

LEXMARK ENTERPRISE SOFTWARE - PURCHASE TERMS AND CONDITIONS

These terms and conditions, together with any order documents, statement(s) of work or additional documents executed by the parties constitute the complete agreement between Lexmark Enterprise Software (“Supplier”) and Customer and will govern all current and future transactions between Supplier and the Customer, unless otherwise agreed by the parties in writing. For avoidance of doubt, terms applicable to any services covered in a separately applicable statement of work also will be governed by the terms of these terms and condition. Any contrary terms on a purchase order document will be non-binding upon the parties unless mutually agreed to in writing. Acceptance and fulfillment of orders is at Supplier’s discretion and does not constitute Supplier’s acceptance of any contrary terms contained on any purchase order documents.

1. Software Licenses.

(a) The Licensed Software (meaning each of the computer programs, systems, including their associated documentation and other supplemental materials, and upgrades, enhancements and new releases thereof provided by Supplier to Customer that are proprietary to Supplier or licensed to Supplier by its suppliers) is licensed by Supplier to Customer upon the terms and conditions of the Lexmark Enterprise Software End User License Agreement (<http://www.lexmark.com/enterprisesoftware-eula>), which End User License Agreement is hereby incorporated into and made a part of the agreement between Supplier and Customer by this reference as if fully set forth herein and is accepted by Customer upon download, no signature required. Supplier’s warranties concerning the Licensed Software are provided in the End User License Agreement.

(b) The fees for the Licensed Software are invoiced upon Customer’s execution of an order or other written agreement between Supplier and Customer for the purchase of the licenses of the Licensed Software (the “Effective Date”), and the Licensed Software is available to Customer for download at the time of invoicing. Customer’s obligation to pay the fees for the Licensed Software is wholly independent of Supplier’s performance of any Professional Services purchased with the Licensed Software licenses.

(c) Additional licenses of the Licensed Software purchased by Customer following the Effective Date will be priced at Supplier’s then-current pricing for such Licensed Software, unless otherwise agreed to in writing by the parties.

(d) Customer will cause its application environment to meet and comply with the specifications and requirements necessary for implementation and execution of the Licensed Software, and for operating and providing maintenance, service, security and administration for such application environment. Customer will regularly make, validate and backup and keep safe copies of its information and other data processed by or used in connection with the Licensed Software suitable for restoring such information and data in the event of a data loss event.

2. Professional Services.

(a) Professional Services (meaning the implementation, consulting, and other Supplier-provided services) are provided for the project scope as described in any applicable statement of work.

(b) Each Professional Services engagement between Customer and Supplier will be a separate and distinct transaction from Customer’s license of the Licensed Software, and Customer’s payment obligations with respect to the Licensed Software are wholly independent of and not contingent upon Supplier’s performance of any Professional Services.

(c) If the commencement of the Professional Services are delayed beyond ninety (90) days of the Effective Date because of Customer’s request or Customer’s failure to meet its responsibilities as provided in any applicable statement of work or otherwise agreed upon in writing by the parties, then the implementation of the Licensed Software will be closed and Supplier may reset the rates for such Professional Services to Supplier’s then-current rates on the date such implementation resumes.

(d) Customer will provide Supplier with timely access to Customer’s facilities and to an adequate work area to perform the Professional Services, and will provide timely participation of Customer’s functional and/or information technology staff as necessary for the delivery of the Professional Services and Software Maintenance and Support.

(e) Professional Services are invoiced monthly as incurred unless otherwise agreed in writing by the parties.

(f) Travel and living expenses are invoiced monthly as incurred unless otherwise agreed in writing by the parties.

(g) Additional Professional Services outside the scope illustrated in a written agreement between Supplier and Customer are provided at Supplier’s then-current rates, or as otherwise may be agreed upon in writing by Supplier and Customer. The additional Professional Services and rate will be as provided in a project change request form signed by Supplier and Customer prior to the commencement of such Professional Services.

3. Software Maintenance and Support.

(a) Software Maintenance and Support for the Licensed Software (meaning the maintenance and support of the Licensed Software as described in the Software Maintenance and Support Agreement attached hereto as Schedule A and incorporated herein by this reference) is activated and available immediately upon the Effective Date and the payment of Software Maintenance and Support fees as set forth in the applicable sales order, such fees which are invoiced along with the Licensed Software.

