



## TAZA SOFTWARE SERVICES AND SUPPORT AGREEMENT

THIS SOFTWARE SERVICES AND SUPPORT AGREEMENT (the “**Agreement**”) is being executed between **TAZA CORP** a Delaware corporation (“**TAZA**”) and “**Client**”, referred to herein collectively as the “**Parties**,” and individually as a “**Party**”.

### RECITALS

**A.** TAZA owns a proprietary software product that is designed to allow users and other professionals to manage the lifecycle of a real estate project. TAZA provides a variety of related services including integration, customization, and maintenance and support services, all as more specifically outlined below.

**B.** Client desires to obtain from TAZA such services, and TAZA is willing to provide such services to Client, all subject to the terms and conditions of this Agreement.

### AGREEMENT

**1. DEFINITIONS.** The following initial capitalized terms as used in this Agreement, attached Exhibits, together with any documents which reference this Agreement will have the meanings set forth below. Other terms are defined within the body of the Agreement.

**1.1 “Affiliate”:** The organizations partially or fully owned by, operated by, managed by, affiliated with or under common control with Client as listed in Part 1 of Exhibit A hereto.

**1.2 “Delivery”:** With respect to any item of Software or Documentation, the electronic enrollment and delivery, via remote telecommunications (e.g., a VPN or the Internet), of the Client version of the Software.

**1.3 “Documentation”:** The standard published documentation for the Software as provided by TAZA, in written or electronic form. The Documentation may include user, administrator and technical operations manuals and publications that facilitate the use and operation of, or relate to, the Service.

**1.4 “Executable Code”:** means the fully compiled version of a software program that can be executed by a computer and used by an end user without further compilation.

**1.5 “Hardware”:** The computer, network, communications and/or other physical equipment that is required to run the Software and is listed on Exhibit B hereto.

**1.6 “IP Rights”:** collectively means any and all rights, title and interest in intellectual property including, without limitation, all patents, copyrights, trademarks, service marks, trade secrets and other proprietary right arising or enforceable under the laws of any jurisdiction or multilateral international treaty regime.

**1.7 “Client’s Business”:** The business, including the provision of services to buyers, of Clients and all activities which support or relate to such business, as the same may change from time to time.

**1.8 “Software”:** means the Executable Code of the Software and any other software programs described in Exhibit B under the heading “Software” and any modified, updated or enhanced versions of such programs (including, without limitation, Updates or Upgrades) that TAZA or its suppliers may provide to Client pursuant to this Agreement.

**1.9 “Updates”:** means modifications or revisions to the Software and/or Documentation that may be made by TAZA from time to time during the Term, that: (i) provide minor enhancements or corrections in the Software; (ii) are made to TAZA’s standard commercial platform; and, (iii) are made generally commercially available by TAZA to TAZA’s customers; provided, however, Updates do not include (x) updates to Client’s integration partners’ software except as provided for in Exhibit A, (y) Upgrades, or (z) software and modules that are not included among the core system and features of the Software but are made available to customers of the software for a separate price (“**Modules**”).

**1.10 “Upgrades”:** means new versions, releases or enhancements to the Software that: (i) provide new, improved, different or additional features or functionality; (ii) are made to TAZA’s standard commercial platform; and, (iii) are made generally commercially available by TAZA to TAZA’s customers; provided, however, Upgrades do not include (x)

upgrades to Client's integration partners' software, (y) Updates, or (z) Modules.

**2. SERVICES PROVISION.** During the Term, TAZA hereby agrees to provide Client with the "Managed Services" (as outlined below and, together with the other services provided by TAZA as outlined in Section 4.1-4.4 below, the "Services") on a non-exclusive basis solely for Client's Business and subject to the terms and limitations set forth in this Agreement. During the "Term" (as defined below), Client will not obtain services similar to the Services from any third party. Client may only use the Services for the purposes set forth herein and only for real estate project management outlined on Part 1 of Exhibit A hereto. For purposes hereof, the "**Managed Services**" are: (i) remote Software access for Client as described in Exhibit B; (ii) TAZA server administration (server troubleshooting, OS patches and OS and web server security alerts); (iii) TAZA database backup scripts and procedures (iv) site monitoring; (v) application administration and optimization (database maintenance, data archival, log file maintenance, file system maintenance and application configuration not under the client's control); and (vi) on-call support staff available for severity level 1 problems on a continuous basis (24x7x365). TAZA shall provide the Managed Services for the "Fees" (as defined in Section 5 below) until the expiration or termination of the Term. TAZA will host the Software on its premises (or through a general hosting agreement with a commercially viable third party) on the **Hardware**.

