

APPENDIX E TO DIR CONTRACT NO. DIR-TSO-3387

AURIGO MASTERWORKS SOFTWARE

SUBSCRIPTION SERVICE AGREEMENT

Last Updated: September 15th 2014

These Terms of Service are an agreement between Aurigo Software Technologies Inc. and Customer (the "Customer"). This Agreement consists of the terms and conditions of DIR Contract No. DIR-TSO-3387, the below terms and conditions, the SLAs applicable to the Service, and the pricing and payment terms made available relating to the Service. The Service also may contain other posted notices or codes of conduct, which are incorporated by reference into this Agreement.

Please read this Agreement carefully. THIS AGREEMENT MUST BE SIGNED BY BOTH PARTIES PRIOR TO USING ANY OF THE SERVICE. CUSTOMER AGREES TO BE BOUND BY DIR Contract No. DIR-TSO-3387 and THIS AGREEMENT, INCLUDING ANY MODIFICATIONS MADE TO IT FROM TIME TO TIME. IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, IT MAY NOT SUBSCRIBE TO OR USE THE SERVICE.

1. DEFINITIONS

"Add-on Service" means additional functionality or services that may be ordered by Users of the Service for an additional subscription fee or charge.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under its common ownership. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity. If Customer is an agency of a state, provincial, or local government, "Affiliate" means (1) any government agency, department, office, instrumentality, division, unit or other entity, of Customer's state, provincial or local government that is supervised by, or is part of, Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer; (2) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state or province and located within Customer's state's or province's jurisdiction and geographic boundaries; and (3) any other entity in Customer's state or province expressly authorized by the laws of Customer's state or province to purchase under state or provincial contracts; provided that a state or province and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government or its Affiliates. Notwithstanding the forgoing, provincial Crown corporations are not Affiliates for the purposes of this definition. If Customer is an agency of the U.S. government, "Affiliate" means any other agency of the U.S. government. If Customer is an agency of the Canadian government, "Affiliate" means any other agency of the Canadian government, except for a federal Crown corporation.

"Client Software" means any software provided to Customer related to the Service.

"Content" means all data, including all text, sound, or image files and software that are provided to Aurigo by, or on behalf of, Customer, its Users and associated account Users through their use of the Service.

"Customer" means the entity that has entered into this Agreement. If an individual enters this Agreement on behalf of a company or other legal entity, such individual represents that he or she has the authority to bind such entity to this Agreement.

"License" means the rights granted by Aurigo to Customer to copy, install, use, access, display, run and/or otherwise interact with the Service and/or Client Software for, as applicable, for Customer's internal business purposes.

"Aurigo" means Aurigo Software Technologies Inc. or its Affiliates.

"Order" means an order for Services. An Order may include multiple Subscriptions to Services.

"Service" means Aurigo Masterworks Online services (including pre-release services and Add-on Services) and software, including any updates, upgrades, support, and content (e.g., audio and visual information, documents) contained or made available to Customer by Aurigo in the course of using the Service. Aurigo may change the Service at any time and for any reason without notice.

"SLAs" means service level agreements representing commitments Aurigo makes with regard to the Services.

"Subscription" means the part of the Order identifying the specific Services being ordered and may include the User quantity, ship-to address, or other information.

"Term" means the duration of a Subscription.

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“Users” means individuals within Customer’s organization who have the right to use the Services, as dictated by the number of User Licenses purchased by Customer.

“User licenses” refers to the named licenses that Customer has purchased under its Subscription for Services.

