

## MASTER SERVICES AGREEMENT USA 2021-02

THIS AGREEMENT will be effective as of February 1, 2021 ("**Effective Date**") by and between **RigER Inc.** ("**Licensor**") and all organizations ("**Licensee**" or "**Client**") having online access to RigER Products ("**RigER**") and Services as described below.

**WHEREAS** Licensor is engaged in the business of providing online access to and use of certain services as described herein;

**WHEREAS** this Agreement and any mutually negotiated, separately executed Services Schedules set forth the terms and conditions under which the Parties agree that Licensee may access and use Licensor's Services specifically identified on a Services Schedule entered into by the Parties;

**NOW THEREFORE** in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency being mutually acknowledged by the Parties, the Parties hereby agree as follows:

### 1. Definitions.

- a. "**Affiliate**" means any person or organization who (i) controls either directly or indirectly a Party; (ii) is controlled directly or indirectly by such a Party; or, (iii) is directly or indirectly controlled by a Person who directly or indirectly controls such Party.
- b. "**Agreement**" means this Master Services Agreement, including all Schedules, SOWs and all amendments hereto and "hereto", "hereunder", "hereof" or "herein" and similar expressions mean and refer to this Agreement and not to any particular Article or Section hereof.
- c. "**Authorized User**" means an individual who is designated by the Licensee to access and use the Services pursuant to this Agreement.
- d. "**Fees**" means those fees payable by Licensee for use of Services as further described in a Services Schedule.
- e. "**Party**" means Licensor (or its Affiliate if applicable) or Licensee and "Parties" means both of them;
- f. "**RigER Products**" means any software provided by Licensor including but not limited to program, platform, configuration, application, patches, upgrades, releases and modifications thereto.
- g. "**Services**" means services provided by Licensor in accordance with this agreement and a Services Schedule.
- h. "**SOW**" means a written description of the Services and terms agreed upon by the Parties in such form as may be approved by the Parties.

2. **Schedule.** The following Schedule annexed hereto and incorporated by reference and deemed to a part thereof: Schedule "A" – Services Schedule.

3. **Grant of License.** Subject to the terms and conditions of this Agreement, Licensor grants Licensee a non-sublicensable, non-transferable, non-exclusive, fully revocable license to access and use RigER solely for internal use and operation upon the terms and conditions contained in this agreement. Client may use and access RigER according to the license level as outlined in the proposal or renewal notice. For purposes of this agreement, "use" of RigER means accessing RigER over a computer and mobile network.

4. **Modifications and Proprietary rights.** Subject to the rights expressly granted hereunder to Licensee, Licensor shall retain all right, title and interest in and to the Services, and all modifications and additions thereto, including all related Intellectual Property rights, except as may be expressly set out in a Services Schedule. No rights are granted to Licensee hereunder other than as expressly set forth herein. Licensor's Intellectual Property shall be deemed to mean and include: (a) the Software, business processes and analytics technologies of Licensor,

including without limitation; any algorithms, analyses, documentation, formats, formulas, inventions, know-how, methodologies, processes, tools, trade secrets, and products, and (b) any and all derivative works, enhancements, or other modifications to any of the above. Licensor's Intellectual Property shall not include any Licensee Intellectual Property or Licensee data. The Parties acknowledge and agree that Licensor's business model relies upon continuous improvements of Licensor's Intellectual Property resulting from the analytical and developmental services that Licensor provides to all of its current and future customers, including Licensee, and that Licensor shall have the right to integrate the algorithms, analyses, documentation, formats, formulas, inventions, know-how, methodologies, processes and tools developed by Licensor pursuant to this Agreement and/or any Services Schedule or Order Form entered into by the Parties pursuant to this Agreement, into Licensor's product and service offerings, without Licensee's having any rights therein.

