

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (this “**Agreement**”) is made and entered into by and between Customer (as defined below) and Lintelio, LLC, an Arizona limited liability company with an address at 8360 East Via de Ventura, Suite L200, Scottsdale, AZ 85258 (“**Lintelio**”) effective as of the date the Customer (as defined below) agrees to be legally bound by this Agreement by virtue of its acceptance of an Order Form and Quote (as defined below) (the “**Effective Date**”).

RECITALS

- A. Lintelio is the owner or licensee of a certain health and safety software and related applications that are useful for digital engagement by “End Users”.
- B. Lintelio wishes to grant, and the Customer wishes to obtain, certain licenses and related services with respect to such software.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS. Capitalized terms used in this Agreement shall have the following meanings or as otherwise set forth herein:

“**Confidential Information**” shall have the meaning assigned to it in **SECTION 10 (“CONFIDENTIAL INFORMATION”)**.

“**Customer**” means any Person that has accepted the terms and conditions of this Agreement by entering into an Order Form and Quote or Statement of Work.

“**Customer Representatives**” shall mean up to three (3) regular employees of the Customer who have been identified as such in writing to Lintelio, and who are authorized to make decisions, provide approvals, and to receive Maintenance and Support on behalf of the Customer.

“**Disclosing Party**” shall have the meaning assigned to it in **SECTION 10 (“CONFIDENTIAL INFORMATION”)**.

“**Documentation**” shall mean any written documentation provided by Lintelio to explain and assist in the use of the Licensed Software, whether printed, electronic, magnetic or in other format.

“**Effective Date**” shall mean the Subscription Start Date as noted in the Order Form and Quote.

“**End User**” shall mean a Person that uses the Licensed Software including such Person’s children, parents, guardians, elderly persons, students, or other third party for whom such End User is responsible, in each case as applicable.

“**Error**” shall have the meaning assigned to it in **Exhibit A (“MAINTENANCE AND SUPPORT”)**.

“EULA” shall mean the agreement agreed to by each End User as a condition to using and gaining access to the Licensed Software available at this website. <https://www.lintelio.com/terms>.

“Fees” shall mean any amounts owed or paid by the Customer to Lintelio in connection with this Agreement for the use of the Licensed Software in an amount as set forth in an applicable Order Form and Quote or Statement of Work, as applicable.

“Form of EULA” shall have the meaning assigned to it in **Subsection 3.1 (“Grant of License”)**.

“IP Claim” shall have the meaning assigned to it in **Subsection 6.1 (“By Lintelio”)**.

“JAMS” shall have the meaning assigned to it in **Subsection 14.6(A) (“Process”)**.

“Licensed Software” shall mean the software or other application products that are ordered by Customer under an accepted Order Form and Quote, Statement of Work or other online purchasing portal.

“Maintenance and Support” shall have the meaning assigned to it in **EXHIBIT A (“MAINTENANCE AND SUPPORT”)**.

“Person” shall mean any individual, partnership, limited liability company, corporation or other legal entity.

“Order Form and Quote” shall mean an ordering document or online order specifying the Licensed Software to be provided hereunder that is entered into between Customer and Lintelio, including any addenda and supplements thereto.

“Receiving Party” shall have the meaning assigned to it in **SECTION 10 (“CONFIDENTIAL INFORMATION”)**.

“Statement of Work” shall mean a written amendment to this Agreement modifying terms, Fees or licenses granted herein or as described in an Order Form and Quote, and which may also include specialized services to be provided under this Agreement.

“Term” shall have the meaning assigned to it in **Subsection 11.1 (“Term”)**.

“Updates” shall have the meaning assigned to it in **EXHIBIT A (“MAINTENANCE AND SUPPORT”)**.

2. FEES.

2.1 Fees. Fees for licenses of the Licensed Software as of the Effective Date are as set forth in each Order Form and Quote or any Statement of Work, as applicable, and are subject to change by Lintelio upon advance written notice.

