

## SERVICE AGREEMENT

*Capitalised terms shall have the meaning given to those terms in Exhibit A.*

### 1. Term

Notwithstanding the date of signature of this Agreement, this Agreement shall commence on the Effective Date and shall continue to remain of full force and effect for the Term or until such time as it is terminated in accordance with clause 10. During the Term, the Service Provider shall provide the Services to the End User.

### 2. Services

- 2.1. Subject to clause 2.2, the Service Provider and/or its Affiliates shall provide the End User with the Services (as they are described in the Order Form) for the Term.
- 2.2. The provision of the Services by the Service Provider to the End User shall be subject to (i) the End User's compliance with the terms and conditions contained in this Agreement; and (ii) the limitations, if any, imposed on such Services in the Order Form.
- 2.3. Unless otherwise agreed between the Parties in writing, the Service Provider will not, as a part of the Services, be responsible under this Agreement for: (i) the modification, enhancement or other improvement of any software to fit the End User's business requirements; (ii) the correction of any program errors as a result of misuse of software by anyone; or (iii) the preparation or conversion of data into the form required for use with any software.
- 2.4. The Service Provider hereby warrants that the Services will be performed by qualified personnel in a professional manner conforming with generally accepted industry standards and practices.
- 2.5. Save for what is set out in clause 2.4, all other warranties, conditions and/or representations in respect of the Services, whether express or implied by statute, common law, custom, trade usage, or otherwise, including without limitation any implied terms, conditions or warranties of satisfaction quality, fitness for a particular purpose or non-infringement are hereby excluded to the fullest extent permitted by law.
- 2.6. The Service Provider may use certain proprietary software and/or documentation in furnishing the Services (the "Toolkit"). The Toolkit is owned by the Service Provider (and/or its suppliers) and constitutes Intellectual Property belonging to the Service Provider for purposes of this Agreement. As such, the End User agrees not to use the Toolkit for any purpose, relicense it, copy it in whole or in part, modify, reverse engineer, decompile or disassemble the Toolkit. Upon termination of this Agreement, the End User shall treat the Toolkit as Confidential Information in accordance with clause 11.3.2.
- 2.7. Support Services

As set out in the Order Form, the Services may include the Support Services. The End User shall be entitled to receive the Support Services from the Service Provider for the duration of this Agreement in accordance with the terms, conditions and procedures set out in **Exhibit B**.

### **3. Fees**

- 3.1. The provision of the Service by the Service Provider to the End User shall, at all times, be subject to the payment of the Fees in accordance with this clause 3. The End User shall pay the Fees on the relevant payment dates stipulated in the Order Form or an invoice issued by the Service Provider, whichever is the earlier. The Fees shall be paid without deduction, demand or set off.
- 3.2. The Service Provider reserves the right to amend the Fees if the currency set out in the Order Form weakens by 5% or more against the USD\$ or EURO€ from the date on which the Order Form is executed to the date on which the Service Provider issues an invoice for payment of the Fees.
- 3.3. Except as expressly provided for in this Agreement, the End User shall not be entitled to a refund in respect of any Fees. Any late payment of Fees in terms of this Agreement shall accrue interest at a rate of 15% (fifteen percent) per annum from the date on which payment was due.
- 3.4. In the event that the End User fails to make payment of the Fees in accordance with the terms of this Agreement, the Service Provider shall be entitled to suspend delivery of the Service.

### **4. Confidential Information**

- 4.1. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. The Receiving Party shall (i) take all reasonable steps to keep Confidential Information strictly confidential; (ii) not disclose any Confidential Information to any person other than its Representatives who are involved in the performance of this Agreement; (iii) not use Confidential Information for any purpose other than in connection with the Parties' performance of this Agreement; and (iv) not disclose to any person (other than its Representatives) any information about this Agreement.
- 4.2. The Receiving Party shall be responsible for any breach of the terms of clause 4.1 by it or its Representatives. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (i) is independently developed by Receiving Party without reference to the Disclosing Party's Confidential Information; (ii) is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (iii) has become generally available to the public without breach of this Agreement; (iv) at the time of disclosure was known to the Receiving Party free of restriction; or (v) the Disclosing Party agrees in writing is free of such restrictions.
- 4.3. In the event that the Receiving Party or any of its Representatives are requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Confidential Information, the receiving party shall provide the Disclosing Party with prompt notice of such request or requirement in order to enable the Disclosing Party: (i) to seek an appropriate protective order or other remedy; (ii) to consult with the Receiving Party with respect to the Disclosing Party's taking steps to resist or narrow the scope of such request or legal process; or (iii) to waive compliance, in whole or in part, with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, the Receiving Party or its Representatives shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally required to be disclosed and to require that all Confidential Information that is so disclosed will be accorded

