branch Support
Licensed Software Product Lifecycle Phase	General Availability (GA) < 7years from release		End of Life (EOL) 7+ years from release	GA & EOL
Initial Acknowledgement of Customer Inquiry	Within 1 business day	Within 1 business day	Within 1 business day	Within 1 business day
First Technical Response	Within 2 business days	Within 1 business day	Within 2 business days	Within 1 business day
Critical Priority	TRP* within 15 business days	TRP within 10 business days	TRP within 15 business days	TRP within 10 business days
High Priority	TRP within 25 business days	TRP within 15 business days	TRP within 25 business days	TRP within 15 business days
Medium Priority	TRP within 30 business days	TRP within 20 business days	TRP within 30 business days	TRP within 20 business days
Low Priority	Issue addressed in next update or upgrade	Issue addressed in next update or upgrade	n/a	n/a
Dedicated Support Manager	No	Yes	No	Yes

*TRP = Target Resolution Period

PRIORITY OF CUSTOMER INQUIRY	DEFINITION/DESCRIPTION
Critical	An issue that is immediately and directly affecting Customer's ability to develop or deploy their product
High	An issue that causes Customer either an undue development hardship or will eventually create a Customer deployment problem
Medium	A feature does not work as documented, but a workaround exists, or an immediate fix is not needed
Low	An issue is cosmetic