

MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement ("Agreement") is made effective as of the <date> by and between ASPIRE HR, INC ("AHR"), a Delaware corporation, having its principal place of business at 5151 Belt Line Rd, Suite 1125, Dallas, Texas 75254, and <client> offices at <client address>. ("Licensee").

The parties acknowledge and agree each of the following Exhibits, all of which are incorporated herein, are included as part of this Agreement:

- Exhibit A- Software, Fees and Payment
- Exhibit B- Specification of Software
- Exhibit C- Maintenance and Support

WHEREAS, AHR desires to grant to Licensee, and Licensee desires to accept from AHR, a license to Use (as defined herein) AHR's proprietary Software and Implementation Services (as defined herein) upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, AHR and Licensee agree as follows:

1. GRANT OF LICENSE OF SOFTWARE. AHR grants and Licensee accepts a worldwide, non-exclusive, and non-transferable (except as otherwise set forth in this Agreement) right to use the Software identified on the attached Exhibit B, subject to the rights and restrictions set forth in this Agreement. The Licensee must seek additional licenses, and pay additional fees hereunder for use of the Software beyond the grant of license and its rights and restrictions set forth in this Agreement and Exhibit B. Licensee acknowledges that AHR retains any rights under applicable copyright laws or international treaty provisions. Licensee may not modify or adapt the Software in whole or in part (including, but not limited to, translating or creating derivative works) or reverse engineer, decompile or disassemble the Software. Licensee may not use the Software for timesharing, ASP, rental or service bureau purposes. Licensee shall not remove any copyright notices or other proprietary notices from the Software or documentation for the Software.

2. LICENSE AND MAINTENANCE FEE. In consideration for the license and rights herein granted by AHR to Licensee and the other undertakings of AHR contained herein, Licensee shall, upon delivery of the Software, pay to AHR the fee(s) in the amount (s) set forth in Exhibit A.

Amounts invoiced by AHR hereunder (including, without limitation, pursuant to Section 6 below) are due upon receipt. Invoices not paid within thirty (30) days after they are due shall incur interest at the lower of the rate of one and one-half percent (1.5%) per month or the highest rate legally permitted on the amount overdue. The interest shall be calculated from the date payment is originally due hereunder until the date payment is made in full.

3. TAXES. License and Maintenance Fees and other charges described in this Agreement and its Exhibits do not include federal, state or local sales, use, property, excise, service or similar taxes ("Tax(es)") now or hereafter levied, all of which shall be for Licensee's account. With respect to state/local sales tax, direct pay permits or a valid tax-exempt certificate must be provided to AHR prior to the execution of this Agreement. If AHR is required to pay Taxes (excepting taxes on AHR's income), AHR shall invoice Licensee for such Taxes. Licensee hereby agrees that Licensee shall be responsible for any Taxes and related costs, interest, and penalties paid or payable by AHR.

4. COPYRIGHT AND OWNERSHIP. The Software is owned by AHR, its agents, employees, affiliated firms, successors or subsidiaries and is protected by copyright laws and international treaty provisions. Licensee acquires only the non-exclusive right to use the Software as permitted herein and does not acquire any rights of ownership or other rights in the Software.

This Agreement accompanies all Software and related explanatory materials and documents that may be provided to Licensee under this Agreement. The term "Software" shall include all Software products and specifications which are contemplated by this Agreement. The term shall also include any modified versions or updates of the Software provided to Licensee by AHR, or undertaken or modified by Licensee or its agents, representatives, affiliates, employees or subcontractors on AHR's behalf and written request. Provided, however, some features of the Software may not be enabled if they do not fall under the feature set(s) covered by the specific license fee paid.

5. TRANSFER OF SOFTWARE. The Software may not be transferred, sold, assigned, sublicensed or otherwise conveyed (whether by operation of law or otherwise) by Licensee to another party without AHR's prior written consent.