2. LICENSE GRANT – WHAT CUSTOMER IS LICENSED TO USE

- 2.1 General.** Aurigo grants Customer a License to the Services ordered by Customer, subject to Customer’s obligation to pay and any rights and limitations described in this Agreement. This License is non-exclusive, non-perpetual, and is not transferable. The ability to use Services may be affected by minimum system requirements or other factors. Aurigo reserves all rights not expressly granted.
- 2.2 Client Software.** Customer may need to install Client Software wherever applicable (mobile client software for iOS and Android are available subject to users being licensed to access the Aurigo Masterworks online service) to access and use the Service. Customer may make copies of the Client Software solely to support the Service for its Users. Copies must be true and complete copies (including copyright and trademark notices) and be made from an Aurigo approved media or a network source. Customer agrees to use reasonable efforts to make its employees, agents and other individuals that it allows to use the Client Software aware that it is licensed from Aurigo and subject to the terms of DIR Contract No. DIR-TSO-3387 and this Agreement. Additional rights and restrictions for the Client Software may accompany the provision of such Client Software, and Customer agrees to abide by all such additional rights and restrictions.
- 2.3 Authorized Users.** Only those individuals who Customer designates as authorized Users may use and access the Service. Only Users who have administrator privileges may add additional authorized Users to the Service up to and including the total number of User Licenses purchased during the Subscription period. User Licenses cannot be shared or used by more than one individual authorized User and cannot be reassigned to a new User to replace a current authorized User who has terminated employment or otherwise changed job status or function and no longer uses the Service. However, a User who has administrator privileges may delete an authorized User from the Service and add a new authorized User to the Service to replace the former authorized User.
- 2.4 External Users.** Customer does not need to purchase additional Users accounts for external users who access the benefits of Service (such as reports) without using any of the software. “External users” means users that are not Customer, or its employees, Affiliates, contractors or agents.
- 2.5 Limitations on use.** Customer shall not reverse engineer, decompile or disassemble the Service or Client Software, except where applicable law permits it despite this limitation. Customer shall not rent, lease, lend, resell, or host to or for third parties any Service or Client Software.

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3. ORDERING, PRICING, PAYMENTS, RENEWALS AND TAXES

- 3.1 Ordering.** Customer shall place an Order for each Subscription for a Service with a new or reused Purchase Order which must be issued for all changes to Subscriptions. If Customer desires to use the Service for more than the total number of User Licenses available through the Service level it subscribed to, it must subscribe to the appropriate Service level prior to commencing any such use. If Customer desires to reduce the total number of Users, it may do so. Any Services added to a Subscription will expire at the end of the Term. Each Subscription shall be from the date of Subscription to June 30 of that year and prorated accordingly. Customer may place Orders for its Affiliates under this Agreement and grant its Affiliates administrative rights to manage the Services. Affiliates may not place Orders under this Agreement. To the extent Customer grants any rights to Affiliates, such Affiliates shall be bound by the terms and conditions of DIR Contract No. DIR-TSO-3387 and this Agreement. Customer agrees that it is jointly and severally liable for any Services purchased for or other actions taken by any of its Affiliates or any third party to which it provides rights under this Agreement.
- 3.2 Subscription Fees.** "Subscription Fee" means the annual fee Customer is required to pay for the Subscription to the Service and Client Software. Customer is required to pay the Subscription Fee in advance. Payments are due and must be paid in accordance with the Order and Appendix C of DIR Contract No. DIR-TSO-3387. Price level changes are not retroactive. Prices for each price level are fixed at the time the Subscription is first placed and apply throughout the Term. Subscription Fees are subject to change at the end of five (5) years from the date of the original order and in accordance with Appendix C of DIR Contract No. DIR-TSO-3387.
- 3.3 Renewal.** The term of this Agreement will be in accordance with Section 2 of DIR Contract No. DIR-TSO-3387.
- 3.4 Taxes and other Incidental Charges.** Taxes will be handled in accordance to Appendix A, Section 8E of DIR Contract No. DIR-TSO-3387.
- 3.5 Refunds.** All charges are non-refundable unless expressly stated otherwise, or otherwise provided by law.
- 3.6 Late Payments.** Payments will be handled in accordance to Appendix A, Section 8J of DIR Contract No. DIR-TSO-3387.

4. TERM AND TERMINATION

- 4.1 Termination by Aurigo.** Termination will be handed in accordance to Appendix A, Section 11B of DIR Contract No. DIR-TSO-3387.
- 4.2 Effect of termination.** Upon termination or cancellation of the Service, Aurigo may delete Customer's Content permanently from its servers. Notwithstanding the foregoing, Aurigo will keep Customer's Content for a period of 90 days before it is deleted from Aurigo's servers and provide copy of Content to Customer in an agreed upon format. Customer is solely responsible for taking the necessary steps to back up its Content and ensure that it maintains its primary means of business.

5. PRIVACY

- 5.1 Personal data.** Personal data collected through the Service may be transferred, stored and processed in the United States. This includes any personal data Customer collects using the Service. Customer also agree to obtain sufficient authorization from persons providing personal data to Customer, to:

- transfer that data to Aurigo and its agents, and
- permit its transfer, storage and processing.