**3. IMPLEMENTATION. Appointment of Designated Liaisons.** Each Party shall appoint an employee to serve as primary point-of-contact to the other Party for purposes of facilitating implementation and ongoing support/optimization. After the Effective Date, these individuals shall conduct a new client orientation teleconference during which the implementation process and plan will be discussed (the "Commencement of Services"). Once the plan is established, each Party shall make available such resources and shall perform its designated tasks in accordance with the agreed upon implementation plan, or subsequent jointly agreed upon revisions.

**4. ADDITIONAL TERMS.**

**4.1 Support.** During the Term of this Agreement, TAZA shall provide Client with the support services ("Support") set forth in Exhibit C subject to the terms and subject to the conditions contained thereon as well as in the other provisions of this Agreement. Such Support services include any Updates and Upgrades to the Software and corresponding Managed Services made available by TAZA during the Term generally to its other customers.

**4.2 Integration and Customization.** TAZA shall provide integration and customization services to further customize the Services for Client, as mutually agreed upon by the Parties as set forth in Part 2 of Exhibit A.

**4.3 Publicity.** Client agrees that TAZA may reference Client as TAZA's customer in TAZA press releases, on TAZA's website, and in TAZA's sales and marketing efforts. Except for the foregoing, each Party must obtain the prior written consent of the other Party before any press release or other marketing material referencing the other Party is disseminated, and such consent shall not be unreasonably withheld or delayed.

**4.4 Access to Results.** Client shall provide TAZA with access to aggregated data regarding the results obtained by Client in using the Services. TAZA shall have the right to use such aggregated data in whatever manner TAZA deems appropriate for TAZA's internal business purposes, including, without limitation, making improvements to the Services. Data may be used for marketing purposes by TAZA as mutually agreed.

**5. FEES AND PAYMENT.** Client will pay to TAZA the Fees for Services as set forth in Part 2 of Exhibit A (collectively, the "Fees"). TAZA shall issue its First Invoice to Client upon the Commencement of Services. The Monthly Fee for Month 1 shall be pro-rated based on the days remaining in the month following the Commencement of Services. TAZA shall then invoice Client monthly as of the first of each calendar month for the remainder of the Term. Payments shall be due in full within twenty (20) days of Client's receipt of each TAZA itemized invoice. All payments shall be made in U.S. Dollars. Late payment balances shall accrue interest, from the date due until the date paid, at a rate equal to the lesser of: (a) one and a half percent (1.5% per month); or (b) the maximum rate permitted under applicable law.

**6. CPI Increase.** TAZA reserves the right to change its Fees and charges for the Services, each year on the anniversary date of this Agreement. TAZA may increase all Fees by an amount equal to three percent (3%) plus the increase in the ECI (U.S. Department of Labor's Employment Cost Index for Professional, Specialty and Technical Occupations in Private Industry) from the prior calendar year. TAZA will notify Client of such fee changes at least thirty (30) days in advance of such increase.

## **7. WARRANTIES & DISCLAIMERS**

**7.1 General Warranties.** Each Party represents, warrants, and covenants on a continuing basis during the Term that such Party has the power and authority to execute and perform its obligations hereunder.

**7.2 TAZA Warranties.** TAZA represents, warrants, and covenants on a continuing basis during the Term that the Services will be performed in a professional, workmanlike manner. Client's sole and exclusive remedy for a breach of 7.2 is for TAZA to re-perform such Services giving rise to such breach.