6. **COPY RESTRICTIONS AND OTHER RESTRICTIONS.** Licensee may not copy the Software, except that Licensee may make one copy of the Software for back-up and archival purposes and Licensee may make one copy of the documentation for the Software for Licensee's own internal use. Licensee may not modify or adapt the Software in whole or in part (including, but not limited to, translating or creating derivative works) or reverse engineer, decompile or disassemble the Software (except to the extent applicable laws specifically prohibit such restriction and except as specifically permitted in the documentation for the Software). Licensee may not use the Software for timesharing, ASP, rental or service bureau purposes. Additionally, Licensee will not publish or make available to any third party any analysis of the results of operation of the Software, including but not limited to performance benchmarking results. Licensee shall not remove any copyright notices or other proprietary notices from the Software or documentation for the Software and Licensee must reproduce such notices on all copies or extracts of the Software and documentation for the Software. Licensee may not sublicense, resell, transfer, copy, distribute or otherwise present the Software (or any elements thereof) to any third parties, except as otherwise permitted in this Agreement. The Licensee shall not (or cause the Software to be) export(ed), re-export(ed) or ship(pped), directly or indirectly, the Software to any country for which requires an export license or other governmental approval without first obtaining such license or approval.
7. **CONFIDENTIALITY.** The parties agree that, except as permitted under this Agreement, they will not, without the prior written consent of the other party, use any Confidential Information for its own benefit, or publish, disclose, communicate, reveal or divulge any such Confidential Information to, or use any such Confidential Information for the direct or indirect benefit of, any person, corporation or other entity, and will use the same degree of care to avoid publication or dissemination of any such Confidential Information as each employs with respect to its own information which it does not desire to have published or disseminated. As used herein, the term "Confidential Information" means all information that is disclosed to either party hereunder, including but not limited to information that is designated in any manner as confidential, and any information that includes any technical specifications or software code, including, without limitation, trade secrets or know-how, proprietary software processes or techniques, and contract terms or conditions, information that either party should reasonably know is confidential, including, without limitation, information about the operation of AHR's Services, AHR's customer lists, and Software, Licensee data or other information about AHR and Licensee business procedures (whether in tangible or intangible form, in written or in machine readable form, or disclosed orally or visually). Confidential Information shall not include any information that: (i) is or becomes generally known to the public without the receiving party's breach of any obligation to the disclosing party; (ii) was independently developed by the receiving party without the receiving party's breach of any obligation to the disclosing party; or (iii) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation to the disclosing party. Licensee agrees that it shall not disclose the terms and conditions of this Agreement and the pricing contained therein to any third-party without the expressed written consent of AHR.
8. **TERMINATION.** The Term of this Agreement shall commence on the Effective Date listed above, and continue until _____ "Initial Term"). Following expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods ("Renewal Term"), unless terminated by either party at the end of the Initial Term or the end of the Renewal Term by providing written notice thereof at least thirty (30) days before the scheduled expiration of, as applicable, the Initial Term or a Renewal Term, in which event such Initial Term or the Renewal Term shall expire on the last day of such Initial Term or Renewal Term.

This Agreement may be terminated immediately (a) by the mutual agreement of the parties; (b) by AHR in the event of Licensee's breach of licenses granted; (c) by either party in the event of breach by the other party of the confidentiality obligations contained herein; (d) for cause by either party, in the event that the other party commits a material breach of this Agreement and does not cure such breach within thirty (30) days of receipt of written notice specifying such breach and the party's intent to terminate; (e) if either party ceases to carry on business as a going concern, either party becomes the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver or similar officer is appointed with respect to a substantial part of its assets and such situation remains uncured for thirty (30) days following the affected party's receipt of notice of from the other party.

In the event of a conflict between the Initial Term as set forth in Exhibit A and this Paragraph 8, the term set forth in Exhibit A and B will govern.

9. **MAINTENANCE AND ADDITIONAL SERVICES.**

9.1 **Maintenance:** In consideration for Licensee paying to AHR, in advance, the annual maintenance fees or annual license fees as defined in Exhibit A, AHR shall provide maintenance for the Software. AHR shall commence such maintenance services upon receipt of the maintenance fee or annual license fees.

9.2 **Maintenance Provisions:** All maintenance and support will be provided in accordance with AHR's Software Service Levels as defined in Exhibit C. Licensee is requested to acquire and install any and all standard updates provided and required by SAP. Failure to apply these updates could adversely affect the functioning of the Software, the maintenance of such Software, and any warranties provided herein on the Software and Implementation Services.