If Customer is an educational institution, Customer shall be responsible for any parental consent for any end users' use of the online service as may be required by applicable law.

Aurigo shall not share the data obtained from the Customer for solicitation purposes.

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5.2 Our Use of Customer Data and Third Party Requests. Customer data will be used only to provide Customer the Service. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Service and the improvement of features that involve the detection of, and protection against, emerging and evolving threats to the user (such as malware or spam).

Aurigo will not disclose customer data to a third party (including law enforcement, other government entity, or civil litigant; excluding our subcontractors) except as Customer directs or unless required by law. Should a third party contact Aurigo with a demand for customer data, Aurigo will attempt to redirect the third party to request it directly from Customer. As part of that, Aurigo may provide Customer's basic contact information to the third party. If compelled to disclose customer data to a third party, Aurigo will use commercially reasonable efforts to notify Customer in advance of a disclosure unless legally prohibited. Customer is responsible for responding to requests by a third party regarding Customer's use of the Service, such as a request to take down content under the Digital Millennium Copyright Act.

6. USE RIGHTS AND LIMITATIONS

6.1 SLAs. Aurigo will comply with the then-current SLA in place relating to the Services, as set forth here.

6.2 Customer's Use. In using the Service, Customer will:

- comply with all laws;
- comply with any codes of conduct or other notices provided by Aurigo;
- keep its password secret, and
- promptly notify Aurigo if it learns of a security breach or unauthorized access related to the Service.
- Customer may not:
 - use the Service in any way that harms Aurigo or its Affiliates, resellers, distributors and/or vendors (collectively, the "Aurigo parties"), or any customer of a Aurigo party or the Service or other Users;
 - engage in, facilitate, or further unlawful conduct;
 - damage, disable, overburden or impair the Service (or the networks connected to the Service) or interfere with anyone's use and enjoyment of the Service; resell or redistribute the Service, or any part of the Service, unless Customer has a contract with Aurigo that permits it to do so;
 - use any portion of the Service as a destination linked from any unsolicited bulk messages or unsolicited commercial messages ("spam");
 - use any unauthorized automated process or service to access and/or use the Service (such as a BOT, a spider, periodic caching of information stored by Aurigo or "meta-searching"), however, periodic automated access to the Service for report creation or scheduling is permitted;
 - use any unauthorized means to modify or reroute, or attempt to modify or reroute, the Service or work around any of the technical limitations in the Service;
 - modify, create derivative works from, reverse engineer, decompile or disassemble or otherwise attempt to discover any trade secret contained in the Service or in any technology, or system used by Aurigo in connection with providing the Service, except and only to the extent that applicable law expressly permits Customer to do so despite this limitation;
 - create Internet "links" to the Service or "frame" or "mirror" any content of the Service to give the impression that Customer is offering all of the functionality of the Service as its service located on its own servers;

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- build a product or service using similar ideas, features, functions or graphics of the Service;
- copy any ideas, features, functions or graphics of the Service.

6.3 Use of Other Aurigo Services. Customer may need to use certain Aurigo websites or services to access and use the Services. If so, the terms of use associated with those websites or services, as applicable, apply to Customer's use of them.

6.4 Third Party Services. Aurigo may make services from third parties available to Customer through the Service. These third party services are the responsibility of the third party, not Aurigo. The third party service providers may require Customer to accept additional terms and conditions and/or pay a fee in order to use their services. Those additional terms and conditions are between Customer and the third party. Any third party's use of information Customer provides as part of using their service is subject to the privacy statements and practices of that third party and/or their suppliers. Aurigo encourages Customer to review the privacy statement of these third party providers. Aurigo is not responsible for the privacy statements or privacy practices of these third party providers or their suppliers.

6.5 Third Party Software. Customer is solely responsible for any third party software installed in or used with the Services. Aurigo is not a party to and is not bound by any terms governing Customer's use of the third party software, Customer acknowledges that it will direct and control the installation in and use of such software with the Service.

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Aurigo will not run or make any copies of third party software licensed by the Customer except to support Customer's use of the Service. Customer may not install or use the third party software in any way that would subject Aurigo's intellectual property or technology to obligations beyond those included in the Agreement. Aurigo does not, and will not have any obligation to, provide technical or other support for any third party software. Aurigo does not make any representation or guaranty that any third party software will operate successfully with the Service or continue performing after an update, upgrade, services patch, support fix or platform migration has been made to the Service.