**7.3 Client Warranties.** Client represents, warrants, and covenants on a continuing basis during the Term it shall: (i) perform and implement this Agreement and use the Services only as specified hereunder and only for lawful purposes; and (ii) not utilize, in connection with the Services or this Agreement, any data, including the private records of all users of the Software.

**7.4 Disclaimer. THE EXPRESS WARRANTIES IN SECTIONS 7.1-7.3 ARE THE ONLY WARRANTIES PROVIDED BY THE PARTIES, AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SOFTWARE OR SERVICES OR THIS AGREEMENT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.**

**7.5 LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT TAZA IS NOT PROVIDING AND SHALL HAVE NO LIABILITY WHATSOEVER REGARDING ANY DATA OR OTHER CONTENT THAT IS ENTERED INTO CLIENT'S SYSTEM AND PROCESSED BY THE SOFTWARE OR OTHERWISE USED IN CONNECTION WITH THE SOFTWARE OR SERVICES BY CLIENT, ITS USERS, OR ANY OTHER THIRD PARTY, AND THAT CLIENT SHALL BE SOLELY RESPONSIBLE FOR ANY DISPUTE OR CLAIM ARISING FROM OR RELATING TO ANY SUCH DATA OR CONTENT (INCLUDING, WITHOUT LIMITATION, THE ACCURACY THEREOF, OR THE CREDENTIALS CLAIMED BY ANY CLIENT USER OR OTHER THIRD PARTY USING THE SOFTWARE OR SERVICES).**

## **8. INDEMNITY.**

**8.1 By TAZA.** TAZA will indemnify, defend and hold harmless Client from all damages, liabilities, charges, and expenses (including reasonable attorney's fees) from all claims, lawsuits, or other proceedings brought against Client by a third-party alleging that the Software or any part thereof infringes such third party's IP Rights, and TAZA shall pay all costs and damages finally awarded against Client that are specifically attributable to such claim. Notwithstanding the foregoing, TAZA will have no obligation under this Agreement with respect to any infringement claim based upon any use of the Software not in accordance with this Agreement and the Documentation provided by TAZA or for purposes not intended by TAZA. **THIS SECTION 8.1 STATES TAZA'S ENTIRE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.**

**8.2 By Client.** Client will defend at its own expense any demand, suit, action, or claim (each, a "Claim") made against TAZA brought by a third party arising from or relating to: (i) any breach by Client of any of its obligations, representations, warranties, or responsibilities in this Agreement; (ii) use of the Services for any purpose not expressly authorized under this Agreement or the Documentation provided by TAZA; (iii) use of the Services (as made available by Client) by any individual or entity enabled with access by Client (a "Client User") or other third party; (iv) any content or data provided by Client, any Client User or other third parties; (v) any violation of any IP Rights, publicity, privacy, confidentiality, contractual or other rights, of any third party; and (vi) violation of any applicable privacy, or any law or regulation, by Client. Client will pay any and all liabilities, costs, expenses (including reasonable attorneys' fees), losses, and damages suffered or incurred by TAZA resulting from or in connection with all such Claims.

**9. LIMITATION OF LIABILITY. EXCEPT TO SATISFY A PARTY'S INDEMNIFICATION OBLIGATION IN SECTION 8: (I) IN NO EVENT WILL EITHER PARTY, OR ITS SUPPLIERS, BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOST, INACCURATE, OR INCOMPLETE INFORMATION OR DATA, OR ANY LOST PROFITS, ARISING FROM OR RELATING TO THE SOFTWARE, THE SERVICES, OR THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND, (II) IN NO EVENT SHALL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE OR SERVICES, WHETHER IN CONTRACT OR**

**TORT OR OTHERWISE, EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO TAZA HEREUNDER IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. LICENSEE ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT TAZA WOULD NOT HAVE ENTERED INTO THIS AGREEMENT ON THESE TERMS WITHOUT THESE LIMITATIONS ON ITS LIABILITY.**

## **10. TERM AND TERMINATION.**

**10.1 Term.** Unless sooner terminated in accordance with Section 10.2, this Agreement will become effective as of the Effective Date and shall continue for an initial term of one (1) month starting upon the Commencement of Services (the “Initial Term”).