10. **LIMITED WARRANTY.** For a period of six (6) months from the date of this Agreement, AHR warrants that the Software shall be substantially free from material program errors, and that it shall function substantially in accordance with the express written product specifications for the Software. Additionally, AHR does not warrant the accuracy of any data extracted from Licensee's system. With respect to the Implementation Services provided hereunder, AHR warrants that such Services shall conform in all material respects to the specifications relating to such services. AHR's warranty is subject to Licensee providing AHR necessary access, including remote access, to the Software. Licensee shall provide AHR with sufficient test time and support, including a reproducible test case, on Licensee's Designated Unit(s) to

correct any defects of which Licensee has notified AHR in writing within the warranty period in sufficient detail such that AHR can confirm in fact such defect or non-conformity exists. Except for the foregoing, the Software is provided AS IS. Licensee's sole and exclusive remedy and the entire liability of AHR under this limited warranty will be, at AHR's option, repair or replacement of the Software, or refund of the prorate License Fees.

THE LIMITED WARRANTY EXPRESSED IN THIS AGREEMENT IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. NO OTHER WARRANTY REGARDING THE SOFTWARE OR SERVICES PROVIDED PURSUANT HERETO IS MADE HEREUNDER BY AHR AND ALL OTHER CONDITIONS, WARRANTIES, AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, ARE EXCLUDED, INCLUDING, BUT NOT LIMITED TO, CONDITIONS OR WARRANTIES RELATING TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATIONS CONTAINED IN ANY MANUAL, TEST PROGRAM, PRODUCT OR PRODUCT DESCRIPTIONS ARE HEREBY EXCLUDED.

11. **LIMITATION ON LIABILITY.** Neither AHR, its subsidiaries, employees, agents, independent contractors, affiliated firms, shall under any circumstances be liable for any loss or damage hereunder, including, without limitation, any inaccuracy of data, loss of profits or indirect, special, incidental or consequential damages.
12. **LIABILITY AND INDEMNIFICATION.** The following states the entire liability of AHR with respect to infringement of copyrights, trade secrets, patents and other intellectual property rights by the Software. AHR shall have no liability with respect to any alleged or proven infringement other than the following:
 - a) **Intellectual Property Indemnification.** AHR shall defend, at its expense, any action brought against Licensee to the extent that it is based on a claim that the use of the Software when used within the scope of, and in full compliance with, this Agreement infringes any patent, trade secret or copyright of any third party. AHR shall indemnify Licensee from any costs, damages and fees finally awarded against Licensee which are attributable to such claim, provided that Licensee notifies AHR promptly in writing of the claim. Licensee shall permit AHR, at its sole discretion, to defend, compromise or settle the claim and shall provide all available information, assistance and authority to enable AHR to do so, provided AHR reimburses Licensee its reasonable, out-of-pocket expenses for such activity. Licensee shall have no authority to settle any claim on behalf of AHR.
 - b) **Intellectual Property Infringement Remedy.** Should the Software become or, in the opinion of AHR, be likely to become the subject of a claim of infringement of a patent, trade secret or copyright, AHR may, at its sole discretion (a) procure for Licensee, at no cost to Licensee, the right to continue to use the Software; or (b) replace or modify the Software and/or documentation for the Software, at no cost to Licensee, to make it non-infringing, provided that the same function is performed by the replacement or modified Software and/or documentation for the Software; or (c) if the right to continue to use cannot reasonably be procured and the Software cannot reasonably be replaced or modified, terminate the license to use the Software and/or documentation for the Software, remove the Software, and refund a portion of the license fees paid for the Software. Such portion shall be determined based on a three (3) year straight-line depreciation of the license fees paid for the Software from the date of the license grant.
 - c) **Exclusions.** AHR shall have no liability for any claim of copyright, trade secret or patent infringement based on (a) the use of other than the then latest release of the Software; or (b) the use or combination of the Software with software, hardware or other materials not provided by AHR.
 - d) **Liability for Lost Data.** AHR's liability for lost data is restricted to the costs incurred in efforts typically required for its replacement; provided, however, that regular, documented and appropriate measures were taken to prepare verified backup copies of the lost data.
13. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties with respect to the Software and Implementation Services.
14. **GOVERNING LAW.** This Agreement shall be governed by and construed under the laws of the State of Texas without reference to its conflicts of law principles. The parties agree that the state and federal courts situated in Dallas County, Texas shall have exclusive jurisdiction to resolve any disputes with respect to this Agreement, and no other court shall have jurisdiction to resolve any disputes with respect to this Agreement. In the event of any conflicts between foreign law, rules and regulations, and United States of America law, rules and regulations, United States of America law, rules and regulations shall prevail.
15. **DISPUTE RESOLUTION.** Any dispute arising between the parties shall be settled exclusively by arbitration in Dallas, Texas, USA, as the sole and exclusive jurisdiction, under the Rules of Commercial Arbitration of the American Arbitration Association then applying, before a single arbitrator selected under those rules. The arbitral language shall be English. The arbitral award may be enforced in any court having jurisdiction thereof.
16. **SEVERABILITY.** To the extent that any law, statute, treaty, or regulation by its terms as determined by a court, tribunal, or other government authority of competent jurisdiction, is in conflict with this Agreement, the conflicting terms of this Agreement shall be superseded only to the extent necessary to comply with such law, statute, treaty, or regulation. If any portion of this Agreement shall be otherwise unlawful, void