confidential treatment. Either Party's liability for any breach of the foregoing confidentiality undertakings shall not be subject to any liability limitation otherwise applicable under this Agreement.

## **5. Intellectual Property Rights**

- 5.1. Unless otherwise agreed between the Parties in writing, all Intellectual Property Rights embodied in the Services, shall be the sole and exclusive property of the Service Provider or its Affiliates, or their licensors. All rights not expressly granted in this Agreement are reserved by the Service Provider.
- 5.2. The End User undertakes, while this Agreement is in force and at any time thereafter, not to challenge the right, title and interest (including the Intellectual Property Rights) of the Service Provider and/or its Affiliates in respect of the Services, nor to assist any third party directly or indirectly to do so.

## **6. Limitation of Liability and Exclusions**

- 6.1. Under no circumstances shall the Service Provider be liable to the End User or any other entity or person for –
  - 6.1.1. an amount of damages, in aggregate, in excess of (a) the Fees paid by the End User to the Service Provider during the 12 (twelve) month period immediately preceding the date on which the claim was made;
  - 6.1.2. loss of goodwill or business profits, contracts, revenue, anticipated savings, reputation work stoppage, data loss, computer failure or malfunction;
  - 6.1.3. claims or damages arising from damage to or loss of data;
  - 6.1.4. charges levied by third parties, payments made to third parties, costs of recovering debt, administrative costs, or
  - 6.1.5. special or incidental, consequential or indirect damages or exemplary or punitive damages.
- 6.2. It is expressly understood and agreed that each and every provision of this Agreement which provides for a limitation of liability, disclaimer, warranties or exclusion of damages is intended by the Parties to be severable and independent of any other provision and shall be enforced as such.
- 6.3. The limitations and exclusions set out in clause 6.1 shall not apply to (i) wilful misconduct, fraud, personal injury or death caused by negligence; (ii) unauthorized use or disclosure of Confidential Information; (iii) any other liability which cannot be excluded or limited by applicable law.

## **7. Data Masking**

The End User hereby warrants that any and all Data provided by the End User to the Service Provider shall be transmitted to the Service Provider in Masked format. The End User hereby indemnifies the Service Provider and/or its Affiliates, including their officers, employees, agents and subcontractors, from and against any and all claims, liabilities, losses, damages and costs arising from or relating to Data that is shared by the End User with the Service Provider in a format other than Masked format.

## **8. Non-Circumvention**

It is the intention of the End User to acquire the Services from the Service Provider. Accordingly, the End User hereby warrants that it shall not, during the Term and, for a period of 180 (one hundred and eighty) days after termination and/or expiry of this Agreement, (i) Circumvent the Service Provider in the provision of the Service; (ii) take any action which would adversely affect or otherwise hinder or frustrate the ability of the Service Provider to provide the Service; (iii) take any action to Circumvent the terms of this Agreement; or (iv) acquire the Services from another supplier of such services.

## **9. Non-Solicitation**

9.1. Each Party warrants, represents and undertakes that it shall not, and it warrants, represents and undertakes that it shall procure that its Representatives shall not, without the prior written approval of a duly authorised director of the other Party, at any time for the duration of this Agreement and for a period of 12 (twelve) months thereafter, whether as proprietor, partner, director, shareholder, member, employee, consultant, contractor, financier, agent, representative, assistant, trustee or beneficiary of a trust, controller of any entity or otherwise and whether for reward or not, directly or indirectly:

9.1.1. encourage or entice or incite or persuade or induce any employee of the other Party to terminate his employment with such Party; or

9.1.2. furnish any information or advice to any employee then employed by the other Party or use any other means which are, in the ordinary course of events, calculated to result in any such employee terminating his employment with such Party and/or becoming employed by, or directly or indirectly in any way interested in or associated with any other company, close corporation, firm, undertaking or concern;

or attempt to do so.

