SOFTWARE PRODUCTS FAST TRACK TERMS AND CONDITIONS

The structure of these Software Products Fast Track Terms and Conditions (the "T&Cs") is as follows, the General Terms and Conditions, shall state the terms and conditions generally applicable to the relationship between Sphera and Client. The Exhibit A shall state the particular terms related to the Software Products line of business. Together, the Order Form, the Exhibit and the General Terms and Conditions shall constitute the "Transaction" for the Software Products. For purposes of interpretation, the order of precedence shall be as follows: first, the Order Form, second, the Exhibit A, and last, the General Terms.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS.

1.1 "Affiliate" means any legal entity which controls, is controlled by, or is under common control of either Party (ownership of more than 50% of assets or stock with control over day-to-day operations). An Affiliate of Client shall not be permitted to use Products, unless stated in the Transaction.

1.2 "Client Information" means any confidential or proprietary information or data provided by Client to Sphera to enable Sphera to perform its obligations under the Transaction.

1.3 "Confidential Information" means: (a) Sphera Property; (b) Client Information; (c) the terms of the Transaction; and (d) any information that by its nature, the recipient knows or should know is confidential or proprietary, including Discloser business or technical information.

1.4 "Documentation" means the material, user guides, and manuals provided by Sphera to Client for use with a Product.

1.5 "Exhibit(s)" means the Exhibit which contains the terms or conditions specific to the Products.

1.6 "Expenses" means the reasonable and documented expenses incurred by Sphera to provide Products to Client, including hotel, meal, and travel costs.

1.7 "Fees" means the amount payable to Sphera for Products provided in the Transaction. Fees are exclusive of Expenses and Taxes, which will be charged separately to the Client as applicable.

1.8 "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.9 "Order Form" means the document executed by both Parties describing the Product(s) being licensed, the license term, Fees and any special terms or conditions.

1.10 "Product(s)" means all information or software provided by Sphera and/or its third-party providers to Client under an Order Form which may be accessed electronically or delivered or received in physical format. Products also include any web tools, search engines, or software provided by Sphera that can be used by Client when accessing Products. Sphera reserves the right to replace or make any change to the Product(s) by providing at least 45 days prior written notice to Client. The term "Products" includes Software Products.

1.11 "Sphera Property" means: Products, Documentation, the business process, management and analytics technologies of Sphera, including without limitation; any algorithms, analyses, data, databases, formats, forecasts, formulas, inventions, know-how, methodologies, processes, tools, trade secrets, works and other content provided by or used by Sphera or any subcontractor and (b) any and all derivative works, enhancements, or other modifications to any of the above.

1.12 "Taxes" means value-added, sales, use, import, or any taxes other than taxes assessed upon the income of Sphera. Client must submit applicable documentation to receive tax exempt status.

1.13 "Withholding Tax" means tax or other charges imposed in the country of payment at the rates at the time of invoicing by Sphera, which Client may be required by law to withhold or deduct from the Fees, and Client remits to the appropriate government taxing authorities.

2. FEES.

2.1 Fees, Expenses and Taxes. Client agrees to pay Sphera the Fees and Expenses, if any, as stated in the Transaction in accordance with the terms set forth herein. Client will pay the Fees and Expenses in the currency specified in the Transaction. Except as otherwise stated in the Transaction, Fees for Products are nonrefundable.

2.2 If Client is required to withhold or deduct any Withholding Tax from its payment to Sphera of the Fees invoiced, Client shall promptly notify Sphera of such amount and Sphera will "gross up" the Fees on the invoice by an amount such that the grossed-up payment, minus the Withholding Tax, equals the amount due if no such Withholding Tax were imposed. If Client does not provide the amount of any Withholding Tax to Sphera at the time of invoicing, Sphera will "gross up" the Fees on the invoice(s) by the maximum applicable tax rate in effect as of the date of the issuance of the invoice.

2.3 Payment. Client will pay Sphera the Fees and Expenses set forth in a Transaction within 30 days from date of an invoice issued to Client by Sphera. Sphera may: (a) accrue interest at the lesser of 1% per month or the highest rate permitted in law, and/or (b) discontinue the provision of Products if payment is not received when due. Client has no right of set-off. Additional or different terms included on a Client-issued purchase order to order, process or pay for Products shall not amend these T&Cs or Order Form and, Sphera and Client agree, such additional or different terms shall be of no force or effect.