- 5. Restrictions.** The license is granted solely to the Client, and not to any parent, subsidiary, or Affiliate of the Client. All rights not expressly granted hereunder are reserved to Licensor. The license does not include (b) derivative products developed by Licensor or anyone else to whom Licensor may license RigER, or (c) a license or transfer of any intellectual property rights owned or controlled by Licensor or any Licensor affiliate, subsidiary, or parent. The Licensee shall not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble, or otherwise attempt to derive source code from, or any internal data files generated by RigER, rent, lease or loan RigER, or use RigER in any manner that constitutes a breach of this agreement or violates any applicable law or regulation, including without limitation any third party copyright or other intellectual property or proprietary right, except to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. Client shall use commercially reasonable efforts to ensure that all Authorized Users comply with the terms and conditions of this Agreement including, without limitation, with Licensee's obligations set forth in this Agreement.
- 6. Ownership.** Licensor owns and shall retain all rights, title, and interest in and to RigER, any updates or maintenance releases, and any related media, online or electronic documentation, including all copyrights, patents, trade secret rights, trademarks, and other Intellectual Property rights thereto. RigER is protected by the copyright laws of Canada and USA, international copyright treaties and conventions, and other laws, and all rights are reserved.

  - a. Grant of Privilege to Licensor.** Client exclusively owns all rights in and to information it stores on RigER ("Information"). By providing Information, Licensee grants Licensor a limited, perpetual, irrevocable, non-exclusive, fully paid, royalty-free, sub-licensable, transferable, and worldwide privilege to use, modify, perform, display, reproduce and distribute the Information for the sole purpose of operating RigER and providing related services. Licensor shall also have an unlimited, perpetual, non-exclusive, fully-paid, royalty-free, sub-licensable, transferable, and worldwide privilege to use, incorporate into RigER, modify, perform, display, reproduce, and distribute any suggestions, enhancement requests, recommendations, or other feedback provided by Client relating to the operation or features of RigER.
  - b. Use Reporting, License Violations and Remedies.** Licensor reserves the right to gather data on Client's usage of RigER to ensure that our products are being used in accordance with the terms of this agreement. Client agrees to allow Licensor, or an authorized agent, to audit Client's use of the RigER (including that of the Authorized Users). Licensor will provide at least ten (10) days advance notice prior to the audit, and the audit will be conducted during normal business hours. Licensor will bear all costs incurred during the audit, unless the audit reveals that Client has exceeded the level of use outlined in the SOW. Client will provide reasonable assistance, cooperation, and access to relevant information in the course of any audit. If Client is found in breach of the level of use, Licensor will invoice Client for any past or ongoing excessive use, payable promptly after receipt. Any unauthorized use shall be considered by Licensor to be a violation of

this agreement. Licensor reserves the right to remedy violations immediately upon discovery by any means necessary.

- c. **Liability for Third Parties.** Should Licensee make available any software, login identifications, or security credentials, or other means of access to RigER to third parties, whether deliberately or through error or omission, Licensee agree that any and all use of RigER by such third parties, regardless of whether such use is specifically authorized or unauthorized by Licensee, shall be legally attributed to Licensee, and Licensee hereby accepts liability for any and all such use.
- 7. Fees.** Client shall pay to Licensor the Fees, as set out in the proposal, renewal notice, or pricing schedule. Licensor will submit a detailed invoice to the Client. Client shall make payment according to the due date stated in the invoice, for any undisputed and complete invoice. If travel is required by Licensor to provide Services to Client, a flat fee covering travel expenses will be invoiced as outlined in a SOW.
- d. Licensor does not refund license fees. Once the license fee payment is made to Licensor, Client will have no recourse for receiving a refund of any part of the Fees.
  - e. Licensor shall not increase the Fees by more than the annual inflation rate, as measured by the Consumer Price Index – All Items for Texas, United States, unless otherwise set out in a Services Schedule. Such increases shall not occur more than once per year. Licensor shall notify the Client about new Fees by providing an updated pricing schedule up to sixty (60) days before the end of each subscription period.
- 8. Acceptance Testing.** Upon completion of the Services, as stated on the certificate of completion issued by Licensor, Client shall have thirty (30) days to acceptance test Services. If Client has determined that the Services have not successfully completed the acceptance test, Client shall promptly notify Licensor in writing. If no notice has been received by Licensor within thirty (30) days, the Services will be deemed accepted and all the fees for the Services provided will be paid to Licensor up to and including the acceptance date.
- 9. Term and Termination.** The term of this Agreement commences as of the effective date and shall continue for one (1) year (“**Initial Subscription Period**”). After the initial Subscription Period, the Subscription Period will be extended automatically, for further periods of one (1) year each (“**Renewal Period**”), unless Client gives Licensor notice in writing not less than forty-five (45) days before the expiration of the Subscription Period, in which case the licenses will terminate as at the end of such Subscription Period. Upon the termination of this Agreement, all license rights granted hereunder shall terminate in full and without notice, and the Client shall immediately cease use of RigER. Notwithstanding the foregoing, any provision that by its nature or context is intended to survive any termination or expiration of this agreement, including but not limited to indemnification, shall so survive.
- a. For the license(s) to remain active, Client payment must be processed prior to the expiration date for the license updates to be performed. For Client’s convenience Licensor provides License expiration warnings in the product interface should there be any issues that would cause the product License to expire.
  - b. It is Client’s responsibility to contact Licensor regarding any potential expiration that Client deem inappropriate. Licensor is not liable for any damages or costs incurred in connection with the expiring Licenses. If the licenses expired, their reinstatement shall be subject to and conditioned upon License payment of (i) a reinstatement fee equal to 20% of the annual license fee and (ii) 100% of the license fees that would have been payable for the license(s) which expired for the entire period between the date of expiry and the next renewal date.