9.2. To the extent that an employee is successfully recruited by a Party during the period described in clause 9.1, and only if the other Party consents to such recruitment in writing, the recruiting Party shall pay the other Party a fee equal to 300% (three hundred percent) of the gross annual package (including any quantifiable bonuses or incentives and annualised if necessary) paid by the other Party to the employee concerned.

## **10. Termination**

In addition to any other rights and/or remedies that a Party may have in terms of this Agreement, this Agreement may be terminated -

10.1. by the End User, if the Service Provider commits a material breach of this Agreement and the Service Provider fails to remedy such breach within 14 (fourteen) days of written notice thereof from the End User.

10.2. by the Service Provider, if the End User commits a material breach of this Agreement and the End User fails to remedy such breach within 14 (fourteen) days of written notice thereof from the Manager Service Provider.

- 10.3. immediately by either Party if the other Party (i) is placed in provisional or final liquidation; (ii) passes a resolution for the voluntary winding up of the business; (iii) takes steps to wind up on the grounds of its inability to pay its debts; (iv) compromises with its creditors; (v) resolves voluntarily to begin business rescue proceedings or has an order granted placing it in business rescue; or (vi) makes an assignment for the benefit of its creditors.
- 10.4. immediately by the Service Provider if the End User fails to (i) pay the Fees; or (ii) comply with this Agreement.
- 10.5. by the Service Provider on 30 (thirty) days written notice to the End User.

## **11. Effect of Termination**

- 11.1. In the event of termination of this Agreement in terms of clause 10.2, clause 10.3 or clause 10.4, the End User shall not be relieved of its obligation to pay Fees that remain unpaid. The Fees that would have, but for termination, become payable by the End User for the remainder of the Term shall become immediately due, owing and payable. The End User shall be required to make payment of the full amount owing to the Service Provider within 30 (thirty) days of termination of this Agreement.
- 11.2. In the event of termination of this Agreement in terms of clause 10.1 or clause 10.5, the End User shall be entitled to receive a *pro rata* refund for the Services that has not yet been delivered for the remainder of the Term.
- 11.3. In the event of termination of this Agreement in terms of clause 10 -
  - 11.3.1. the End User shall not longer be entitled to receive the Services; and
  - 11.3.2. the End User shall cease use of and destroy all Confidential Information.

## EXHIBIT A – DEFINITIONS, INTERPRETATION AND GENERAL

### 1. Definitions

The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely -

- 1.1. **“Addendum”** means the addendum executed by the Parties for the sale and purchase of the Managed Service;
- 1.2. **“Affiliate”** means, in regard to a party to this Agreement, any legal entity for so long as a Party to this Agreement holds, directly or indirectly, more than 50% (fifty percent) of the shares or voting rights of such legal entity;
- 1.3. **“Agreement”** means this services agreement read together with the Order Form, including all exhibits, appendices, schedules, annexes, amendments, addenda and any other documents attached thereto, or incorporated by reference;
- 1.4. **“Confidential Information”** means any and all information, oral or written, of a confidential or proprietary nature, disclosed by the Disclosing Party to the Receiving Party in connection with this Agreement, which information is designated as confidential at the time of the disclosure or should be reasonably understood to be confidential given the nature of the information and the nature of the circumstances surrounding the disclosure including but not limited to all information which the Disclosing Party protects against unrestricted disclosure to others and/or information related to the Services;
- 1.5. **“Circumvent”** means to circumvent, bypass, obviate or avoid, whether as proprietor, partner, director, shareholder, member, employee, consultant, contractor, financier, agent, representative, assistant, trustee or beneficiary of a trust, controller of any entity or otherwise and whether for reward or not, directly or indirectly;
- 1.6. **“Data”** means all data of whatsoever nature including –
  - 1.6.1. all personal information as defined by the Protection of Personal Information Act 4 of 2013 and amplified by the definition thereof set out in the Electronic Communications and Transactions Act 25 of 2002;
  - 1.6.2. all personal data by and within the scope of the EU Data Protection Directive 95/46/EC and any national law implementing that directive;
- 1.7. **“Disclosing Party”** means the Party disclosing the Confidential Information;
- 1.8. **“Effective Date”** (if any) shall have the meaning given to that term in the Order Form;
- 1.9. **“End User”** means the company purchasing the Managed Service, as identified in the Order Form;
- 1.10. **“Fees”** means the fees set out in the Order Form;