2.4 Credit Card Payment. Should Fees be paid by Client using a credit card, Client expressly authorizes Sphera or its agents to charge all Fees and charges incurred under the Transaction to such credit card, and such authorization will survive termination of the Transaction until there are no charges remaining due. Upon renewal of the Term in the Order Form, Client's credit card will be charged accordingly. If Client uses a credit card and Sphera does not receive payment from the card issuer, Client agrees to pay all amounts due, upon demand by Sphera. Client must notify Sphera of any changes to Client's credit card account (including, without limitation, applicable account number or cancellation or expiration of the account), Client's billing address, or any information that may prohibit Sphera from charging the account.

2.5 Risk of Loss. Risk of loss passes upon delivery of Products or when Sphera provides access codes to Client that allow Client to access or to take possession of Product.

3. GENERAL REPRESENTATIONS AND WARRANTIES.

3.1 Generally. Each Party represents and warrants to the other Party that: (1) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (2) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under the Transaction; (3) the execution of the Transaction by its representative has been duly authorized by all necessary corporate or organizational action of such Party; and (4) when executed and delivered by both Parties, the Transaction will constitute the legal, valid and binding obligation of such Party, enforceable against such party in accordance with its terms.

3.2 Specific to an Exhibit. Representations and warranties regarding the Products shall be as defined in the Exhibit A.

4. OWNERSHIP OF INTELLECTUAL PROPERTY.

4.1 Ownership. Sphera (or its third-party providers) owns all Sphera Property and Client owns all Client Information. Client may provide suggestions or feedback which Sphera may use without any obligation to Client so long as such suggestions or feedback do not include Client Information.

4.2 Trademarks. Neither Party will remove any copyright, trademark, or other proprietary notices of the other Party or any third-party on any materials received from the other Party and each Party will reproduce all such notices on all copies of such materials.

5. CONFIDENTIAL INFORMATION.

5.1 Defined. Each Party ("Discloser") may disclose Confidential Information to the other Party ("Recipient"). Recipient will protect Discloser's Confidential Information, using the same degree of care it uses to protect its own information of like nature, but no less than a reasonable degree of care. Recipient will use Discloser's Confidential Information internally, solely as necessary to perform its obligations under the Transaction or as may be agreed upon in writing by Discloser. Recipient will disclose Confidential Information only to those employees who have "a need to know" for Recipient to perform its obligations under the Transaction and who are subject to binding use and disclosure restrictions at least as protective as those described in these T&Cs.

5.2 Exclusions. Confidential Information does not include information that: (a) is now or subsequently becomes public knowledge through no breach on the part of Recipient; (b)

Recipient can demonstrate was rightfully in its possession before receipt from Discloser; (c) Recipient independently develops without using any Confidential Information; or (d) Recipient obtains from a third-party without breach of a confidentiality obligation.

5.3 Court Order. Recipient may disclose Discloser's Confidential Information pursuant to a valid order or requirement of a court or government agency if Recipient gives prompt written notice to Discloser to give Discloser the opportunity to prevent disclosure or protect Discloser Confidential Information.

5.4 Upon Termination. Upon any expiration or termination of the Transaction, Recipient promptly will return to Discloser or destroy all of Discloser's Confidential Information that it has in its possession or control related to the Transaction.

6. INDEMNIFICATION.

6.1 By Sphera.

6.1.1 Except as otherwise specifically set forth in the Order Form , Sphera will indemnify, defend, and hold harmless Client for any damages (and related attorney's fees) awarded by a court in favor of any third party alleging that Products infringe or misappropriate any third party Intellectual Property Rights, including any patent, copyright, trademark, or trade secret, in the country(s) of Client's locations as licensed under an Order Form ("Infringement Claim").