or for any reason unenforceable, then that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties. In either case, the remainder of this Agreement shall continue in full force and effect.

17. WAIVER. Except as otherwise specifically provided herein, the waiver by any party of a breach or default by the other party of any provision of this Agreement shall be in writing and shall not be construed as a waiver by such party of any succeeding breach or default by the other party of the same or another provision.

18. MARKETING EFFORTS. In consideration for the Software pricing provided in Exhibit A of this Agreement, Licensee agrees to cooperate in the following Marketing Efforts:

- contribution to development of a case study, including allowing interviews and reporting metrics;
- use of Licensee logo on AHR materials.

19. COMPLIANCE WITH LAWS. Licensee shall be responsible for complying with all applicable governmental laws with respect to the use of the Software by Licensee.

20. FORCE MAJEURE. Neither party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement where and to the extent that such failure or delay results from causes outside the reasonable control of the party that cannot be avoided by the exercise of reasonable diligence. Such causes shall include, without limitation, Acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, civil commotion, or the like.

21. SOURCE CODE

21.1 Source code is defined as those statements in a computer language which, when processed by a compiler, assembler, or interpreter, become executable by a computer. Upon the occurrence of any one or more of the events listed below, AHR shall provide on magnetic media a machine readable copy of all source code for the Software licensed by Licensee. Such source code shall be AHR's most current production version as of the date of shipment as well as any source code developed for Licensee. Concurrently with the date of shipment, AHR shall also provide those aids which it has used, and which are necessary to effectively use the source code. Such aids include but are not limited to flow charts, decision tables, conversion plans, utilities, test data, data files containing translation codes, argument lists and documentation on the source code aids. Source code and aids shall be provided to the Licensee when:

- 1) AHR makes the source code available to its other commercial customers; or
- 2) AHR ceases to offer maintenance or warranty services; or
- 3) AHR ceases doing business for any reason; or
- 4) AHR commits any act of bankruptcy within the meaning of the federal bankruptcy law; or if bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings shall be instituted by or against AHR.

21.2 Upon the Licensee's receipt of the source code, the same restrictions on use, transfer, sale, license, and assignment shall apply to the source code as those which apply to the Software acquired under this Agreement.

22. COUNTERPARTS; FACSIMILES. This Agreement may be executed in multiple counterparts. Facsimile signatures shall be effective.

23. EXPORT CONTROLS. Licensee acknowledges that the Software and Services supplied by AHR are subject to export controls of the laws of Canada and the United States. Licensee shall comply with all export laws, restrictions and regulations having application to it whether of Canada, the United States or foreign agency or authority. Licensee shall not export, re-export or otherwise transmit, download or use, directly or indirectly, any software, information, data, or other materials received under this Agreement in violation of any such restrictions, laws or regulations. Licensee shall indemnify, defend and hold harmless AHR from any loss, liability, cost or expense (including reasonable legal fees) related to any action arising from Licensee's failure to comply with this section.

24. Notices: Except as otherwise provided in this Agreement, all notices required under this Agreement shall be in writing and shall be deemed given when delivered by hand or facsimile, or three (3) days after mailing, postage prepaid, by certified mail, return receipt requested, to the below addresses or such other addresses as either party shall specify in a written notice to the other:

In the case of AHR Solutions, Inc.:

Aspire HR, Inc.
5151 Belt Line Rd,
Suite 1125,
Dallas, Texas 75254

In the case of Licensee:

<client name>
<address>
<City, State>
<Zip code>

Attn: Kevin Chase, CEO

Attn:

- 25. **Relationship of Parties.** Nothing herein shall constitute Licensee as the agent, legal representative, partner, joint venturer, or employee of AHR. Licensee shall have no right nor power to, and shall not in any manner attempt to, bind or obligate AHR nor shall Licensee represent that it has any right to do so.
- 26. **SURVIVAL PERIOD.** The provisions of Sections 4, 6, 7 10, 11, 12, 14 and 15 of this Agreement shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first above written.