(b) The initial term of the Software Maintenance and Support will be for a period of one (1) year commencing on the Effective Date and ending on the last calendar day of the month of the first anniversary of the Effective Date unless such other terms in agreed to by the parties in writing.

(c) Following the expiration of the initial term of the Software Maintenance and Support Term, the Software Maintenance and Support will automatically renew for all of the Licensed Software for additional consecutive one (1) year renewal terms, unless Customer provides Supplier written notice of the non-renewal of the Software Maintenance and Support for all of the Licensed Software at least ten (10) days prior to the end of the then current term. If Software Maintenance and Support expires or is terminated for any reason, Software Maintenance and Support may be reinstated only upon Supplier's written agreement upon such terms as Supplier requires. Supplier will have no liability to Customer for any damages arising from any cessation of Software Maintenance and Support if Customer does not renew Software Maintenance and Support or pay the Software Maintenance and Support fees for such renewal.

(d) The Software Maintenance and Support fees for each Renewal Software Maintenance and Support Term will be at Supplier's then-current pricing for such Software Maintenance and Support unless otherwise agreed by the parties in writing.

(e) Supplier will provide Customer, by e-mail or USPS mail, a renewal notice and invoice for the Software Maintenance and Support fees for the next successive Renewal Software Maintenance and Support Term not less than thirty (30) days prior to the expiration of the then current Software Maintenance and Support Term.

(f) Licensed Software support services outside the scope provided in the Software Maintenance and Support Agreement are provided at Supplier's then-current rates for such services, such rates which Supplier may increase from time to time following the Effective Date.

(g) Software Maintenance and Support may not extend to any third party software licenses re-sold by Supplier to Customer.

(h) Following a release of a new major version of the Licensed Software, Supplier will continue to provide Software Maintenance and Support for the previous major versions of the Licensed Software, together with all minor, service pack and hotfix versions of such previous major versions of the Licensed Software in accordance with Supplier's End of Life (EOL) Policy. Supplier reserves the right, however, to discontinue Software Maintenance and Support for previous major versions of the Licensed Software if the manufacturer of the hardware or software technologies upon which the Licensed Software runs, with which the Licensed Software interfaces, and/or upon which the Licensed Software relies, discontinues support and maintenance of such hardware or software technologies, or if the industry in general identifies major flaws in such hardware or software technologies.

(i) Software Maintenance and Support may not include software programs offered by Supplier that include functionality separate from the Licensed Software and that is unique to said software programs, or otherwise has a value and quality separate from the Licensed Software, any of which Supplier may price, market and offer separately from the Licensed Software.

4. Training.

(a) Training is provided as set forth in an order or other written agreement between Supplier and Customer and at the prices stated therein ("Training").

(b) Any discounts granted for the Training, such as those for multiple attendees, are valid for the period specified at the time such discount is extended. Attendees completing Training after the stated discount period will be billed at Supplier's then-current rates for such Training.

(c) Training is invoiced as ordered or incurred.

(d) Additional training may be provided at Supplier's then-current rates.

5. Fees. All fees for the licenses of the Licensed Software, the Professional Services, Software Maintenance and Support and/or other services are payable within thirty (30) calendar days after invoice date, and interest shall accrue on invoiced amounts not paid within such thirty (30) calendar days at the lower of 1.5 percent (1.5%) per month for each month (or fraction thereof) that payment is not received by Supplier, or the maximum percentage allowed by applicable law. All such fees are nonrefundable, non-cancellable and exclusive of taxes, shipping or freight. Supplier may invoke any or all available remedies if any payment is not made when due, including the right to suspend its performance under the agreement between Supplier and Customer without any liability to Customer for any damages arising from or related to such suspension of performance. Customer will reimburse Supplier for all costs and expenses arising from Supplier's collection of amounts due under the agreement between Supplier and Customer, including, without limitation, reasonable attorneys' fees.