7. CUSTOMER CONTENT

7.1 Content. Customer, its Users and associated account Users may be able to post or store Content to third party or Aurigo websites made available through the Service. Customer may be able to post or provide materials (including feedback) that are part of the Service in a publicly accessible area that allows Customer to communicate with others. If so, the terms of use associated with those websites where public access is made available for Customer to share Content, as applicable, apply to Customer's use of them. Customer acknowledges that certain technical processing for posting Content may be required to store and retrieve the Content, conform to connecting networks' technical requirements, or conform to the limitations of the Service.

7.2 Links to third-party Web sites. The Service may contain links to third-party websites. These third-party websites are not under Aurigo's control. If Aurigo has included these links in the Service, it provides them as a convenience only. The inclusion of these links is not an endorsement by Aurigo of any third-party website, service or product. Aurigo reserves the right to disable links to any third-party website that Customer posts on the Service.

7.3 Aurigo will not own any Content. Aurigo performs regular backups of Content for the purpose of recovery in the event of a failure in Aurigo's data centers. However, notwithstanding the foregoing, Customer is solely responsible for maintaining and backing up any Content that it uses with the Service. Customer, not Aurigo, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use such Content. Aurigo shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Content that Customer uses with the Service.

8. ASSOCIATED ACCOUNTS

Only Customer may use its Service account. However, Aurigo may allow Customer to setup additional member accounts that are dependent on Customer's account (an "associated account"). Aurigo may limit associated accounts. Customer is responsible for all activity under its Service account, associated accounts and passwords. Customer is solely responsible for monitoring usage of its Service account and for any use or misuse of its Service account or the Service resulting from any associated account or any third party using any password or user name selected by or issued to Customer. If Customer is the authorized User of an associated account, then the person or entity that gave Customer access to the Service (the account holder) has full control over Customer's associated account. This control includes the right to end the Service, close or alter Customer's associated account at any time, and, in some cases, request and receive machine and Service usage information related to Customer's associated account.

9. PRE-RELEASE SERVICE

If the version of the Service that is Licensed to Customer is a pre-release or early access version, including its user interface, features and documentation ("Beta Version"), then it may not work the way a final version of the feature or Service will. Aurigo reserves the right to not release a commercial version of, or to change, any Beta Version of the Service at any time without notice to Customer. Any such Beta Version is confidential and proprietary to Aurigo and its suppliers. For five years after Customer subscribes to the Beta Version of the Service or the subsequent commercial version of the Service, whichever is first, Customer agrees not to disclose any Beta Version to third parties or to use any Beta Version other than for its internal purposes in connection with Customer's use of the Service. Customer's duty to protect the confidentiality of any Beta Version survives this Agreement.

Pre-release services are provided "as-is," "with all faults" and "as available." You bear the risk of using pre-release services. To the maximum extent permitted by law, the Aurigo parties give no express warranties, guarantees or conditions. You may have additional rights under your local laws that this Agreement cannot change. To the extent permitted by law, we exclude any implied warranties or conditions including those of merchantability, fitness for a particular purpose, workmanlike effort, non-infringement and satisfactory quality.

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10. TRIAL PERIOD OFFERS

You may receive a trial period offer for the Service. Your use of the Service during a trial period is subject to the terms of DIR Contract No. DIR-TSO-3387 and this Agreement. At the end of the trial period, if you do not subscribe to the Service, Aurigo will consider the Service terminated pursuant to Section 4.1 of this Agreement.

11. CONFIDENTIALITY

For government Customers, this Section is subject to the requirements of applicable trade secret, public records, or similar laws.

12. WARRANTIES

12.1 Limited warranty. Aurigo warrants that the Services and Client Software will conform substantially to the description of them contained in the Request for Proposal, Proposal Submitted by Aurigo, Revised Pricing Proposal dated December 3, 2013, and this Agreement. This limited warranty is subject to the following limitations:

- this limited warranty applies only during the Term, including any renewals ("Warranty Period");
- any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last only during the Warranty Period;
- this limited warranty does not cover problems caused by accident, abuse or use of the Services in a manner inconsistent with this Agreement, or resulting from events beyond Aurigo's reasonable control;
- this limited warranty does not apply to problems caused by the failure to meet minimum system requirements; and
- this limited warranty does not apply to downtime or other interruption in access to the Services, or any other performance metrics that are addressed in an applicable SLA.