**10. Open Source Software.** RigER may contain open-source software components, each of which has its own copyright notice requirements and own applicable license conditions. These components are subject to the terms of third-party open source licenses, and not the terms of this agreement.

**11. Confidentiality.** Each Party shall preserve the confidentiality of the other Party's Confidential Information and treat such Confidential Information with at least a reasonable standard of care. Either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

**12. Indemnification by Licensee.** The Licensee shall indemnify, defend, and hold harmless Licensor (and its officers, directors, employees, and agents) from and against any and all claims, suits, liability, damages, losses, costs, or expenses (including reasonable attorneys' fees) which result from claims that any modifications the Licensee makes to RigER or any combination of RigER with software or other items not approved by Licensor infringes or violation of any third party intellectual property right. In case any action or proceeding is brought against Licensor by reason of any such claim, demand, action, damage, loss, liability, cost, or expense, the Licensee's duty to defend shall begin upon receipt of written notice identifying the allegations that give rise to this duty to defend and shall be coextensive with the Licensee's indemnification obligation.

Licensor shall have no liability under the foregoing indemnity for any Claim of infringement to the extent it arises from:

- a. Any unauthorized modification to software, Services or documentation made by Client or its agents;
- b. The unauthorized combination or use of Software, Services or Documentation with other items where the Software, Services or Documentation alone would not be infringing; or
- c. Any claim that software, Services or documentation infringe any Intellectual Property right in which Licensee has an ownership interest.