6.1.2 Sphera will have no liability under this Section 6.1 for any Infringement Claim arising from: (a) failure to use Products in accordance with the Transaction, (b) the modification of a Product not specifically authorized in writing by Sphera; (c) the combination of a Product with any third party software, equipment, or information not specified in the Documentation; (d) the use of a version of a Product other than the then-current version, if the infringement would have been avoided by use of the then-current version; or (e) compliance with designs, plans, or specifications furnished by or on behalf of the Client.

6.1.3 If Products are held or are believed by Sphera to infringe, Sphera may choose, at its sole expense, (a) to modify the Products so that they are non-infringing; (b) to replace the Products with non-infringing Products that are functionally equivalent; (c) to obtain a license for Client to continue to use the Products; or if none of (a), (b), or (c) is commercially reasonable, then (d) to terminate the Order Form for the infringing Products and refund Fees paid for such infringing Products; (i) in case of provision of Products licensed on term basis, prorated from the date of the Infringement Claim; or (ii) in case of provision of Software Products licensed on a perpetual basis, based upon a five year depreciation schedule. This Section 6.1 states the entire liability of Sphera and Client's sole and exclusive remedy for any infringement of third party proprietary rights of any kind.

6.2 By Client.

6.2.1 Client will indemnify, defend and hold harmless Sphera for any damages (and related attorney's fees) awarded by a court in favor of any third party alleging that Client Information used by Sphera in accordance with the terms and conditions of the Transaction infringes or misappropriates any third party Intellectual Property Rights including any patent, copyright, trademark, or trade secret. If Client Information is held or is reasonably believed by Sphera to infringe, Sphera will cease using such Client Information and will not be liable to Client for any breach or failure to perform under the Transaction for which the Client Information was provided.

6.2.2 Client will indemnify, defend and hold Sphera harmless for any third party claims arising from the Client's decision to share the output of Products, or any report, findings, or conclusions contained in or derived from the Products, with any third party(s).

6.3 Mutual Indemnification: Each Party will indemnify, defend, and hold the other Party harmless from any claim, demands, liabilities, suits, or expenses of any kind for personal injury or damage to tangible property to the extent arising from its negligence or willful misconduct on either party's premises.

6.4 Indemnification Procedure. The indemnification obligations of each Party under this Section 6, are contingent upon the indemnified Party providing to the indemnifying Party: (a) prompt written notice of the alleged claim; (b) sole control of the defense or settlement of the alleged claim; and (c) reasonable cooperation and assistance, at the indemnifying Party's expense. If the indemnified Party chooses to be represented by counsel, it will be at the indemnified Party's sole cost and expense.

7. LIMITATIONS OF LIABILITY.

7.1 Cap on Damages. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.1 or 6.2.1 IN THESE T&CS, OR DAMAGES ARISING FROM A BREACH BY CLIENT OF THE AUTHORIZED USE OF SPHERA'S PRODUCTS IN THE TRANSACTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF CLIENT AND SPHERA INCLUDING ITS THIRD PARTY PROVIDERS, SERVICE PROVIDERS AND SUPPLIERS, UNDER OR IN CONNECTION WITH THESE T&CS OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE AMOUNT PAID IN THE PRIOR TWELVE MONTHS UNDER THE ORDER FORM GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

7.2 Exclusions of Damages. EXCEPT FOR DAMAGES ARISING FROM A BREACH BY CLIENT OF THE AUTHORIZED USE OF SPHERA'S PRODUCTS IN THE TRANSACTION, IN NO EVENT WILL SPHERA OR ANY OF ITS THIRD PARTY PROVIDERS, SERVICE PROVIDERS OR SUPPLIERS NOR THE CLIENT BE LIABLE UNDER OR IN CONNECTION WITH THESE T&CS OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT; (b) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY OR (c) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

7.3 Exclusions. THE LIMITATIONS OF LIABILITY IN THIS SECTION 7 WILL NOT APPLY TO THE LIABILITY OF EITHER PARTY FOR: (A) DAMAGES RELATED TO DEATH OR PERSONAL INJURY ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE OTHER PARTY; OR (B) ANY DAMAGES OR LIABILITY INCURRED AS A RESULT OF FRAUD OR FRAUDULENT MISREPRESENTATION OF THE OTHER PARTY.