- 1.11. **"Intellectual Property Rights"** means all intellectual property rights of whatever nature, including without limitation (i) all patents and other patent rights, including divisional and continuation patents and utility models; (ii) rights in inventions whether patentable or not; (iii) the trade marks, rights in trademarks and service marks, logos, slogans, corporate, business and trade names, trade dress, brand names and other indicia of origin; (iv) rights in designs, topography rights, rights in circuit layouts and maskworks; (v) all copyright of whatever nature and in whatever medium embodied, whether now known or later developed, for their full terms including any extensions and renewals, including the rights of reproduction, distribution, preparation of derivative works, public display, public performance, and making available; (vi) moral and economic rights of authors and inventors; (vii) rights in internet domain names, reservations for internet domain names, uniform resource locators and corresponding internet sites; (viii) rights in databases, data collections, platforms, applications and computer software (including source code); and (ix) know-how, show-how, trade secrets and confidential information, in each case whether or not registered and including applications for registration of any of these and the right to apply for the registration of any of these, all claims for past infringements, and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world;
- 1.12. **"Licensor"** means the master licensor of the Software;
- 1.13. **"Masked"** means to render unusable, unreadable or indecipherable to an unauthorized person (which for the purposes of this Agreement shall include the Service Provider) through a security technology or methodology generally accepted in the field of information security;
- 1.14. **"New Release"** means (i) a 'major release' that includes architectural changes and may be identified by a change of the release numeral to the left of the decimal point in the naming convention of the Software; (ii) a 'minor release' that includes improvements and bug corrections and may be identified by the release numeral to the right of the decimal point in the naming convention of the Software; and (iii) a 'maintenance release' indicating a bug correction or patch and may be identified by a change of the release numeral two digits to the right of the decimal point in the naming convention of the Software or otherwise designated as such by the Licensor;
- 1.15. **"Order Form"** means the order form, proposal, Addendum, quote and/or delivery note executed by the Parties for the sale and purchase of the Services;
- 1.16. **"Parties"** means the Service Provider and the End User, collectively, and **"Party"** means any one of them, as the context may indicate;
- 1.17. **"Receiving Party"** means the Party receiving the Confidential Information;
- 1.18. **"Representatives"** means (i) employees of Receiving Party and its Affiliates; (ii) attorneys, accountants, or other professional business advisors; and, (iii) employees of any entity who are directly involved in the performance of obligations under this Agreement;
- 1.19. **"Service Provider"** means the company providing the Services, as identified in the Order Form;
- 1.20. **"Services"** means the services listed in the Order Form;

- 1.21. **“Software”** means the software related to the Support Services, as set out in the Order Form;
- 1.22. **“Support Services”** shall have the meaning given to that term in clause 1.1.1 of **Exhibit B**;
- 1.23. **“Term”** shall have the meaning given to that term in the Order Form; and
- 1.24. **“Work Product”** means any and all deliverables, information, documentation, modifications or enhancements to any software and other materials created, developed, reduced to practice, or otherwise or produced hereunder (whether as individual items and/or a combination of components and whether or not the applicable services are completed) by the Service Provider and/or the licensor, and all rights of patent, copyright, trademark, trade secret and other proprietary rights therein and thereto.

## **2. Interpretation**

If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of the Agreement. When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or Public Holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or Public Holiday. The expiration or termination of this Agreement shall not affect certain provisions of this Agreement which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this. The rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply.