- 13. Limitation of Remedies and Damages.** To the extent not prohibited by law and except for liabilities directly resulting from Licensor's gross negligence or willful misconduct, (a) Licensor shall not be liable to the licensee under this agreement on any claim (whether in contract, tort, or otherwise) arising out of or relating to this agreement or any access to or use of RigER; and (b) in no event shall Licensor be liable to the licensee for any claim (whether in contract, tort, or otherwise) for any consequential, incidental, or indirect damages, including without limitation damages for loss of business profits and/or business interruption, including but not limited to damages for lost data, or costs of procurement of substitute goods or services, however caused, whether foreseeable or not, arising out of this agreement, even if Licensor has been advised of the possibility of such damages. Licensor's liability for any loss or damage suffered by the Licensee as a result of Licensor's negligence or failure to comply with these terms of use shall be limited in respect of any one incident, or series of connected incidents, to the fees paid by the Licensee in the previous twelve (12) months.
- 14. No Warranties.** Licensor makes no representation as to the compatibility of RigER with any specific operating environments or computing device. Licensor licenses RigER to licensee on an "as is" basis without any express or implied warranties or representations of any kind, whether oral or written, whether express, implied, or arising by statute, custom, course of dealing, or trade usage. To the maximum extent permissible by applicable law, Licensor disclaims any and all implied warranties or conditions of title, merchantability, fitness for a particular purpose, and non-infringement, with regard to RigER. The licensee acknowledges that the operation of RigER may not be uninterrupted or error-free, and that errors may not be corrected. Licensor is not responsible in any way for any interference, errors, or prevention of the licensee's access to or use of RigER. Licensor is not your accountant and use of RigER does not constitute the receipt of accounting advice. It is your sole responsibility to determine that RigER meets the needs of your business and is suitable for the purposes for which it is used. You remain solely responsible for complying with all applicable accounting, tax, and other laws. It is your responsibility to check that the storage of and access to your data via RigER and the website will comply with the laws applicable to you and your business (including any laws requiring you to retain records).
- 15. Backup of Data.** The Licensee shall maintain copies of all data and information inputted by the Licensee into RigER. Licensor shall follow its archival procedures, such as performing scheduled backups, routine daily data recovery or archiving, for Licensee Information, but does not make any guarantees that there will be no loss of data or information. Licensor expressly excludes and disclaims any liability for any loss of the Licensee's data and information, no matter how such loss was caused.
- 16. Privacy and Data Security.** Licensor agrees that it shall use best efforts to (i) keep and maintain information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; and (ii) use and disclose information solely and exclusively for the purposes for which the information, or access to it, is provided pursuant to the terms and conditions of this agreement and not use, sell, rent, transfer, distribute, or otherwise disclose or make available information for Licensor's own purposes or for the benefit of anyone other than the Licensee, in each case, without the Licensee's prior written consent.
- 17. No Unlawful or Prohibited Use.** As a condition of RigER use, Licensee warrants that they will not use RigER for any purpose that is unlawful or prohibited by this agreement. Client may not use RigER in any manner which could damage, disable, overburden, or impair RigER or interfere with any other Party's use of RigER. Client may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through RigER or Licensor.
- 18. Force Majeure.** In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond

such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

**19. Injunctive Relief.** The Licensee understands and agrees that its breach of this agreement may cause Licensor irreparable damage for which recovery of money damages would be inadequate, and that Licensor shall therefore be entitled to obtain timely injunctive relief to protect Licensor's rights under this agreement in addition to any and all remedies available at law, without the necessity of a bond.

**20. Copyright and Trademark Notices.** All trademarks are owned by Licensor and its affiliates. The content, organization, graphics, design, compilation, magnetic translation, digital conversion, and other matters related to RigER are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. Other than as expressly permitted in the "Grant of License" section above, the copying, redistribution, use or publication by Licensee of any such matters or any part of RigER, is strictly prohibited. Client do not acquire ownership rights to any article, document or other materials viewed through RigER. The posting of information or materials on RigER does not constitute a waiver of any right in such information and materials. Some of the content on RigER may be the copyrighted work of third parties. Nothing contained in RigER should be understood as granting Licensee a license to use any of the trademarks, service marks, or logos owned by Licensor or any third party.

**21. Changes to This Agreement.** Due to changing technological and marketing demands, Licensor reserves the right to revise, amend, or modify this Agreement from time to time. Notice of any revision, amendment, or modification will be posted on the website, and/or software client through which the Client accesses RigER and will be effective on the date noted in the posting. This agreement may not be amended or modified by the Client except by means of a written document signed by both the Client and an authorized representative of Licensor. By continuing to use RigER after the amendments are effective, the Client accepts and agrees to abide by them.

**22. General Provisions.** This agreement is governed by and shall be construed in accordance with the laws of the state of Texas. This agreement is the entire agreement between the parties on the subject matter hereof and supersedes all prior communications or agreements, written or oral. The relationship of the parties hereunder is that of independent contractors, and this agreement will not be construed to imply that either party is the agent, employee, or joint ventures of the other. If any provision of this agreement is held to be unenforceable, this agreement will continue in full force and effect without said provision and will be interpreted to reflect the original intent of the parties. The Licensee may not assign or transfer this agreement (by operation of law or otherwise) without the prior written consent of Licensor and any prohibited assignment or transfer will be null and void, but Licensor may freely assign or transfer this agreement. This Agreement will be binding upon and will inure to the benefit of the Parties' permitted successors and/or assignees. A waiver by either Party of a breach of any provision of this agreement or the failure by either Party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.