8. TERMINATION.

8.1 Termination. Either Party may terminate the Transaction if: (a) the other Party commits a breach of any material term or condition of the Transaction and does not cure such breach within 30 days of writtn notice; or (b) the other Party's assets are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, a proceeding is commenced by or against the other Party for relief under bankruptcy or similar laws and such proceeding is not dismissed within 60 days, or the other Party is adjudged bankrupt.

8.2 Effect. Termination or expiration of the Transaction does not relieve either Party of any duty or obligation arising prior to such termination. Upon the termination of the Transaction, all Fees and Expenses owed by Client through the date of termination will automatically and immediately become due and payable.

8.3 Automatic Termination of Licenses. Upon any expiration or other termination of the Transaction, all licenses and access granted under same immediately will terminate.

9. ANTI-CORRUPTION AND EXPORT CONTROL.

Both Parties shall comply with: (i) all applicable laws of the United States and other jurisdictions relating to anti-corruption and agree not to perform, offer, give and receive bribes or corrupt actions in relation to the performance of its obligations under the Transaction, and (ii) all applicable export laws and regulations of the United States and other relevant local export laws as they apply to the Products. Failure to comply with all applicable anti-corruption or export laws will be deemed a material breach of the Transaction.

10. DATA PROTECTION.

10.1 Mutual Obligations. Each Party shall comply with its obligations under applicable data protection laws.

10.2 Sphera Obligations. To the extent that personal data is processed by Sphera, the Parties acknowledge that Sphera is a data processor and Client is data controller and the Parties shall comply with their respective statutory data protection obligations. Sphera confirms that it will only process personal data on behalf of, in the name of, and in accordance with the instructions of Client and that it as well as its subcontractors and licensors has taken sufficient technical and organizational measures to safeguard personal data.

10.3 Client Obligations. Client shall ensure that any personal data, which its supplies or discloses to Sphera, has been obtained fairly and lawfully and that it will obtain all necessary consents from persons whose data is being processed and registrations with authorities to permit Sphera to transfer personal data to third parties pursuant to its obligations under the Transaction.

11. U.S. GOVERNMENT USE.

The following is a notice to Client as well as to any potential third-party recipients of the Products:

The Products provided hereunder: (a) were developed at private expense and are Sphera proprietary information; (b) were not developed with government funds; (c) are a Sphera

trade secret for purposes of the Freedom of Information Act; and (d) are commercial items as defined in FAR 2.101. Any Products used by, for, or on behalf of the U.S. Government are provided with LIMITED RIGHTS. Any software or tools embedded in Products used by or on behalf of the U.S. Government is provided with RESTRICTED RIGHTS.

12. MISCELLANEOUS.

12.1 Independent Contractors. The Parties are independent contractors and nothing in these T&Cs will be construed to create a partnership, joint venture or employment relationship between the Parties.

12.2 Entire T&Cs. The Transaction sets forth the entire agreement between the Parties and supersede any and all prior proposals, written or oral, of the Parties with respect to the subject matter hereof. Nothing contained in any Client-issued purchase order, purchase order acknowledgement, or purchase order terms and conditions (including any online terms as part of the required procurement process) will in any way modify or add any additional terms or conditions to the Transaction. Such Client-issued purchase orders is for Client's internal administrative purposes only, and is not binding on either Party, even if acknowledged, executed, or processed by Sphera.

12.3 Modification. The Parties may not modify, alter, or amend the Transaction, except by written instrument duly executed by authorized representatives of both Parties.

12.4 Waiver. No failure or delay by either Party to exercise any right they may have operates as a waiver of their rights at any future time.

12.5 Assignment. Client may not assign the Transaction to any third-party (whether directly or indirectly, by operation of law or otherwise) without the prior written consent of Sphera, which consent may be granted in Sphera's sole discretion. Any requested assignment: (a) to a direct competitor of Sphera, (b) that would interfere with performance of obligations under the Transacation, or (c) that changes the scope of the usage or the intent contemplated by the Parties under the Transaction, is deemed unreasonable. Any assignment or transfer in violation of this provision is void.