2.2 Order Form and Quote and Statements of Work. From time to time, the Customer may (i) elect into any additional services from Lintelio which shall result in additional

Fees as set forth in the applicable Order Form and Quote; or (ii) mutually agree with Lintelio on any Statement of Work based upon a corresponding pre-existing Order Form and Quote. Once elected into by the Customer, each Order Form and Quote or Statement of Work, as applicable, is a separate agreement between the parties, and hereby incorporates by reference all the terms of this Agreement. Unless otherwise expressly stated in a Order Form and Quote or Statement of Work, in the event of any conflict, the terms of the body of this Agreement shall control over the terms of the Order Form and Quote or Statement of Work, as applicable.

3. LICENSE GRANT, OWNERSHIP AND SERVICES.

3.1 Grant of License. Subject to the Customer's performance hereunder, including without limitation the timely payment of Fees, Lintelio hereby grants to the Customer a nonexclusive, nontransferable, Fee-bearing license, solely during the term, to use the Licensed Software through and by its End Users; provided, however, as a condition to using the Licensed Software, each End User shall be required to agree to the form of EULA at <https://www.lintelio.com/terms>.

3.2 Ownership. The Customer is not acquiring any right or interest in the Licensed Software, other than the license to use, and authorize its End Users to use, the Licensed Software. There are no implied licenses granted. Lintelio reserves all rights not expressly granted to the Customer and Lintelio and its licensors retain title and full ownership of the Licensed Software and all intellectual property rights therein, under all applicable laws of the United States and any other applicable state, federal, or foreign law. The Customer may not: **(a)** modify, create derivative works of, translate, reverse engineer, reverse compile, or reverse assemble the Licensed Software; **(b)** use the Licensed Software to assist in the development of any other computer program or any other product or service; or **(c)** copy the Licensed Software in whole or in part. The Customer acknowledges that Lintelio may analyze the Customer's usage of the Licensed Software for product support, product development, and administrative and business purposes.

3.3 Training. Lintelio shall provide reasonable training and instruction to the Customer regarding use of the Licensed Software.

3.4 Purchased Services. Where so agreed between the parties in an Order Form and Quote or Statement of Work, Lintelio may provide certain professional, development, data conversion, Customer or End User assistance or other services ("**Purchased Services**"). The description of such Purchased Services and the amount of corresponding Fees shall be as set forth in a corresponding Order Form and Quote or Statement of Work.

4. LICENSED SOFTWARE. Lintelio shall make the Licensed Software available to the Customer and its End Users subject to the terms of this Agreement. In such case, the Licensed Software will be provided by the Customers directly to End Users from the Apple App Store, the Google Play Store, or such other platform as Lintelio may allow. Each End User shall be required to register with Lintelio and to agree to the EULA in the Form of EULA inclusive of a "Platform License and Terms of Service" and "Privacy Policy" as a condition of gaining access to the Licensed

Software. The Customer shall be responsible to pay all corresponding Fees for all End Users as calculated and provided in each Order Form and Quote or applicable Statement of Work.

5. WARRANTY DISCLAIMER.

5.1. Statement of Limited Warranty. Lintelio hereby warrants solely to the Customer that the Licensed Software as made available by Lintelio shall be free of Errors in ordinary use as provided by this Agreement.

5.2 Remedy. In the event of any breach of the warranty set forth in **Subsection 5.1 (“Statement of Limited Warranty”)**, the Customer shall give prompt written notice thereof to Lintelio via a Customer Representative. In such case, Lintelio shall use its commercially reasonable efforts to provide Maintenance and Support as described in **SECTION 7 (“MAINTENANCE AND SUPPORT”)** to correct any corresponding Error in accordance with this Agreement. Such Maintenance and Support are the Customer’s sole remedy and Lintelio’s liability for any breach of the Statement of Limited Warranty.

5.3 Disclaimer. THE WARRANTY SET FORTH IN SUBSECTION 5.1 (“STATEMENT OF LIMITED WARRANTY”) IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. LINTELIO DISCLAIMS ALL OTHER WARRANTIES REGARDING THE LICENSED SOFTWARE AND ANY OTHER GOODS OR PURCHASED SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, USAGE OR TRADE, AND INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. LINTELIO DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL MEET THE CUSTOMER’S OR END USER’S REQUIREMENTS OR THAT ACCESS TO THE LICENSED SOFTWARE WILL BE UNINTERRUPTED.