Remedies for breach of limited warranty. If Customer notifies Aurigo within the Warranty Period that a Service does not meet the limited warranty, then Aurigo will either (1) return the amount paid for the Service during the Term, if the customer requests termination of the contract, or (2) update such Service to make it conform. These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

12.2 DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, AURIGO PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES. AURIGO DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW.

13. DEFENSE OF INFRINGEMENT AND MISAPPROPRIATION CLAIMS

13.1 Agreement to protect. Indemnification will be handled in accordance with Appendix A, Section 10A of DIR Contract No. DIR-TSO-3387.

14. LIMITATION OF LIABILITY

14.1 Limitation on liability. Limitation of Liability will be handled in accordance to Appendix A, Section 10K of DIR Contract No. DIR-TSO3387.

15. VERIFYING COMPLIANCE

During the Term of any Subscription and for three years thereafter, Customer must keep all usual and proper records relating
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to the Subscription(s) and Customer's use of the Services and/or Client Software under this Agreement. Aurigo may request that Customer conduct an internal audit of all Services in use throughout Customer's organization, comparing the number of subscriptions in use to the number of subscriptions issued to and/or paid for by Customer. By requesting an audit, Aurigo does not waive its rights to enforce this Agreement or to protect Aurigo's intellectual property by any other means permitted by law. If verification or self-audit reveals any unlicensed use, Customer must promptly order sufficient subscriptions to cover its past and present use.

16. MISCELLANEOUS

- 16.1 Notices.** Notices will be handled in accordance to Appendix A, Section 10K of DIR Contract No. DIR-TSO-3387.
- 16.2 Assignment.** Assignments will be handled in accordance to Appendix A, Section 4D of DIR Contract No. DIR-TSO-3387.
- 16.3 Severability.** If a court holds any provision of this Agreement to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this Agreement will be amended to give effect to the eliminated provision to the maximum extent possible.
- 16.4 Waiver.** A waiver of any breach of this Agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.
- 16.5 Applicable law.** This Agreement is governed by the laws of the State of Texas without regard to its conflict of laws principles, except that (1) if Customer is an entity of the U.S. Government, this Agreement is governed by the laws of the United States, and (2) if Customer is an entity of a state or local government in the United States, this Agreement is governed by the laws of that state. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement. The Services are protected by copyright and other intellectual property rights laws and international treaties.
- 16.6 This Agreement is not exclusive.** Customer is free to enter into agreements to license, use or promote non-Aurigo software or services.
- 16.7 Entire agreement.** In the order of precedence, DIR Contract No. DIR-TSO-3387 and this Agreement with the set forth SLAs constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications.
- 16.8 Survival.** Provisions regarding fees, restrictions on use, transfer of licenses, export restrictions, indemnification, limitations of liability, confidentiality, compliance verification, obligations on termination and the provisions in this Section entitled "Miscellaneous" will survive termination of this Agreement.
- 16.9 Customer consent to partner fees.** When Customer places an Order for certain Services, it may have the opportunity, at its sole discretion, to identify an Aurigo "Partner of Record" associated with its Subscriptions. By identifying a Partner of Record, directly or by authorizing a third party to do so, Customer consents to Aurigo paying certain fees to the Partner of Record. The fees are for pre-sales support to Aurigo and may also include post-sales support to Customer. The fees are based on, and increase with the size of, Customer's Order and are in accordance with Appendix C of DIR Contract No. DIR-TSO-3387.
- 16.10 Force majeure.** Force Majeure will be handled in accordance with Appendix A, Section 11C of DIR Contract No. DIR-TSO-3387.
- 16.11 U.S. export jurisdiction.** The Services are subject to U.S. export jurisdiction. Customer must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

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16.12 English language controls. The English language version of this Agreement controls the entire document.

16.13 Natural disaster. In the event of a natural disaster, Aurigo may post information or provide additional assistance or rights on <http://www.Aurigo.com>.

Aurigo Masterworks Online Service Level Agreement (“SLA”)

Aurigo provides this SLA subject to the terms and conditions of DIR Contract No. DIR-TSO-3387 and the terms below, which will be fixed for the duration of the initial term. If a new SLA is proposed, it must be agreed upon in writing between both Aurigo and the Customer.