**10.2 Termination.** TAZA may terminate this Agreement, effective immediately upon written notice to Client, if: (a) Client commits a material breach of this Agreement that is incapable of being cured; or (b) Client commits a material breach of Sections 2, 6, 7.1, 7.3 or 11.3 of this Agreement that is capable of being cured and does not cure such breach within sixty (60) days after receiving written notice thereof from TAZA.

**10.3 Effects of Termination.** Upon termination of this Agreement for any reason, all rights granted in this Agreement will immediately terminate, and Client must (i) immediately discontinue all use of the Services; (ii) purge and destroy all Confidential Information of TAZA, including all copies of the Documentation in Client’s possession or control; and (iii) certify, in writing, to TAZA that it has fully complied with these requirements. Within sixty (60) days of notice of termination of this Agreement, and at no charge to Client, TAZA will provide to Client or destroy all Client identifying data (but not anonymous, non-identifiable data) that TAZA maintains for Client as part of this Agreement. TAZA will provide this data in an industry standard format and on industry standard media as reasonably determined by TAZA and provide Client with documentation on the extraction file layout and field descriptions. After TAZA receives written confirmation that the data extract has been received, TAZA must (i) purge and destroy all Confidential Information of Client in TAZA’s possession or control; and (ii) certify, in writing, to Client that it has fully complied with these requirements.

**10.4 Survival.** Any payment obligation of a Party, and any other terms of this Agreement which contemplate continuing effectiveness, shall survive the termination or expiration of this Agreement for any reason.

## **11. GENERAL.**

**11.1 Ownership.** The Software, Hardware, and Documentation, and any modifications or derivative works thereof, as well as all know-how provided by TAZA to Client, and all IP Rights in all of the foregoing, are and at all times shall remain the sole and exclusive property of TAZA or its licensors. TAZA and its licensors reserve all rights, title and interest in and to the Software, Hardware and Documentation. Nothing in this Agreement will be deemed to grant by implication, estoppel or otherwise, a license under any of TAZA’s existing or future patents. If, during the Term, any new software code is developed by either Party, or any third party under the direction of TAZA, in connection with the integration of the TAZA software with Client computer systems (“**Integration Code**”), then upon its creation: such Integration Code shall be deemed to be Software as defined herein, and shall be owned by TAZA as set forth herein. Client shall not reverse engineer or decompile the code underlying the Software.

**11.2** The “receiving party” (as defined below) and its affiliates, and its or their affiliates’ officers, directors, trustees, employees, advisers, agents or other personnel, will not directly or indirectly, disclose, publish, disseminate or use any Confidential Information (as hereinafter defined) except as authorized herein. The receiving party may use Confidential Information to facilitate and/or perform the Services, as the case may be, but in doing so will only allow dissemination of Confidential Information internally on a need-to-know basis (provided such persons are first informed of the confidential nature of such information and directed to use or disclose it only as permitted herein). If the receiving party must disclose any Confidential Information as required by law, then the receiving party may make such disclosure after providing the disclosing party with reasonable notice so that the “disclosing party” (as defined below) may seek protective relief. The obligations under this paragraph 11.2 will survive the Termination Date, but Confidential Information that is not a trade secret will cease to be protected hereunder two years after the Termination Date. On request, or on termination of this Agreement, the receiving party will return to the disclosing party all of the disclosing party’s Confidential Information embodied in tangible form, and will destroy, unless otherwise agreed, all other Confidential Information of the disclosing party. For purposes of this Agreement, with respect to a party (the “receiving party”), “Confidential Information” means business, including terms of this Agreement, or technical information or data (oral,

written, electronic or otherwise), including, without limitation, a trade secret (as defined under applicable law), of, about, or disclosed by, the other party (the “disclosing party”) that is competitively or commercially valuable to disclosing party and not generally known or readily available by legal means to others. Confidential Information shall not include information which (i) at the time of disclosure, was published, known publicly, or otherwise in the public domain, (ii) after disclosure, is published, becomes known publicly, or otherwise becomes part of the public domain through no fault of the receiving party, (iii) prior to the time of disclosure, is known by the receiving party or, after disclosure, is independently developed by the receiving party as evidenced by its written records, or (iv) after disclosure, is made available to the receiving party in good faith by a third party who is under no obligation of confidentiality or secrecy to the party disclosing the Confidential Information.