6. INDEMNIFICATION.

6.1 By Lintelio. Lintelio shall indemnify, defend, and hold harmless the Customer from and against any losses, liabilities, damages and expenses (including without limitation reasonable attorneys’ fees) arising out of or related to any third-party claim that a Customer’s or End User’s use of the Licensed Software under a EULA directly infringes any copyright, trademark or misappropriates the trade secrets of a third party (each, an “**IP Claim**”). The Customer shall promptly notify Lintelio in writing of each IP Claim, and shall ensure that the corresponding End User shall tender to Lintelio the right to defend or settle such IP Claim. Lintelio shall have sole control over the defense and settlement of each IP Claim, and the Customer shall cooperate with Lintelio in the defense and settlement thereof. The Customer shall have the right to participate with Lintelio in such defense and settlement at the Customer’s sole option and expense. If an IP Claim is commenced against the Customer or is in the judgment of Lintelio likely, Lintelio may, at Lintelio's option, modify or replace the Licensed Software so that the Licensed Software performs comparable functions without infringement, or obtain a royalty-free license for the Customer to use the Licensed Software; or if neither alternative is available on commercially reasonable terms, Lintelio may terminate this Agreement including any corresponding Statement of Work.

6.2 By the Customer. The Customer shall indemnify, defend, and hold harmless Lintelio from and against any losses, liabilities, damages and expenses (including without limitation reasonable attorneys' fees) arising out of or related to any third-party claim alleging any illegal, false, deceptive or misleading acts or omissions by the Customer or an End User regarding the performance of this Agreement or the use of the Licensed Software. Lintelio shall promptly notify the Customer in writing of each such claim.

6.3 Entire Obligation. THIS SECTION 6 ("INDEMNIFICATION") STATES LINTELIO'S ENTIRE OBLIGATION TO THE CUSTOMER AND THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF ANY OTHER PERSON.

7. MAINTENANCE AND SUPPORT.

7.1 Scope. Subject to the Customer's performance hereunder, including without limitation the timely payment of Fees, Lintelio will use its commercially reasonable efforts to provide Maintenance and Support as outlined on **Exhibit A ("MAINTENANCE AND SUPPORT")**. For the elimination of doubt, Lintelio shall provide Maintenance and Support directly to the Customer solely through the Customer Representatives and to End Users solely within and as outlined on **Exhibit A ("MAINTENANCE AND SUPPORT")**.

7.2 Exclusions. Maintenance and Support shall not include any of the following:

- A.** End User credential creation, configuration or management;
- B.** Assistance or training, other than as described in **Subsection 3.3 ("Training")**; or
- C.** Custom features, enhancements or functionality.

8. FEES AND PAYMENT.

8.1 Fees. The Customer agrees to pay Lintelio all corresponding Fees for each Licensed Software module accepted by the Customer in each Order Form and Quote or any corresponding Statement of Work. Lintelio shall invoice the Customer for all Fees for each Licensed Software module accepted by the Customer as set forth in each Order Form and Quote or any corresponding Statement of Work.

8.2 Taxes. The Customer shall be responsible for and shall pay any and all governmental, federal, state, or local taxes (other than taxes based on Lintelio's income), including sales taxes imposed in connection with the Licensed Software or the performance of the Purchased Services and the rights granted herein, and including without limitation taxes assessed because a Customer or End User is located in any particular jurisdiction. The Customer hereby agrees to indemnify, defend and hold Lintelio harmless from and against any such taxes and will promptly reimburse Lintelio for any taxes that Lintelio is required to pay as a result of the Customer's failure to pay taxes.