A. Monthly Service Level

1. The Service Level is 99.5%.
2. The Monthly Uptime Percentage is calculated for a given calendar month using the following formula:

Monthly Uptime Percentage =		
Total number of minutes in a given calendar month	minus	Total number of minutes of Downtime in a given calendar month
Total number of minutes in a given calendar month		

B. Claims

1. In order to make a Claim, Customers must be in compliance with policies for acceptable use of the Service found in the Agreement.
2. Customer must submit a claim to billing support at Aurigo Software Technologies Inc. Contact information found here: <http://aurigo.com/contact.php>.
3. Customer must provide all reasonable details regarding the Claim, including but not limited to, detailed description of the Incident, the duration of the Incident, the number of affected users and the locations of such users and any attempts made by Customer to resolve the Incident.
4. Customer must provide sufficient evidence to support the Claim, by the end of the month following the month in which the Incident which is the subject of the Claim occurs (for example, Incident occurs on January 15th, Customer provides Notice on January 20th, Customer must provide sufficient evidence to support the Claim by February 28th).
5. Aurigo will use all information reasonably available to it to validate Claims and make a good faith judgment on whether the SLA and Service Levels apply to the Claim.

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6. Aurigo will use commercially reasonable efforts to process Claims within 45-days.

C. Exclusions

1. Downtime does not include:
 - a. The period of time when the Service is not available as a result of Scheduled Downtime; or
 - b. The following performance or availability issues that may affect the Service:
 - i. Due to factors outside Aurigo's reasonable control;
 - ii. Related to add-on features for the Service, including, but not limited to Internet Marketing or Reporting Services;
 - iii. That resulted from Customer's or third party hardware, software or services;
 - iv. That resulted from actions or inactions of Customer or third parties;
 - v. That resulted from actions or inactions by Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to Aurigo's network by means of Customer's passwords or equipment.
 - vi. That were caused by Customer's use of the Service after Aurigo advised Customer to modify its use of the Service, if Customer did not modify its use as advised;
 - vii. Intermittent periods of Downtime that are ten minutes or less in duration; or
 - viii. Through Customer's use of beta, trial offers, early access programs and/or demos (as determined by Aurigo).

D. Definitions:

1. "**Agreement**" in order of precedence means DIR Contract No. DIR-TSO-3387, this Subscriber Agreement and these SLAs
2. "**Claim**" means a claim submitted by Customer to Aurigo that a Service Level under this SLA has not been met and that a Service Credit may be due to Customer.
3. "**Customer**" means the person or organization that contracted for Services under the Agreement.
4. "**Downtime**" means a period of time when Customers are unable to read or write any Service data for which they have appropriate permission.
5. "**Exclusions**" means the performance or availability issues that are noted in Section D.
6. "**Incident**" means a set of circumstances resulting in an inability to meet a Service Level.
7. "**Aurigo**" means Aurigo Corporation (or if applicable, its affiliate).
8. "**Monthly Uptime Percentage**" is calculated on a calendar month basis (according to the formula set forth in Section A) using data collected about the Service's availability for a given calendar month by a third-party provider who makes frequent log-in attempts to the Service on a 24-hour/seven day a week basis.
9. "**Notice**" means that within five business days following an Incident, Customer must notify Customer Support of the Incident.
10. "**Service**" or "**Services**" means the Aurigo Masterworks Online service provided to Customer pursuant to the Agreement.
11. "**Scheduled Downtime**" means published maintenance windows or times where Aurigo notifies Customer of periods of Downtime for scheduled network, hardware, Service maintenance or Service upgrades at least 24-hours prior to the commencement of such Downtime.
12. "**Service Credit**" means the amount credited to Customer by Aurigo for a validated Claim.
13. "**Service Level**" means the percentage of Service availability for a given month that Aurigo agrees to provide Customer, which is measured by the Monthly Uptime Percentage.
14. "**Subscription Fee**" means the annual fees that Customer pays Aurigo for their subscription to the Service.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

[CUSTOMER NAME]

Signature

Printed Name

Printed Title

AURIGO SOFTWARE TECHNOLOGIES

Signature

Balaji Sreenivasan
Chief Executive Officer