6. Warranties.

(a) Supplier warrants that it has the legal right to enter into the agreement between Supplier and Customer, to provide the Software Maintenance and Support, Professional Services and other services to Customer, and that the Software Maintenance and Support and Professional Services will be performed in a professional manner by personnel familiar with the Licensed Software. The terms and conditions related to Customer's license and use of the Licensed Software, including Supplier's warranties concerning the Licensed Software, are provided in the End User License Agreement.

(b) If Customer is dissatisfied with any Software Maintenance and Support or Professional Services, Customer will within thirty (30) days calendar days following the completion of the Software Maintenance and Support or Professional Services provide Supplier written notice describing the specific basis for such dissatisfaction, and Supplier will arrange for the performance of such Software Maintenance and Support or Professional Services to the warranted level.

(c) Supplier's warranties do not extend to any interference with or failure or degradation of the performance of the Licensed Software caused by (i) Customer's failure to meet and comply with Supplier's specifications and requirements, including as provided in the Software Maintenance and Support Agreement, (ii) Customer's violation of any restrictions upon the use of the Licensed Software, or (iii) Customer's installation of any other software, hardware, product or apparatus in the Customer's application environment following the installation of the Licensed Software.

(d) SUPPLIER MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE SOFTWARE MAINTENANCE AND SUPPORT OR PROFESSIONAL SERVICES, EXPRESSED OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED HEREIN, AND EXPRESSLY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR SKILL AND CARE.

7. Other Terms.

(a) Any modification to the agreement between Supplier and Customer, including any resultant changes to pricing or project schedules, will be made pursuant to a written change order or amendment that is signed by Supplier and Customer. Each such change order or amendment will set forth in reasonable detail the nature of the changes change in the Licensed Software, Professional Services or other aspect being changed, any recommended change in personnel or other deliverables, any change in fees, and any other impact the change order will have on the agreement between Supplier and Customer.

(b) Customer will hold harmless, indemnify and defend Supplier, its affiliates and their respective officers, directors, agents and employees from and against any and all claims (including any and all liabilities, damages, losses, costs and expenses and reasonable attorneys' fees) arising out of any action or proceeding brought by a third party against any one or more of such parties related to any act or omission by Customer which is a breach by Customer of any of its obligations under the agreement between Supplier and Customer.

(c) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER SUPPLIER OR CUSTOMER BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR OTHER ECONOMIC LOSS, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF BUSINESS, PROFITS, REVENUE, GOODWILL, USE, OR DATA), EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION ARISING OUT OF TERMINATION OF THE AGREEMENT BETWEEN SUPPLIER AND CUSTOMER, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, PRODUCT LIABILITY AND ANY OTHER TORTS. UNLESS PROHIBITED BY LAW, THE MAXIMUM AGGREGATE CUMULATIVE AMOUNT OF MONEY DAMAGES FOR WHICH EITHER PARTY MAY BE LIABLE UNDER THE AGREEMENT BETWEEN SUPPLIER AND CUSTOMER WILL BE LIMITED TO THE AMOUNTS ACTUALLY PAID OR PAYABLE BY CUSTOMER TO SUPPLIER FOR THE AFFECTED LICENSED SOFTWARE OR SERVICES UNDER THE AGREEMENT BETWEEN SUPPLIER AND CUSTOMER DURING THE EIGHTEEN (18) MONTHS PRECEDING A CLAIM.

(d) Supplier will retain all title to and ownership of all proprietary documentation, software, techniques, tools and processes used by Supplier and/or developed by Supplier in performing its obligations under the agreement including but not limited to providing the Professional Services and Software Maintenance and Support or in utilizing the Licensed Software or any tools associated with the Licensed Software, including, without limitation, all written materials, copyright and patent rights, and other intellectual property rights.

(e) Supplier may terminate the agreement between Supplier and Customer: (i) at any time upon written notice if Customer breaches the End User License Agreement, or (ii) effective thirty (30) days after written notice to Customer in the event that Customer breaches any material provision of the agreement between Supplier and Customer and has not cured such breach within such thirty (30) day period (except for breach of a payment obligation which will have a ten (10) day cure period). Upon termination or expiration of the agreement between Supplier and Customer, all rights granted to Customer by Supplier under the agreement will immediately cease, Supplier may seek any remedy it may have for breach of the agreement, and Customer will not be entitled to a refund of any fees or other amounts paid by Customer to Supplier.