9. LIMITATION OF LIABILITY.

OTHER THAN FOR ANY BREACH OF SECTION 10 ("CONFIDENTIAL INFORMATION"), ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY EXCEEDING OF THE SCOPE OF ANY LICENSE GRANTED HEREIN, IN NO EVENT WILL EITHER PARTY, ITS SUBSIDIARIES OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES BE LIABLE TO THE OTHER PARTY, ITS SUBSIDIARIES OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF USE, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, IN ANY WAY RELATED TO THIS AGREEMENT, THE LICENSED SOFTWARE, PURCHASED SERVICES, OR TRAINING, EVEN IF SUCH PARTY HAS BEEN ADVISED OF, OR COULD HAVE REASONABLY FORESEEN, THE POSSIBILITY OF SUCH DAMAGES. OTHER THAN FOR ANY BREACH OF SECTION 10 ("CONFIDENTIAL INFORMATION"), ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY EXCEEDING OF THE SCOPE OF ANY LICENSE GRANTED HEREIN, IN NO EVENT WILL EITHER PARTY'S LIABILITY TO THE OTHER EXCEED THE AMOUNTS OWED TO LINTELIO HEREUNDER, OR TEN THOUSAND DOLLARS (\$10,000), WHICHEVER IS GREATER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, OR OTHERWISE.

10. CONFIDENTIAL INFORMATION.

10.1 Description. Each party (the "**Disclosing Party**") may from time to time during the Term of this Agreement disclose to the other party (the "**Receiving Party**") certain non-public information regarding the Disclosing Party's business, including without limitation technical, marketing, financial, personnel, planning, and other information ("**Confidential Information**"). The Disclosing Party shall mark all such Confidential Information in tangible form with the legend 'confidential,' 'proprietary,' or with similar legend. Regardless of whether so marked, however, all information relating to the Licensed Software (including any Documentation) and Purchased Services, shall be deemed the Confidential Information of Lintelio.

10.2 Protection of Confidential Information. Except as expressly permitted by this Agreement, the Receiving Party shall not disclose the Confidential Information of the Disclosing Party and shall not use the Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement. The Receiving Party shall limit the disclosure of the Confidential Information of the Disclosing Party to the employees of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement, and who are, with respect to the Confidential Information of the Disclosing Party, bound in writing by confidentiality terms no less restrictive than those contained herein. The Receiving Party shall provide copies of such written agreements to the Disclosing Party upon request; provided, however, that such agreement copies shall themselves be deemed the Confidential Information of the Receiving Party.

10.3 Exceptions. Notwithstanding anything herein to the contrary, Confidential Information shall not be deemed to include any information which: **(a)** is independently

developed by the Receiving Party without access to, or use of, the Confidential Information; **(b)** is approved in writing by the Disclosing Party for disclosure by the Receiving Party; **(c)** is required to be disclosed in order for the Receiving Party to enforce its rights under this Agreement; or **(d)** is required to be disclosed by law or by the order of a court or similar judicial or administrative body; provided, however, that the Receiving Party shall notify the Disclosing Party of such requirement immediately and in writing (if permitted by law), and shall cooperate reasonably with the Disclosing Party, at the Disclosing Party's expense, in the obtaining of a protective or similar order with respect thereto.

10.4 Return of Confidential Information. The Receiving Party shall return to the Disclosing Party, destroy or erase all Confidential Information of the Disclosing Party in tangible form upon the expiration or termination of this Agreement, whichever comes first, and the Receiving Party shall promptly certify in writing that it has done so.

11. TERM AND TERMINATION.

11.1 Term. The term of this Agreement ("**Term**") shall commence on the Effective Date and remain in effect as set forth in each applicable Order Form and Quote or any executed Statement of Work, as applicable.

11.2 Termination. Either party may terminate this Agreement with respect to a material breach by the other party of this Agreement, a Order Form and Quote or any applicable Statement of Work where such breach has not been cured within thirty (30) days of written notice thereof ((ten (10) days for any failure to pay Fees).

11.3 Effect. Upon the expiration or termination of this Agreement, the Customer's license with respect to the Licensed Software shall immediately terminate, and the Customer shall no longer be able to access the Licensed Software or, for the avoidance of doubt, provide any access to the Customer's End Users.

12. SURVIVAL.

In the event of any expiration or termination of this Agreement, the following provisions shall survive: **SECTION 1 ("DEFINITIONS"), Subsection 2.1 ("Fees"), SECTION 5 ("WARRANTY DISCLAIMER"), SECTION 6 ("INDEMNIFICATION"), SECTION 8 ("FEES AND PAYMENT"), SECTION 9 ("LIMITATION OF LIABILITY"), SECTION 10 ("CONFIDENTIAL INFORMATION"), Subsection 11.3 ("Effect"), SECTION 12 ("SURVIVAL") and SECTION 14 ("GENERAL").**

13. ASSIGNMENT.

Neither party may assign any rights or obligations under the Agreement, either in whole or in part, without the prior, written consent of the other party, which shall not be unreasonably withheld; provided, however, that Lintelio may assign the Agreement in whole to a third party in the context of a sale, acquisition, merger or similar transaction with such party.