12.6 Binding on Successors. The Transaction shall be binding on the Parties, their successors, and assigns. Sphera reserves the right to subcontract any or all of its obligations under the Transaction to subcontractors of its choosing.

12.7 Choice of Law. The Transaction will be construed under the laws of State of New York, without regard to its conflicts of law principles and each Party hereby submits to the exclusive jurisdiction of New York Courts. The Parties hereby disclaim the application of the U.N. Convention on Contracts for the International Sale of Goods.

12.8 Force Majeure. Either Party may be excused from the performance of any obligation under the Transaction, due to any act or condition whatsoever beyond the reasonable control of such Party, including, acts of God, acts of terrorism, acts of nature, acts of government, internet outages, fires, floods, wars, or other catastrophes, labor disturbances, freight embargos; or delays of a supplier or subcontractor due to such causes.

12.9 Severability. If any provision of the Transaction is found invalid or unenforceable, the remaining portions will remain in full force and effect.

12.10 Notice. All notices under the Transaction must be in writing and delivered by commercially established courier service; facsimile with written confirmation of delivery; email with written confirmation of delivery; or via certified mail, return receipt requested, to the addresses specified on the Order Form ; or at such other addresses as the Parties designate in writing from time-to-time. Notices are deemed delivered when received by any of the above means. Any legal notices must also be copied to "Attention: Sphera Legal Department."

12.11 Publicity. Sphera may use Client's name and logo in compiling a list of Sphera's Clients. Any additional publicity concerning a Party will require the other Party's prior written consent.

12.12 Limitation Period. Unless otherwise specified herein, any cause of action arising under the Transaction must be filed in a court of competent jurisdiction within two (2) years of the date such cause of action accrued, or the date the complaining Party should have reasonably discovered the existence of such cause of action, whichever is later.

12.13 Survival. Termination for any cause or its expiration shall not release either Party from any liability that accrued on or before the date of termination or which may thereafter arise with respect to any act or omission occurring on or before the date of termination or expiration, or from any duty or obligation that by its nature should extend beyond the expiration or earlier termination of the Transaction.

12.14 Third-Party Rights. No term of the Transaction is intended to confer a benefit on, or to be enforceable by, any person who is not a Party to the Transaction.

12.15 Headings. Headings contained in the Transaction are for convenience of reference only and shall not affect the meaning and interpretation of the Transaction.

12.16 Electronic Signatures. Each Party consents to the other Party's use of electronic signatures on the Order Form. Neither Party may object to the legal effect or enforceability, as a result of such electronic signature, which will be considered to be an original binding signature.

End of General Terms and Conditions

EXHIBIT A – SOFTWARE PRODUCTS

The term "Software Products" means Sphera Property licensed by Sphera to Client pursuant to an Order Form for Client's Permitted Use. Software Products include but are not limited to Sphera Intelligent Authoring and Sphera Stature Risk Management .

1. DEFINITIONS.

1.1 "Authorized User(s)" means employees of Client and tthose Client contractors (excluding any Client contractors who are competitors to Sphera) who must access the Software Products pursuant to the Order Form solely to help Client use the Software Product for its licensed purpose. Client assumes full liability and responsibility for the acts and omissions of its Authorized Users (and the Authorized Users of its Affiliates if Client has licensed the Software Products on behalf of its Affiliates) and will take all reasonable steps to ensure that no unauthorized persons shall have access to the Software Product.

1.2 "Error" means a failure of the Software Product to operate or to function as set forth in the Documentation or in the Order Form.

1.3 "Maintenance" means the remotely performed services described in Section 5 below and in the Documentation.

1.4 "Permitted Use" means that Authorized Users may use the Software Product only for Client's internal business purposes. Except as otherwise specified on the Order Form, Software Products are not licensed for external use.

1.5 "Site License" means a type of license that only allows Client to access the Software Product from the location(s) listed in the Order Form. Proxy or community access from location(s) not listed in the Order Form is strictly prohibited.

1.6 "User License" means a type of license that only allows the number of Authorized Users specified in the Order Form to access the Software Product.

1.7 "Support Hours" means the times listed in the Documentation, exclusive of weekends and Sphera holidays.