**11.3 Assignment.** Client may not assign or delegate, by operation of law or otherwise, any of its rights under this Agreement to any third party without TAZA’s prior written consent. Any such attempted assignment or delegation shall be void. TAZA may freely assign this Agreement or delegate its obligations hereunder provided any such assignee or delegate agrees in writing to be bound by the terms of this Agreement.

**11.4 Notices.** All notices, consents or approvals under this Agreement must be in writing, and delivered by courier, or by electronic facsimile (fax) to the other Party at the address set forth beneath such Party’s signature, and will be effective upon delivery if sent by courier, or upon verification of receipt if sent by electronic facsimile. Notices may also be sent via electronic mail, and will be effective at such time when the receiving Party confirms receipt of such notice in a writing. Either Party may change its address by giving written notice of the new address to the other Party.

**11.5 Governing Law and Venue.** This Agreement shall be governed by the laws of the State of California without reference to conflict of laws principles. Any and all disputes arising from or relating to this Agreement that are not amicably settled between the Parties shall be brought and resolved solely and exclusively in a federal court in the Southern District of California or in state court in San Diego County, California, and each Party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and irrevocably waives any objections thereto.

**11.6 Remedies; Injunctive Relief.** Except as provided in Sections 7 and 8, the Parties’ rights and remedies under this Agreement are cumulative. Client acknowledges that any actual or threatened breach of Sections 11.1 or 11.2 will constitute immediate, irreparable harm to TAZA and its suppliers for which monetary damages would be an inadequate remedy. Accordingly, in addition to any remedies that TAZA may have at law, TAZA may seek injunctive or other equitable relief, wherever TAZA deems appropriate, for any such breach or threatened breach by Client.

**11.7 Attorney’s Fees.** If any legal action is brought to enforce this Agreement, the prevailing Party will be entitled to receive reasonable attorneys’ fees, court costs and other collection expenses, in addition to any other relief it may receive.

**11.8 Waivers.** All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**11.9 Severability.** If any provision of this Agreement is unenforceable, such provision will be modified and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. If such modification is not possible under applicable law, the unenforceable provision shall be stricken and the remainder of the agreement shall continue in full force and effect.

**11.10 Construction.** The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way affect this Agreement. Unless otherwise expressly stated, when used in this Agreement the word “including” means “including but not limited to.”

**11.11 Counterparts.** This Agreement may be executed in counterparts, by facsimile, or both, each of which will be considered an original, but all of which together will constitute the same instrument.

**11.12 Force Majeure.** Except for a Party’s payment obligation hereunder, neither Party will be liable for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including acts or omissions of government or military authority, acts of God, shortages of materials, transportation delays, acts of terrorism, power shortages or outages, earthquakes, fires, floods, labor disturbances, riots, or wars.

**11.13 Relationship of Parties.** The Parties to this Agreement are independent contractors and this Agreement shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between the Parties. Neither Party shall have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

**11.14 Employee Solicitation.** Neither Party will, without the prior written consent of the other Party, either directly or indirectly, alone or in conjunction with any other person or entity, solicit or attempt to solicit any "key or material" employee, consultant, contractor or other personnel of the other Party to terminate, alter or lessen such person's affiliation with the other Party or to violate the terms of any agreement or understanding between such employee, consultant, contractor or other person and the other Party at any time during the Term and for one (1) year following termination of this Agreement. For purposes of this section 11.14, "key or material" employees, consultants, contractors or other personnel shall mean those persons or entities who have provided services in connection with the performance of this Agreement.