(f) Supplier will maintain the confidentiality of, and agrees to use the same care to prevent disclosure of Customer's confidential information as Supplier employs to avoid disclosure, publication or dissemination of its own information of a similar nature, but in no event less than a reasonable standard of care. Supplier, however, may disclose confidential information to its employees, directors, officers, affiliates, agents, subcontractors, attorneys, accountants or professional advisors, who have a need to have access to the confidential information in providing the Professional Services and Software Maintenance and Support.

(g) The terms of the agreement between Supplier and Customer that by their nature and context are intended to survive any termination or expiration of such agreement will survive such termination or expiration for any reason and will be fully enforceable thereafter, including, without limitation, the terms governing payment, indemnification, limitation of liability, ownership of intellectual property, and term and termination.

(h) Notices pursuant to the agreement between Supplier and Customer must be in writing and will be deemed effectively delivered to a party when delivered at the address most recently provided by such party to the other party in any order document, statement of work or other additional documents executed by the parties and which is part of the agreement between Supplier and Customer. Notices may be delivered: (a) by email using a method that positively establishes receipt of the email by the recipient; (b) by personal, same or next day delivery; or (c) by commercial overnight courier with written verification of delivery. All notices so given will be deemed given upon the earlier of receipt or three (3) days after dispatch.

(i) No failure to exercise or delay in exercising any right, power, or remedy under the agreement between Supplier and Customer operates as a waiver of such right, power, or remedy. A single or partial exercise of any right, power, or remedy does not preclude any other or further exercise of that or any other right, power, or remedy. A waiver is not valid or binding on the party granting the waiver unless made in writing.

(j) The agreement between Supplier and Customer will be construed and governed in accordance with the laws of the State of Delaware, without regard to any rules of conflicts or choice of law provisions that would require the application of the laws of any other jurisdiction. In each case, the agreement between Supplier and Customer will be construed and enforced without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act.

(k) Customer may not assign or otherwise transfer the agreement between Supplier and Customer or any of rights or obligations therein, including any assignment or transfer incident to the acquisition of Customer's equity interests or Customer's merger or consolidation with another entity or by operation of law, without Supplier's prior written consent. The agreement between Supplier and Customer will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

(l) The agreement between Supplier and Customer, including the End User License Agreement, the Software Maintenance and Support Agreement and any Supplier sales orders, each of which are incorporated herein by this reference, constitutes the entire understanding and agreement between the parties with respect to the subject matter of the agreement between Supplier and Customer and supersedes all previous agreements and communications between the parties concerning such subject matter. No modifications may be made to the agreement between Supplier and Customer except in writing, signed by both parties.

(m) Neither party will be liable or deemed to be in default for any delay or failure in performance under the agreement between Supplier and Customer (except for Customer's payment obligations) resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes or any causes beyond its reasonable control; provided that the party failing to perform in any such event will promptly resume or remedy, as the case may be, the performance of its obligations hereunder as soon as practicable.

(n) Customer will comply with any and all laws and governmental requirements that apply to its performance under the agreement between Supplier and Customer. Customer is solely responsible for determining and complying with any and all laws and governmental requirements applicable or incident to Customer's use of the Licensed Software, including, without limitation, data protection laws affecting Customer's use or the retention of data, including any obligation to obtain consents related to any disclosure of personal data.

Schedule A – Supplier Software Maintenance and Support Agreement

1. Definitions

“Defects” mean a material difference between the functionality of the Licensed Software and the applicable published User Documentation for such Licensed Software that is reported to and replicable by Supplier. Supplier will determine what functions the Licensed Software was designed to perform.

“Case” means the file, contained within the Supplier’s Issue tracking system, which contains information about interventions made by Supplier support personnel on behalf of Customer, as well as communications between Supplier support personnel and Customer regarding status of an Issue. A Case will have a unique reference ID (Case ID).

“Issue” means a question relating to a specific, discrete behavior of the Licensed Software that can be answered by isolating its origin to a single cause.

“Support Request” means a request for assistance from Customer to Supplier Support with respect to the Licensed Software’s functionality or behavior.