AHR:

ASPIRE HR, INC.

By: _____

Name: _____

Title: _____

LICENSEE:

<Client name>

By: _____

Name: <client representative>

Title: <title>

Exhibit A

Company Name:	<company name>	Purchase Order Number:	
Company Address: City, State: Zip:	<address>	Phone: Fax:	
Contract Owner:		Email Address:	
Billing Address: City, State: Zip:		Billing Phone: Billing Fax:	

C O N T R A C T T E R M S A N D C O N D I T I O N S					
Contract Term (months)				Renewal Date:	
Contract Start Date:				Contract End Date:	
Payment Terms:				Payment Method: <input checked="" type="checkbox"/> Check <input type="checkbox"/> Credit Card	
Solution	Description	Pricing Metric	Annual Price	Year 1 Annual Subscription Fees	Subsequent Year Annual Subscription Fees
AspireHR Aspire Benefits	US Benefits enrollment and Benefits Administrator Dashboards	Up to XX,XXX Users	\$X.XX per User	\$XXX,XXX	\$XXX,XXX
OTHER ITEMS		Description			PRICE (USD)
Implementation		Refer to SOW			n/a
				TOTAL PRICE	\$XXX,XXX

NOTES:

- The above includes the cooperative development by Licensee of a CASE STUDY and PRESS RELEASE relating to Licensee's use of Software.
- Implementation fees quoted assume that services are provided remotely. Onsite services will result in additional hourly fees and costs for travel and living expenses.

Exhibit B

Specification of Software

Definitions

"Initial Contract Term" shall mean for this Exhibit B only, the term set forth in Exhibit A for the Software.

"Renewal Contract Term(s)" shall mean for this Exhibit B only, a subsequent annual term agreed to by the Licensee and Licensor.

"Contract Term" shall mean for this Exhibit B only, collectively the "Initial Contract Term" and "Renewal Contract Term(s)".

"SAP Site" shall mean the SAP landscape where the Software is to be installed and which includes a production instance and associated quality assurance, development, sandbox, training, and other instance(s) with the named SAP installation number, each of which may be at multiple different physical locations.

"SAP Site License Key" shall mean the license file provided by AHR to the Licensee containing information associating the Software with the Licensee and SAP Site and a set of software keys used to activate the Software.

"User" shall mean an individual who has been given permission by the Licensee to access the Software in accordance with the terms hereunder.

"User License Key" shall mean the license file provided by AHR to the Licensee containing information associating the Software with the named User, and a set of software keys used to activate the Software.

"Annual Subscription Fees" means prepaid annual Software subscription including Software upgrades and access to a support web site on the internet.

Software Product Name: AspireHR Aspire Benefits ("Employee Benefits Administration")

Grant of License

Licensee may install Software at one (1) SAP Site(s) and Licensee's authorized Users may use the Software during the Contract Term(s). Following expiration of the Initial Contract Term, this Contract Term shall automatically renew for successive one (1) year Renewal Contract Term(s), unless terminated by either party by providing written notice thereof at least ninety (90) days before the scheduled expiration of the current Contract Term. All use of the Software must cease on the expiration of the Contract Term, unless the Software Annual Subscription is renewed and Annual Subscription Fees paid in accordance with the payment terms set forth in the Exhibit A and Software Grant of License.

AHR will provide Licensee with a unique License Key, and such License Key must be kept confidential and used solely for the purpose of enabling Licensee to use the Software in accordance with the terms and conditions of this Agreement.

Subscription Fees:

The Annual Subscription Fees in Exhibit A are the minimum Annual Subscription Fees for the Initial Contract Term. Licensee shall be invoiced on the anniversary of the Contract Start Date fees equal to the greater of a) minimum Annual Subscription Fees b) the actual peak User count rounded up to the nearest 100 Users during the preceding year multiplied by the Annual Price/User on the anniversary of the Contract Start Date.