## SCHEDULE "A". SERVICES SCHEDULE

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### Section 1. Implementation Services

#### 1.1 Consulting Services

- 1.1.1 Licensor shall advise and assist Client in respect to the use and implementation of RigER as set out in a SOW ("**Consulting Services**").
- 1.1.2 Project Schedule shall be set out in a SOW.

#### 1.2 SaaS Services

- 1.2.1 Licensor shall make available to the Client the SaaS services (which are the "Services" under the Master Agreement) having the software, functionality, performance specifications, and characteristics set out in RigER configuration card.
- 1.2.2 The Parties acknowledge and agree that Licensor will use commercially reasonable efforts to perform the Services to a standard and level of performance which is required in order for Licensor to meet or exceed the Service Levels; however, the Service Levels are intended to be baseline performance standards and levels for the delivery and performance of the Services. Licensor will be obligated to meet all Service Levels.
- 1.2.3 The Services will be available 99.9% of the time, twenty-four (24) hours per day, seven (7) days per week (0.73 hours of System Downtime per month) each month. This availability refers to an access point on the System's hosting equipment at the Hosting Centre Location. Availability does not include Client-caused outages or disruptions, or System Downtime for Scheduled Maintenance.
- 1.2.4 The Services are an application that enables the following functionality via the internet:
  - RigER is an oilfield operations management software built for energy service and equipment rentals companies. The software includes the array of cloud and mobile applications to manage oilfield service and rental operations: sales, price management, scheduling and dispatching, purchases, sub-rentals, rework, reservation and backups, safety, human resources, field, and internal operations, equipment repairs, inspections and maintenance, tickets and client requests tracking, job costing and business analytics, and other modules and features.

#### 1.3 Configuration Services

- 1.3.1 Licensor shall provide the configuration and related work set out in a SOW ("**Configuration Services**"), to be performed by Licensor to configure the Services for access and use by Client.

#### 1.4 Other Services

- 1.4.1 In addition to the Configuration Services, Licensor shall provide the training, custom programming, and other consulting services ("**Other Services**") set out in one or more proposals, quotes, SOWs, or the like (each, an "Other Services SOW"), agreed upon separately.

#### 1.5 User Training Services

- 1.5.1 Licensor shall provide training services ("**Training Services**") to educate Client's users on RigER functionality. Training options include:
  - a) RigER Academy – online e-learning system (additional Fees apply)
  - b) Online custom Training (additional Fees apply)
  - c) On Site custom Training (additional Fees apply)

- d) Pre-recorded webinars
- e) RigER Knowledge Base.

## 1.6 Hosting Services

- 1.6.1 Licensor shall provide hosting service through third party providers.
- 1.6.2 The Hosting Centre Locations are as follows: USA and Canada

## Section 2. Custom Programming Services

- 2.1.1 Licensor can provide custom programming services and related work set out in a SOW ("**Custom Programming Services**"), to be performed by Licensor upon Client request. Custom Programming Services Fees have to be 100% pre-paid unless otherwise stated in a SOW.

## Section 3. Support Services

### 3.1 General Support Services Standards

- 3.1.1 Support Services Hours: Support will be provided from 8:00 a.m. to 5:00 p.m. Central Standard Time ("**Standard Business Hours**"), each day other than a Saturday, Sunday or statutory holiday in Texas ("**Business Days**"). After-hours support will be available for Severity 1 and Severity 2 requests in the form of cell phone and/or email.