“Support Portal” means Supplier’s online support resource for all Licensed Software.

“Third Party Products” means software not provided by Supplier as part of the Licensed Software, but that is required to ensure successful delivery of the Customer’s solution.

2. Scope of Software Maintenance

2.1 Access to periodic version releases and software patches of the Licensed Software providing corrections to Defects, and, at the discretion of Supplier, modifications to the Licensed Software architecture, design, user experience, functionality or providing new functionality to the Licensed Software subject to Supplier’s Release Strategy and End of Life Policy.

2.2 Notification of any new version releases and software patches for the Licensed Software, such notification provided by Supplier’s posting on the Support Portal of the availability of such releases and patches.

2.3 Provision of updated documentation for new version releases and software patches as necessary on the Support Portal.

3. Scope of Support

3.1 Support for published and released Licensed Software functionality as defined by the Supplier Release Strategy and End of Life Policy.

3.2 Depending on the level of Supplier Maintenance and Support purchased, access to Supplier Support, with engagement within two (2) hours, either:

3.2.1 During the Supplier Support’s regional business hours of the primary customer location, such availability as further described on the Support Portal, or

3.2.2 Twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

3.3 Supplier Software Maintenance and Support available to two Customer named contacts, subject to Customer’s compliance with the Customer responsibilities as described in Section 4 below.

3.4 An unlimited number of Support Requests allowed per year.

3.5 Online access to the Support Portal which includes product documentation, knowledgebase information and which allows for submission of Support Requests, access to Licensed Software downloads, and access to Supplier’s user communities. Customers are required to have a valid user ID and password to access online support.

3.6 Supplier will deliver the Supplier Support remotely. Support assistance must be requested via online Case submission or phone. If Supplier and Customer agree that onsite services are necessary to address any Licensed Software Issue, then in each such event Supplier will invoice Customer for reimbursable expenses incurred by Supplier in providing such onsite services, and Customer will pay the invoiced amount per the payment terms provided in the Agreement between Supplier and Customer for the license of the Licensed Software.

4. Customer Responsibilities

4.1 In addition to the Customer’s responsibilities as set forth in the Agreement between Supplier and Customer for the Licensed Software, the Customer will be solely responsible, at the Customer’s expense, to:

4.1.1 Notify Supplier immediately of any support or maintenance Issues.

4.1.2 Train users on use of the Licensed Software.

4.1.3 Be familiar with and leverage the use of the Support Portal, and ensure that each person engaging Supplier support personnel is trained and where required by Supplier certified in order to fulfill the Customer responsibilities defined in this Software Maintenance and Support Agreement.

4.1.4 Maintain the confidentiality of and prevent disclosure of any information, technical data and other information made available to Customer through the Support Portal, user groups and user forums provided by Supplier.

4.1.5 Apply all new version releases and software patches in a timely manner to ensure conformance with Supplier Release Strategy and End of Life Policy.

4.1.6 Designate a key contact for software maintenance and support communications in the manner requested by Supplier. Supplier may limit Software Maintenance and Support communications to designated key contacts. Supplier may require Customer to deliver to Supplier a third party authorization agreement as a precondition to Supplier working with Customer's third party consultants in the implementation and/or support of the Licensed Software.

4.1.7 Provide Supplier with timely access, remote and/or onsite as applicable, to Customer's facilities, including Customer's servers upon which the Licensed Software runs, with which the Licensed Software interfaces, and/or upon which the Licensed Software relies, including but not limited to the database server with which the Licensed Software interfaces for the purpose of troubleshooting or of acquiring data pertinent to Supplier support personnel to carry out its support obligations for Issues being experienced with the Licensed Software.

4.1.8 Provide Supplier timely return of requested troubleshooting data, including, but not limited to, Licensed Software error messages, system error messages, sequence of actions taken to reproduce an Issue, Licensed Software log files, and information concerning changes made to the Licensed Software by Customer, in order for Supplier Support to carry out its support obligations for Issues being experienced with the Licensed Software.

