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  - Troubleshooting of technical issues related to Licensor's hardware products
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- Product License Deployment and Management
- Support Ticket Info Management; ticket status & historical data

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   2.   Survival. Upon any termination of Support, Licensee shall be placed on an "on-demand" status for any subsequent support, maintenance and/or updates or new releases of or for the Software. All clients designated as "on-demand," shall be subject to additional costs and fees for support, maintenance, and updates or new releases of or for the Software.

3. Termination for Breach. In the event Licensor is in breach of this Agreement and is unable to cure such breach within twenty (20) business days following written notice from Licensee, Licensee may terminate this Agreement upon written notice to Licensee and Licensor shall reimburse to Licensee solely the pro-rata portion of any fees paid to by Licensee under this Agreement for Support.

4. Licensee Data. In the case of termination of the Agreement or EULA, the Licensor, if notified in writing to do so by the Licensee, shall promptly, but in any event no more than seven (7) business days from the Licensee's request, provided Licensee has provided a database backup in the required format to Licensor, shall provide all Licensee data to Licensee in a format that is available within the PCS and/or CartoPac application. This section 4 d) shall survive the termination of this Agreement and/or EULA.

5. Time to Cure. Notwithstanding anything to the contrary contained within this Agreement, if Licensor provides written notice to Licensee that Licensee is in breach of this Agreement, Licensee shall have twenty (20) business days following the date of such written notice, or other longer period at Licensor's sole discretion and which longer period Licensor has provided written notice to Licensee, to cure such breach. If Licensee fails to cure such breach within the required time period, Licensor may immediately terminate this Agreement upon written notice to Licensee. Notwithstanding the foregoing, Licensor may immediately terminate this Agreement upon written notice to Licensee if: (i) based on reasonable evidence, Licensor determines that Licensee intentionally or maliciously misused the Software or (ii) Licensee's failure to timely pay any amounts due under this Agreement occurs on more than three instances and Licensor determines that such failure is intentional.

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4. Further Amendments. This Agreement shall not be modified unless by written agreement of the Licensee and Licensor. Further, this Agreement represent an informed, voluntary allocation of risks, both known and unknown, between the parties.

5. Survival. All terms of this Agreement which, by their nature, are intended to survive termination will survive termination, including without limitation, all, indemnification obligations, Intellectual property rights and confidentiality obligations.

6. Press Releases. Neither party shall issue any press release or make any statement to the general public concerning this Agreement or the relationship created thereby without the prior written consent of the other party.

7. Notices. Any notice, demand, or other communication required or permitted by any provision of this Agreement shall be in writing and shall be deemed to have been given for all purposes when delivered in person or sent by email, overnight courier, or registered or certified mail, return receipt requested, all postage and other charges prepaid, and addressed as set forth on the first page of this Agreement or at such other address as may be designated by notice pursuant to this Section from such party to the other party. Notice sent by email shall be deemed delivered on the same business day. Notice sent by overnight courier shall be deemed delivered on the business day immediately following deposit with such courier. Notice sent by certified or registered mail shall be deemed delivered on the fifth day after deposit with the United States postal service.

8. Assignment. Licensee may not assign this Agreement by operation of law or otherwise without the prior written consent of Licensor, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, in the case of a merger, acquisition, change of control, reorganization or sale of substantially all of its assets or business (or any substantially similar transaction), a party may assign this Agreement to the successor in connection with such transaction so long as such successor agrees in writing to be bound to all of the terms of this Agreement and such successor is not a competitor of Licensor.   Should an Affiliate of Licensee cease to be an Affiliate (a "Divested Entity") and the Divested Entity requires Software identical to or similar to the Software it was using under this Agreement before divestment, upon Licensee's written request, Licensor shall provide that Software (or licenses thereof as directed by Company) for the remainder of the term of Agreement or Agreement, including any renewals, or such other shorter period as Licensee may direct; provided such Divested Entity is not owned or controlled by a competitor of Licensor. The terms of a supply of Software to a Divested Entity pursuant to this clause shall be the same as the terms under which the Software was provided to the Divested Entity immediately prior to divestment, including in relation to all fees; but that Divested Entity shall (unless otherwise expressly agreed in writing) be entirely responsible for any and all charges and other amounts due in relation to those services from the completion of the relevant divestment, and Licensor shall not look to Licensee for payment of any charges associated with that Software. In the event that there are

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