1.8 "Update" means an error correction, patch, bug fix, minor modification, or new release of the Software Products that is generally made available to purchasers of Maintenance at no additional charge. Updates do not include any major modifications, options, or future products for which Sphera, in its sole discretion, determines to license separately and charge a separate Fee.

2. FEES.

2.1 Payment. Fees for licensing Software Products, as well as for Maintenance, if applicable, will be paid in advance, as described in the Order Form. All Fees are nonrefundable. Unless otherwise agreed in the Order Form, Sphera reserves the right to modify the Fees after the initial 12-month subscription or Maintenance period by providing at least 45 days' prior written notice to the Client; provided such change will occur no more than once in any 12-month period.

2.2 Auto Renewal. Unless Client is in material breach of the Transaction the Software Products or Maintenance ordered by Client on a term basis under this Exhibit will automatically renew for terms equal in length to Client's immediately preceding Term unless one party notifies the other Party of its intention to decline renewal at least 30 days before the end of the initial or the then-current renewal term. Client may not cancel the Software Products or Maintenance during the term described on the Order Form or during any renewal term.

3. AUTHORIZED USE.

3.1 License Grant. Subject to the terms and conditions of the Transaction, Sphera grants to Client, and Client hereby accepts, a license to use the Software Products that is limited, nonexclusive, nontransferable, nonsublicensable, and revocable (solely to the extent provided in Section 8 of the General Terms and Conditions). Client may use the Software Product in the specified media and accompanying Documentation (if any), for its Permitted Use only. The Order Form will specify information relevant to the license being purchased, including: (a) the license type (e.g., Site, or User), (b) the license term (e.g., perpetual or term), and (c) the Software Product(s) being licensed.

3.2 Software Product Not to be Reverse Engineered. Client shall not reverse engineer, disassemble, decompile, create derivative works, or otherwise alter or modify Software Products provided pursuant to the Transaction. The parties agree that any statutory right to modify, adapt or translate the Software or to create derivative works of the Software shall not apply to the Software.

3.3 Software Product Not to be Commercialized. Except as may be expressly authorized in the Transaction, Client may not transfer, sublicense, relicense or commercially exploit the Software Products or use Software Products for third-party transactions, commercial time-sharing, rental, or service bureau use, or publicly perform or publicly display Software Products, or otherwise reproduce, directly or indirectly, the Software Products in whole or in part, or any related materials.

3.4 Protection of Sphera Intellectual Property. Client must take all reasonable steps to ensure that no unauthorized persons have access to a Software Product and that all Authorized Uses having access to the Software Product will refrain from any disclosure, duplication or reproduction.

3.5 De-Installation of Software Products. Should Client replace any of its computers containing an installed Software Product, Client will remove the Software Product, along with any hardware or data furnished to Client by Sphera in connection with the installation of the Software Product, from such computer, so that no subsequent user may possess or have access to the Software Product.

3.6 Effect of Term or Termination. Client may not permanently retain Software Product, including: (a) in any file or on any hard drive, server or other form of memory, or (b) in any printed form. Except as otherwise specified on the Order Form, Client represents and warrants that upon any expiration or termination of the Transaction, Client immediately will: (x) discontinue all use of Software Product(s) associated with the Order Form, (y) destroy any items relating to Software Products (including but not limited to data, software, and Documentation) and purge any Software Product data from all electronic media, and (z) provide, upon request from Sphera, written certification to Sphera that Client has complied with this paragraph.

3.7 Effect on Assignment. If Sphera grants Client the right to assignment, Client acknowledges Fees may be payable upon grant of such assignment.

4. WARRANTIES.

4.1 Sphera Software Products. Sphera warrants that any Software Products provided by Sphera under this Exhibit will comply with all material specifications set forth in the Order

Form or the Documentation accompanying the Software Product for a period of 90 days from date of delivery, if Client is to install, or 90 days from date of installation, if Sphera is to install. Sphera warrants that such Software Product does not contain known viruses, bugs, nor, unless expressly set forth in the Documentation, lock-out capabilities. Upon receiving specific written notice from Client of a warranty issue, Sphera may ask Client to help reproduce operating conditions similar to those present when Client detected the warranty issue. Client's sole and exclusive remedy for any breach of this warranty is for Sphera, in the following order of priority, to: (a) use commercially reasonable efforts to correct such failure within 30 days of receipt of written notice from Client, or (b) terminate the Order Form for the defective portion of the Software Product(s) and refund the Fees paid by Client for the defective portion.