14. GENERAL.

14.1 Force Majeure. Neither party shall be in default by reason of any failure in performance of this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such party, including but not limited to, acts of God or of the public enemy, U.S. or foreign governmental acts in either a sovereign or contractual capacity, fire, flood, pandemics, restrictions, strikes, or embargoes.

14.2 Waiver. Any failure by either party to detect, protest, or remedy any breach of this Agreement shall not constitute a waiver or impairment of any corresponding term or condition, or the right of such party at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition. A waiver may only occur pursuant to the prior written express permission of an authorized officer of the other party.

14.3 Notices. All notices, communications, and deliveries under this Agreement (other than routine Maintenance and Support communications) must be made in writing, signed by the party making the same, delivered by hand, via registered or certified mail, return receipt requested, or via reputable overnight delivery services such as FedEx, and directed, in the case of the Customer, consistent with the contact information provided to Lintelio on the Licensed Software, or, in the case Lintelio, as follows:

If to Lintelio:

Lintelio, LLC
8360 East Via de Ventura
Suite L-200
Scottsdale, AZ 85258
Attn: Paul Binsfeld

With a copy to:

Greenberg Traurig LLP
2375 E. Camelback Road, Suite 800
Phoenix, Arizona 85016
Attn: Jake B. Smith, Esq.

14.4 Severability. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.

14.5 Governing Law. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the state of Arizona, as apply to contracts entered into and performed in Arizona between Arizona residents, and without regard to conflicts of laws provisions thereof. Subject to the obligation to arbitrate disputes set forth in

Subsection 14.6 (“Agreement to Binding Arbitration”), the state and federal courts located in Phoenix, Arizona shall have sole jurisdiction over any disputes arising hereunder and the parties hereby submit to the personal jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

14.6 Agreement to Binding Arbitration.

A. Process. In the event of any dispute between the parties, either party may initiate binding arbitration pursuant to the terms set forth in this Agreement. All claims arising out of or relating to the terms set forth in this Agreement (including their formation, performance, and breach) shall be finally settled by binding arbitration administered by JAMS/ENDISPUTE, LLC (“**JAMS**”), in accordance with the JAMS Streamlined Arbitration Rules and Procedures, excluding any rules or procedures governing or permitting class actions. Each party will have the right to use legal counsel in connection with such JAMS arbitration at its own expense. The parties shall select a single neutral arbitrator in accordance with the JAMS Streamlined Arbitration Rules and Procedures. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, scope, enforceability, or formation of this Agreement, including any claim that all or any part of this Agreement is void or voidable.

B. Location. The foregoing arbitration shall take place in Phoenix, Arizona.

14.7 Export. The Customer represents and warrants that neither it nor any of its End Users shall be: **(a)** located in an embargoed country as designated by the Office of Foreign Asset Control of the Treasury Department; or **(b)** listed on the prohibited persons list maintained by the Bureau of Industry and Security of the Department of Commerce. The Customer shall not access, use or sublicense the Licensed Software in violation of any export laws, restrictions, national security controls or regulations of the United States or other applicable foreign agency or authority.

14.8 Entire Agreement. This Agreement, including any Order Form and Quote, Statement of Work, Exhibits, attachments or amendments hereto, constitutes the entire agreement between the parties, and supersedes any prior agreement or understandings, whether oral or written, regarding the subject matter addressed herein. The recitals set forth above are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

14.9 Counterpart Execution; Electronic Signatures. This Agreement may be executed in any number of counterparts pursuant to original or electronically submitted copies of signatures (or the acceptance of the Agreement) with the same effect as if the parties had signed the same document pursuant to original signatures. All counterparts shall be construed together and shall constitute one (1) agreement. Each party executing this Agreement electronically (i.e. through the acceptance of an Order Form and Quote or otherwise) agrees that for all purposes under the E-Sign Act of 2000 and the Uniform Electronic Transaction Act (and any state colloraries), that such party affixed their electronic signature to this Agreement and that such signature was made with the intent to sign and be legally bound by this Agreement.