4.1.9 Follow backup and maintenance procedures for the Licensed Software, and software upon which the Licensed Software runs, with which the Licensed Software interfaces, and/or upon which the Licensed Software relies, and be fully responsible for such backups. Support does not include consulting services to restore Customer servers, workstations, data repositories or Licensed Software to its original Supplier-installed configuration in the event of damaged or lost data which are solely Customer's responsibility.

4.1.10 Cause Customer's application environment to meet and comply with the specifications and requirements set forth in Supplier's Technical Specifications, and otherwise assume responsibility for all standard IT/IS infrastructure requirements, including the purchase, maintenance, administration and service of hardware and software upon which the Licensed Software runs, with which the Licensed Software interfaces, and/or upon which the Licensed Software relies, up to and including as appropriate:

4.1.10.1 An efficient and functioning computer network which meets or exceeds the functional specifications required for operation of the Licensed Software.

4.1.10.2 Appropriate computer equipment in proper working condition, up to and including servers and workstations.

4.1.10.3 Maintain a virus free network and computer equipment environment in which the Licensed Software runs, interfaces with, and/or relies upon.

4.1.10.4 A database with which the Licensed Software interfaces, updated per manufacturer's recommendations and properly tuned and maintained for acceptable performance.

4.1.10.5 A firewall appropriately configured to allow all Licensed Software related communications to traverse the network per the functional specifications required for operation of the Licensed Software.

4.1.10.6 A web application server in proper working condition, in the event that Customer purchases web client licenses of the Licensed Software or "combo" full/web client licenses of the Licensed Software.

4.1.10.7 A messaging server and software in proper working condition, such as Microsoft Exchange.

4.1.11 If Supplier is required to provide Support services to Customer to remedy any Licensed Software support or performance issues caused by or resulting from Customer's failure to comply with Customer's responsibilities as provided above or in the Agreement between Supplier and Customer for the license of the Licensed Software, then in each such event Supplier will invoice Customer for all fees at Supplier's then-current hourly rate for the services provided by Supplier and for all reimbursable expenses incurred by Supplier in providing such services, and Customer will pay the invoiced amount per the payment terms provided in the Agreement between Supplier and Customer for the licenses of the Licensed Software.

5. Exclusions

5.1 Support does not include new software solutions or modules that are normally licensed by Supplier separately from the Licensed Software pertaining to this Agreement.

5.2 Supplier's obligation to provide Software Maintenance and Support will not extend to any interference with or failure or degradation of the performance of the Licensed Software caused by (a) Customer's failure to meet and comply with Customer's responsibilities as provided above or in the Agreement between Supplier and Customer for the license of the Licensed Software, or the specifications and requirements set forth in Supplier's Technical Specifications as necessary for implementation and/or execution of the Licensed Software, including as provided above or in the Agreement, (b) Customer's violation of any restrictions upon the use of the Licensed Software as provided in the End User License Agreement, including, without limitation, any modification or enhancement of the Licensed Software, or (c) Customer's installation, without Supplier's prior written approval, of any other software, hardware, product or apparatus in the Customer's application environment following the installation of the Licensed Software.

5.3 Support does not include correction of Issues caused by interference with functionality of the Licensed Software due to Third Party Products, including, but not limited to, operating systems, hardware, software or network environment, not approved in Supplier's Technical Specifications. Such Third Party Products may need to be updated in compliance with Supplier Technical Specifications to ensure proper functioning of the Licensed Software. Support further does not include correction of Issues caused by interconnection or integration of the Licensed Software with Third Party Products not designated as in compliance with Supplier's Technical Specifications. If after analysis it is determined that an Issue is caused by a Third Party Product, then in each such event Supplier will invoice Customer for reimbursable expenses incurred by Supplier in providing such services, and Customer will pay the invoiced amount per the payment terms provided in the agreement between Supplier and Customer for the license of the Licensed Software.

5.4 Support does not include the installation, upgrade, implementation or migration of new version releases or software patches of the Licensed Software or correction of Issues experienced as a result of incorrect installation of version releases and software patches of the Licensed Software. Furthermore, support does not include systems engineering, code programming or operations procedures of any sort.

5.5 Support does not include the correction of Issues caused by computer viruses or security breaches or force majeure factors.

5.6 Support does not include the operation of the Licensed Software, including, but not limited to, administration, script creation and report generation.