- 3.1.2 Licensor Support Contacts:

Telephone 1-888-865-8903  
Email [support@riger.us](mailto:support@riger.us)  
Web portal [www.riger.us/support](http://www.riger.us/support)

### 3.2 Severity Levels

- 3.2.1 Severity Level 1. Defined as a situation where an Error stops the Supported Software from running, or so severely impacts production use of the Supported Software that Client's business operations are critically affected. Licensor will use continuous diligent effort to Respond within **(1) one hour**, regardless of whether it is during Licensor Standard Business Hours or outside of the same, and use commercially reasonable efforts to resolve the issue, or develop a temporary workaround, as quickly as possible.
- 3.2.2 Severity Level 2. Defined as a situation where an Error causes important features of the Supported Software to be unavailable with no reasonable workaround and there is a serious impact on Client's productivity, but production use of the Supported Software is continuing or not stopped and Client can reasonable continue working. Licensor will use continuous diligent effort to Respond within **(4) four hours** and use commercially reasonable efforts to provide a workaround and include a fix for the event in the next Maintenance Release.
- 3.2.3 Severity Level 3. Defined as an Error which causes important features of the Supported Software to be unavailable, but a workaround exists, or which causes less significant features of the Supported Software to be unavailable with no reasonable workaround. Licensor will use continuous diligent effort to Respond within **two (2) business days** and use commercially reasonable efforts to include a fix for the event in the next Maintenance Release.
- 3.2.4 Severity Level 4. Defined as a Client requests information, an enhancement, or documentation clarification regarding the Supported Software but there is no material adverse impact on the operation of the Supported Software. Licensor will use continuous diligent effort to provide an initial Response regarding



the requested information or documentation clarification within four **(4) hours** and will provide options for enhancements, including potentially a written estimate for work involved.

#### **Section 4. Maintenance Services**

- 4.1.1 Regularly Scheduled Maintenance: Licensor shall install all regularly scheduled error corrections, upgrades, updates, bug fixes and enhancements to the Software, which will be implemented for Licensee's Services on reasonable notice by Licensor to Licensee and according to a mutually agreed schedule.
- 4.1.2 Error Correction: Licensor shall maintain and update the System by installing upgrades, updates, bug fixes and enhancements, as required, to correct errors, failures and malfunctions in the Software, including any bug fixes and/or enhancements that are commercially available to any of Licensor's other customers. Should Licensee determine that the Software includes a defect, Licensee may at any time file error reports and Licensor shall use commercially reasonable efforts to correct any errors. During maintenance periods, Licensor may, at its discretion, upgrade versions, install error corrections and apply patches to the System. Licensor shall use commercially reasonable efforts to avoid unscheduled downtime for Software maintenance.
- 4.1.3 Scheduled Maintenance Windows: Licensor will have the right, in its sole discretion, to render the Services inaccessible to Client in order to perform scheduled maintenance, repairs, upgrades, updates or other changes to the System deemed necessary by Licensor at a maximum of twice per week up to a maximum of four (4) hours per week, without incurring any liability to Client ("Scheduled Maintenance"). Scheduled Maintenance will only occur Monday or Thursday between 2:00 a.m. and 4:00 a.m. Mountain Time ("Scheduled Maintenance Window"). Licensor may change the Scheduled Maintenance Window or schedule a non-standard Scheduled Maintenance by providing Client with forty-eight (48) hours' prior notice in a reasonable method agreed by the Parties and upon obtaining Client's consent. Scheduled Maintenance will not be included in the calculation of Availability; however Licensor shall use commercially reasonable efforts to minimize unavailability of the System ("System Downtime") during Scheduled Maintenance Windows.
- 4.1.4 Unscheduled Maintenance: Licensor will have the right, in its sole discretion and at any time, to render the Services inaccessible to Licensee in order to provide emergency maintenance, repairs, upgrades, updates or other changes to the System deemed necessary by Licensor ("Unscheduled Maintenance"). Licensor shall provide Client with notice of Unscheduled Maintenance as soon as possible in a reasonable method agreed by the Parties. System Downtime resulting from Unscheduled Maintenance will be included in the calculation of Availability.

#### **Section 5. Reporting**

- 5.1.1 Licensor shall monitor and can, upon licensee's request, report to Client:
  - a) Support request activity;
  - b) Scheduled Maintenance;
  - c) Other such reports of the type, content and frequency as reasonably requested, from time to time, from Client.
- 5.1.2 Licensor agrees that it shall immediately report to Client any circumstances or events that may have the potential to materially impact the delivery of Services or Service Levels.
- 5.1.3 The Parties shall meet on an annual basis to review the results of the monitoring and reporting activities of the previous year and discuss any improvements, initiatives or changes.