14.10 Equitable Relief. Each party acknowledges that, in the event of the other party's breach of this Agreement, the non-breaching party may not have an adequate remedy in money or damages. The non-breaching party will be entitled to seek an injunction against such breach from any court of competent jurisdiction. A non-breaching party's right to obtain injunctive relief shall not limit its right to seek further remedies, including damages for breach.

EXHIBIT A - MAINTENANCE AND SUPPORT

1.1 Customer Maintenance and Support. Lintelio shall provide the Customer with Maintenance and Support consisting of the following:

A. Customer Representatives may, from time to time, contact Lintelio by telephone or e-mail to consult with Lintelio regarding the operation of the Licensed Software and any reproducible failure of the Licensed Software to materially conform to its accompanying documentation in ordinary use (each such condition to be considered an “**Error**”). For the elimination of doubt, it shall be the Customer’s sole responsibility to identify, organize and communicate Errors to Lintelio only through the Customer Representatives.

B. Customer Representatives shall provide to Lintelio all documentation and related information with respect to each Error, and Lintelio shall examine same. Where a Customer Representative has properly notified Lintelio of an Error, Customer shall fully cooperate with Lintelio in all respects, including without limitation to reproduce the Error by providing screen shots or allowing screen sharing to enable Lintelio personnel to observe such Error.

C. To the extent that any such Lintelio examination confirms the existence of Errors, Lintelio shall use its commercially reasonable efforts to correct such Errors by providing Updates to the Licensed Software, and shall provide conforming Licensed Software to Customer promptly thereafter.

D. Lintelio will provide the Customer Representatives access to Lintelio’s support portal for reporting Errors. Customer Representatives may also contact Lintelio by telephone at (480) 717-6857 between the hours of 8:00 a.m. and 5:00 p.m., Mountain Time, Monday through Friday, excluding national holidays, or via email at help@intelio.com. Maintenance and Support requested outside those hours and days will be commenced on the next scheduled working day.

E. Errors shall be classified as follows for purposes of Maintenance and Support:

(i) “Level 3 Errors” shall mean Errors which cause a major, severe endemic system-wide failure where the Licensed Software is substantially unavailable for use;

(ii) “Level 2 Errors” shall mean Errors which cause a serious impairment of a material aspect of the Licensed Software;

(iii) “Level 1 Errors” shall mean Errors which are not Level 2 Errors or Level 3 Errors.

F. Lintelio shall use its commercially reasonable efforts to respond to and acknowledge Errors as follows:

(i) Level 1 Errors: Customer shall report Level 1 Errors to Lintelio by email or via the support portal. Lintelio shall respond and acknowledge such notice promptly.

(ii) Level 2 Errors: Customer shall report Level 2 Errors to Lintelio by email or via the support portal. Lintelio shall respond and acknowledge such notice promptly.

(iii) Level 3 Errors: Customer shall report Level 3 Errors to Lintelio and Lintelio shall use its diligent efforts to respond and acknowledge such notice by telephone, via support portal, email or text within four (4) hours of receipt. Lintelio will promptly thereafter assemble a team of Lintelio engineers to provide corresponding Maintenance and Support, and shall inform the Customer of the contact information for the leader of such team.

G. Lintelio may, from time to time, issue new additions, versions, releases, corrections or improvements to the Licensed Software (collectively, “**Updates**”), and will incorporate such Updates into the Licensed Software without notice. Updates that provide additional functionality or features may be subject to additional Fees.

1.2 End User Maintenance and Support. Lintelio shall provide End Users with Maintenance and Support consisting of the following:

A. End Users may, from time to time to contact Lintelio between the hours of 8:00 a.m. and 5:00 p.m., Mountain Time, Monday through Friday, excluding national holidays or via email at help@lintelio.com, via the support portal, or via the Licensed Software, to consult with Lintelio regarding the operation of the Licensed Software, including any questions as to proper use, features, functions and problems.

B. Lintelio shall use its commercially reasonable efforts to assist such End Users and to provide answers to their questions.