4.2 Disclaimer. Other than the express warranties described in Section 4.1 of this Exhibit, SPHERA AND ITS THIRD-PARTY PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, AND OTHER TERMS, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, OR OTHERWISE, INCLUDING WITHOUT LIMITATION TERMS AS TO QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. CLIENT ASSUMES ALL RISK IN USING THE RESULTS OF SOFTWARE PRODUCT(S).

5. MAINTENANCE AND SUPPORT.

5.1 Maintenance. Sphera will provide Client with Maintenance as described in this Section 5 for those Software Products that receive Maintenance services. Not all Sphera Software Products receive Maintenance services. The Order Form will include any exceptions. Maintenance will be performed in a timely and professional manner by qualified maintenance technicians familiar with the Software Product and its operation.

5.2 Help-Desk for Software Products under Maintenance. Sphera will provide reasonable quantities of telephone or on-line Maintenance during Support Hours and in accordance with Documentation. If Client desires Maintenance, Client must contact Sphera's help desk by phone or e-mail, the number or address specified in the Order Form or Documentation, as applicable. After Client reports a suspected Error, Sphera will consult with Client to determine the severity of the Error. Sphera may ask Client to help reproduce operating conditions similar to those present when Client detected such Error. Assistance may include copies of input, output, and database dumps.

5.3. Additions. As part of Maintenance, Sphera will provide additions, modifications, and/or corrections on a commercially reasonable basis or as mutually agreed.

5.5 Updates. Sphera will provide Updates to Client as part of Maintenance when Sphera makes such Updates generally available to its customers.

5.6 Continuing Support. Sphera will provide Maintenance for the current version and one prior version of the Software Product only.

5.7 Limitations of Support. Sphera will have no obligation to maintain: (a) a Software Product modified or damaged by a party other than Sphera or any portion of a Software Product incorporated with or into other software; (b) problems caused by Client's negligence, abuse or misapplication, its use of the Software Product other than as specified in the Documentation, or other causes beyond the control of Sphera; or (c) problems caused by hardware or software not supported by Sphera. Sphera will not be responsible for the cost of changes to Client's hardware or software that may be necessary to use the Software Product due to an Update or Error correction.

5.8 Termination of Software Product Maintenance. Sphera will have the right to terminate the Maintenance portion of this Exhibit for a particular Software Product if Sphera no longer generally provides Maintenance support for such Software Product or no longer provides the specific services previously offered, by providing written notice to Client of such election at least 90 days before the Maintenance term's end.

5.9 Maintenance Reinstatement. Client may choose to not renew Maintenance. If, after any lapse, Client desires to resume Maintenance; then, after examination, Sphera may choose to reinstate Maintenance under its then current terms, conditions and pricing, provided that Client pays the Fees for such reinstatement. Reinstatement Fees will be calculated for the entire period of lapse in Maintenance based on the current pricing.

5.10 Client Responsibilities.

5.10.1 If Client discovers any suspected Error(s) in the Software Product; then, before calling the Sphera help desk, Client must analyze the suspected Error(s) to determine if the Error is the result of Client's software, hardware, misuse, or misunderstanding of the Software Product.

5.10.2 If the problem reported by Client is directly related to unauthorized alterations of the Software Product by Client, then Sphera may charge for the professional service time expended by Sphera, at Sphera's then current time and material rates, in addition to reasonable out-of-pocket Expenses; or at Client's option; Sphera will be released from Maintenance obligations for the modified portion of the Software Product.

6. AUDIT.

Upon reasonable notice by Sphera to Client, and not more than once annually (unless prior violations have been discovered), during the term of Transaction and one year thereafter, Sphera may audit relevant records at Client's location during normal business hours to enable Sphera to ensure Client's compliance with the Transaction.

End of Exhibit A – Software Products