**11.15 Entire Agreement.** This Agreement, together with Exhibits A, B, and C, constitutes the complete and final agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, or other communications between the Parties, oral or written regarding such subject matter. This Agreement may be amended only in a written document signed by both Parties.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

## **EXHIBIT A**

### **PART 1: CLIENTS**

The Implementation Fee for the Services is inclusive of initial implementation services. The Parties agree that the Monthly Fee shall have been earned by TAZA ratably during each month of the Agreement starting upon the Commencement of Services, continuing through the Term. Month 1 of the Term shall be the partial month starting upon the Commencement of Services and each successive Month of this Agreement shall commence as of the 1<sup>st</sup> day of each calendar month thereafter through the Term.

TAZA's reasonable travel expenses for implementation and ongoing support / optimization shall be reimbursed by Client at actual cost.

Additional services and customization requested and approved by Client in writing shall be invoiced at a rate of \$250 per hour.

## **EXHIBIT B**

### **SOFTWARE**

#### **TAZA SOFTWARE:**

#### **HARDWARE:**

No additional hardware required from Client.



## EXHIBIT C

### MAINTENANCE SERVICE AND SUPPORT TERMS

1. **SCOPE OF COVERAGE.** TAZA will only provide maintenance services in connection with this Agreement under these Maintenance and Support Terms for the then-current version of TAZA Software. As used herein, a “version” is any version of the TAZA Software designated, in TAZA’s sole discretion, by a change in the version number to the left of the first decimal point. In addition, TAZA shall be under no obligation to continue performance under these Maintenance and Support Terms to the extent that Software is used in any manner that violates the Agreement.

2. **SERVICES.** For periods for which the Maintenance Fee (as defined below) has been paid TAZA will:

Correct, within the timeframes set forth below, any documented and reproducible defects in the Software which cause the Software not to operate in all material respects in accordance with the Documentation.

<i><b>Severity Level</b></i>	<i><b>Response Time</b></i>	<i><b>Resolution</b></i>
Level 1	<1 day	As soon as commercially reasonable with a dedicated and sustained effort, normally within 1 working day.
Levels 2 and 3	Commercially reasonable efforts to have problem fixed within the next subsequent scheduled release.	Response Times and Resolution hours, for all defects not severity level one, shall be during TAZA business hours only. For severity level 1 defects TAZA will provide after-hours numbers to call.

Client will be notified on a regular basis as to the progress of the corrective efforts until such time as a correction is completed. TAZA agrees to escalate the resolution of errors to its development team in the event an error is a Severity 1 or in the case of errors of lesser degrees if the time frames for error resolution have not been met or appear unlikely to be met.

(a) Definition of Severity Levels:

(i) A “Severity 1 Error” shall mean the TAZA Software is unusable and there is no workaround acceptable to the Client. TAZA will provide regular updates informing Client of the progress to remedy the reported problem. For Severity 1 Errors only, telephone support is available to report irregularities 24 hours per day 7 days per week.

(ii) A “Severity 2 Error” shall mean the TAZA Software is operational with functional limitations or restrictions that are serious and cause the Client hardship, but for which a workaround solution exists, and the problem can be fixed in a future release. TAZA will provide regular updates informing Client of the progress to remedy the reported problem.

(iii) A “Severity 3 Error” shall mean all other functional or operational bugs.

2.2 Provide telephone, email and internet web site technical support with respect to the TAZA Software between the hours of 8:00 a.m. to 5:00 p.m. Pacific time, Monday through Friday, excluding TAZA -observed holidays.

2.3 Provide updates to the Software which are created during the term of the Agreement when TAZA makes them generally available in the marketplace. All updates shall be deemed accepted upon Delivery.

3. SERVICE LIMITATIONS. Maintenance and Support does not include service attributable to (a) modification, reconfiguration or maintenance by any person other than as authorized by TAZA ; (b) any factor outside of TAZA's control, including without limitation catastrophes, Client's negligence, operator error and environmental conditions; or (c) any equipment, whether Delivered by TAZA or not.

4. CLIENT OBLIGATIONS. Client shall promptly notify TAZA of any errors or discrepancies it discovers in the operation of the TAZA Software. Such information shall be deemed Confidential Information of TAZA.