## **3. General**

This Agreement may not be assigned, delegated, pledged or otherwise transferred by the End User to any party whether voluntarily or by operation of law including by way of sale of assets, merger or consolidation. The Service Provider shall be entitled to assign, delegate, pledge or otherwise transfer its rights and/or obligations in terms of this Agreement to any party related (as defined in the Companies Act, 2008) to it whether voluntarily or by operation of law including by way of sale of assets, merger or consolidation without notice to the End User. This Agreement constitutes the entire, conclusive and complete statement of agreement between the Parties in respect of the subject matter hereof. Save for the Order Form, all other representations, discussions and written communications (whether such be master services agreements, statements of work, purchase orders, terms and conditions attaching to orders for goods or services and/or other agreements or documents) are superseded by this Agreement and the Parties disclaim any reliance on such representations, discussion and/or written communications. This Agreement may not be amended or modified and any term or obligation may not be waived except in writing signed by a duly authorized representative of each Party. Save for payment obligations, neither Party shall be liable to the other for its failure to perform any of its obligations hereunder during any period in which such performance is delayed due to circumstances beyond its reasonable control. This Agreement shall be governed by South African law. The exclusive place of jurisdiction for all disputes arising from or in connection with this Agreement is Johannesburg, South Africa. All notices or reports which are required to be given under and in terms of this Agreement will be in writing and will be deemed to be duly given when delivered to the address provided by each Party as set out in the Order Form. The End User agrees to comply with all applicable export and import laws and regulations, including U.S. embargo and sanctions regulations and prohibitions on export for certain end uses or to certain users. End User authorises the Service



Provider and its Affiliates to store and use End User's business contact information wherever it does business, in connection with Service Providers products and services or in furtherance of the Service Providers business relationship with the End User. If there is a conflict between the provisions of this Agreement and the Order Form, the Order Form shall prevail.

## EXHIBIT B – SUPPORT SERVICES

1.1 The terms and conditions set out below govern the support of the Software by the Service Provider. Such support will only be provided by the Service Provider to the End User where the End User has paid the Fees. By contracting with the Service Provider, the End User is lawfully regarded as having agreed to the terms and conditions set out below:

### General

- 1.1.1 The Service Provider shall, during the Term, provide the End User with –
- 1.1.1.1 access to New Releases of the Software, as well as tools and procedures for upgrades licensed to the End User (the “Maintenance”); and
  - 1.1.1.2 technical and onsite support for the Software.  
  
 (“Support Services”)
- 1.1.2 the End User will not have direct access to Support Services from the Licensor. Accordingly, all requests for Support Services will be logged directly with the Service Provider in accordance with this Exhibit B;
- 1.1.3 to assist the End User in isolating the cause of a problem with the Software, the Service Provider may request that the End User (i) allow the Service Provider and/or Licensor to remotely access the system; and (ii) send End User information and data to the Service Provider and/or Licensor.
- 1.1.4 the Service Provider shall have the sole and exclusive right, title and ownership of any Work Product and all ideas, concepts or other intellectual property rights related in any way to the Work Product, techniques, knowledge or processes of the Support Services and deliverables, whether or not developed for the End User;
- 1.1.5 save for what is set out in the Agreement, the Service Provider disclaims all warranties express or implied in respect of the Support Services, including without limitation, any implied warranties of merchantability, fitness for a particular purpose or non-infringement except to the extent that any warranties implied by law cannot be validly waived;
- 1.1.6 provision of the Support Services is subject to: (i) payment of the Fees; (ii) the End User providing an adequate description of any Support Service problem as contemplated in clause 1.1.10.2 below; (iii) the End User using supported versions of the Software as provided by the Service Provider; (iv) the End User providing reasonable cooperation to the Service Provider; and (v) any Support Service problem being reproduced in the Software on a standalone basis.

### Support Services

- 1.1.7 Support Services shall address (i) any technical questions that the End User may have regarding the use and operation of the Software; as well as (ii) any problems that the End User may experience when using or operating the Software (the “Support Objectives”).
- 1.1.8 Technical support

The Service Provider shall provide a telephone support desk staffed by support personnel who shall be available on Business Days (Monday to Friday and excluding public holidays) during the hours of 08h30 to 17h00 Central African Time to address the Support Objectives.