Users licenses are required for US and Canada employees for (a) active employees (including those on Leave of Absence) (b) retired and terminated employees receiving benefits. Historical records for terminated US and Canada employees not receiving benefits do not require a User license.

For addition Licensee Users exceeding the Exhibit A Users licensed during the Contract Term in Exhibit A, the additional per User Annual Subscription Fees will be invoiced from the date of the Software deployment for the additional Users.

Renewal Contract Term:

After completion of the Initial Contract Term, AHR may change the Annual Price/User for subsequent Renewal Contract Term(s). AHR shall provide at least ninety (90) days' notice of the Annual Price/User prior to the end of the then current term. Client shall be invoiced on the anniversary of the Contract Start Date fees equal to the actual peak User count rounded up to the nearest 100 Users during the preceding year multiplied by the Renewal Term Annual Price/User.

Upon the expiration or termination of this Agreement or Contract Term, all rights granted to Licensee related to the Software shall revert to AHR, Licensee shall immediately discontinue use of the Software and, upon request by AHR, Licensee shall certify in writing to AHR within thirty (30) days that the affected copies of the Software, in whole or in part, in any form, have either been returned to AHR or destroyed in accordance with AHR's instructions.

Product Description

AspireHR Aspire Benefits

AspireHR Aspire Benefits is an SAPUI5 SAP NetWeaver Gateway component that integrated with SAP Benefits Administration. It can be installed in SAP ECC 6.0 on-premise and SuccessFactors Employee Central Payroll systems. It is designed for organizations that prefer internal administration of employee benefits including Health, Insurance, HSA, FSA, Savings and Credit plans. Aspire Benefits allowing employees to review eligible plans, view plan content, select plans, and finalize choices during open enrollment and qualifying life events. Aspire Benefits also provides configurable web-based benefit administrator dashboards. The employee data displayed in these dashboard includes Benefits, Payroll and Personnel Administration data where available in the system where the Software is installed. Users may also take action from the dashboards on the employees including updating an employee infotype or send an email to the employee. Aspire Benefits integrates with SuccessFactors' Platform using the SAP Cloud Platform to deploy as a SuccessFactors Extension.

Exhibit C
AHR Solutions Support

The following criteria have been defined as Service Levels and are the basis for identifying AHR's Support Availability:

Definitions

- i. **"Business Day"** means Monday through Friday, excluding US holidays:
- ii. **"Business Hours"** means 8:30AM – 5:30PM CST every Business Day.
- iii. **"Business Hours Support Line"** is a telephone number that customers should call for Developer Support during Business Hours. The telephone number is +214-880-0099, Select the option for Software Support
- iv. **"Support Email"** is an email address to which Developer Support or Critical Issue Support requests can be submitted. It is SoftwareSupport@AspireHR.com
- v. **"Support Web Site"** is a website available with product and service information at <http://support.aspirehr.com/>
- vi. **"Critical Problem"** is a demonstrable and confirmed defect in the AHR Software which causes the Licensee to be unable to perform a critical business function that the Licensee was previously able to perform while using the AHR Software.
- vii. **"Other Problem"** is any other issue that does not meet the description of "Critical Problem".

Software Application Support

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
Business and financial exposure			
The application failure creates a serious business and financial exposure.	The application failure creates a serious business and financial exposure.	The application failure creates a low business and financial exposure.	The application failure creates a minimal business and financial exposure.
Work Outage			
The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to perform some small portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.	The application failure causes the client to be unable to perform a minor portion of their job, but they are still able to complete most other tasks.
Number of Clients Affected			
The application failure affects a <i>large</i> number of clients.	The application failure affects a <i>large</i> number of clients.	The application failure affects a <i>small</i> number of clients.	The application failure may only affect one or two clients.
Workaround [This bullet carries the heaviest weighting of the characteristics for Severity 1 and 2.]			
There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way).	There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way).	There may or may not be an acceptable workaround to the problem.	There is likely an acceptable workaround to the problem.
Response Time			
Within four hours.	Within eight hours or by next business day (EST).	Within eight hours or by next business day (EST).	Within eight hours or by next business day (EST).
Resolution Time			
The maximum acceptable resolution time is five business days, after initial response time.	The maximum acceptable resolution time is 30 business days.	The maximum acceptable resolution time is 60 business days.	The maximum acceptable resolution time is 90 calendar days.