Office hours:                    08h30 – 17h00  
    +2711 804 3740

After hours:                    17h01 – 08h29  
    +2782 826 1106

Emergency Escalation:        Adriaan van der Walt  
    +2782 826 1106

Email:                            help@thinkdglobal.com

#### 1.1.9      Onsite support

The End User shall only be entitled to request onsite support for a problem that has very serious consequences for normal business transactions and urgent, business critical work cannot be performed. This is generally caused by the following circumstances: complete system outage, malfunctions of central functions in the production system or other top issues as may be identified by the Licensor (if any) ("Priority 1 Support Incidents" or "Priority 1").

#### 1.1.10    Process to follow when logging a call for Support Services:

1.1.10.1    Should an End User experience any problems relating to the Software and/or require Support Services, the End User shall follow the procedure set out in this clause 1.1.10;

1.1.10.2    A Designated Contact (as defined below) shall forward a detailed problem description (in English) to the email address described in clause 1.1.7 above and shall include available information to best describe the issue. The following information shall, where possible, be included in the problem description –

- 1.1.10.2.1    the impact the problem has on the End User's environment and business;
- 1.1.10.2.2    relevant database or system logs;
- 1.1.10.2.3    product version information;
- 1.1.10.2.4    screen prints of error messages displayed or any other attachments that could help to process the support message such as trace files or reports;
- 1.1.10.2.5    system and product configuration including configuration files;
- 1.1.10.2.6    hardware specifications, operating system version and patch levels;
- 1.1.10.2.7    complete and accurate environmental and technical details pertaining to the issue;

1.1.10.2.8 if necessary, core dumps, trace analyses, system logs and stack traces;

1.1.10.2.9 any recent changes that may have contributed to the problem.

(“Support Request”)

1.1.10.3 Should the End User require urgent assistance, the Designated Contact (as defined below) may, depending on the time of day, call the Office hours contact number or the after hours contact number described in clause 1.1.7 above.

1.1.10.4 Upon receiving a Support Request, the Service Provider shall (i) log the Support Request with the call logging system; (ii) assign a priority in accordance with clause 1.1.10.5; and (iii) assign appropriate personnel to the Support Request for resolution (“Support personnel”). The Support personnel will call the End User within the timeframe allocated to the priority of the End User’s case.

1.1.10.5 Priorities are assigned based on problem urgency and the effect the situation has on the End User’s business as determined by the Service Provider with reference to the problem description recorded in the Support Request. The priorities are as follows:

Priority	Type	First Response Within	End User Update
Priority 1 – Very High	Enterprise Failure	30 minutes	2 hours
Priority 2 – High	Urgent	1 hour	3 hours
Priority 3 – Medium	High Priority	4 hours	6 hours
Priority 4 – Low	Pending Service	Same day	As needed

1.1.10.6 The End User hereby undertakes:

1.1.10.7 not to contact the Licensor and/or any technical engineers directly; and

1.1.10.8 to follow the agreed procedures set out herein in order to allow for correct problem recording and management of client feedback.

1.1.11 The priority of the case will determine the targeted initial response time as described in the table above. The Support Request must record the impact the problem has on the End User’s environment. The problem description in the Support Request will allow the Support personnel to best address the problem for the End User’s business.

1.1.12 Maintenance upgrades and installations

1.1.12.1 Maintenance and documentation shall be made available by the Service Provider to the End User for the Term. The Service Provider shall provide the End User with telephonic support for Maintenance upgrades or installations.

1.1.12.2 Onsite support and/or training services for Maintenance upgrades and/or installation (if applicable) does not form part of the Fees and, if required by the End User, shall be quoted for separately.

#### 1.1.13 Responsibilities

The End User shall furnish the Service Provider with contact details for three designated contacts ("Designated Contacts"). The Designated Contacts shall be persons properly trained in the operation and Use of the Software. Only Designated Contacts are entitled to submit Support Requests to the Service Provider in accordance with this Exhibit E.

#### 1.1.14 Exclusions

Support Services do not include any third party software or hardware support services, nor support of any enhancements to any of the foregoing. Upon request and if available, the Service Provider shall provide the End User with contact information for applicable third party support service suppliers. The Service Provider will not be responsible for correcting any errors not reproducible by it on the unmodified Software or errors caused by: (a) use of the Software in a manner for which it was not designed or approved by the Service Provider or the Licensor; or (b) accident, negligence, or misuse of the Software. The Support Services do not include usage, integration, interoperability and operations questions or issues.