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- The terms of this Section 1(e) are applicable to You if You are a Customer-Hosted Subscription Model Customer. If there is an applicable Ordering Document stating that You have purchased a License under the Customer-Hosted Subscription Model, then You are a Customer-Hosted Subscription Model Customer.
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- You must pay an annual fee for Your subscription to use the Software and to receive Maintenance And Support.
- Unless either party provides notice to the other party at least 60 days prior to the end of the then-current annual subscription period, the term of Your subscription will automatically renew for successive annual periods.
- Once Spider Strategies receives from you payment for an annual subscription period, Spider Strategies will provide You with license key(s) that will unlock the Software only during such annual subscription period. You acknowledge that each license key works only during the annual subscription period corresponding to such key, and that unless this Agreement remains in effect and You pay for and receive from Spider Strategies a new license key for an additional annual subscription period, once the license key expires the Software will become locked and unusable by You.

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- You must purchase Maintenance And Support for the first year of Your License, and thereafter You may choose to purchase Maintenance And Support on an annual basis. The fee for Maintenance And Support for the first year of Your License is set forth in the applicable Ordering Document. If You cease paying for Maintenance And Support and later wish to resume Maintenance And Support, as a prerequisite You will need to pay Spider Strategies for the entire period in which You ceased Maintenance And Support.

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**2.2 Foreign Users:** If You are outside the United States, You agree that the amounts to be remitted to Spider Strategies are the actual amounts due without withholding taxes or other assessments by authorities anywhere in the foreign location, which withholding taxes or assessments You agree to pay. You will promptly furnish Spider Strategies with certificates evidencing payment of such amounts.

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### **3. ANNUAL MAINTENANCE AND SUPPORT.**

**Customer-Hosted Subscription Model:** Under the Customer-Hosted Subscription Model, Maintenance And Support during the applicable subscription period is included without any additional charge.

**One-Time Charge Model:** Under the One-Time Charge Model, Maintenance And Support must be purchased on an annual basis pursuant to an Ordering Document. You must be paying for Maintenance And Support in order to qualify for the Maintenance And Support services described in this Section 3. Spider Strategies, or the authorized Spider Strategies Reseller organization, will send You an invoice prior to the end of every year during which a valid Maintenance And Support fee has been paid by You, unless You have specifically informed Spider Strategies or the authorized Spider Strategies Reseller organization in writing to cancel Your Maintenance And Support, at least forty-five (45) days prior to the end of such year.

**Maintenance & Support Services Terms:** All Maintenance And Support will be provided in accordance with this Agreement and Spider Strategies' then-current Maintenance & Support Services Terms (which are incorporated herein by reference). You acknowledge that Spider Strategies, in its sole discretion, may update the Maintenance & Support Services Terms by providing You with a least 30 days' notice.

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Spider Strategies will use commercially reasonable efforts to provide error corrections or work-arounds for the most severe errors as soon as reasonably possible based upon Spider Strategies classification of the severity of the error. Expanded support or technical assistance is available per request at an additional charge in accordance with Spider Strategies' then-current policy.

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**3.2 Your Responsibilities:** You agree to provide Spider Strategies with reasonable access to Your personnel and equipment, if necessary during normal business hours in order to provide Maintenance And Support. You agree to document and promptly report all errors or malfunctions of the Software to Spider Strategies.

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Any amounts not paid when due (including License Fees and Maintenance And Support Fees) will be subject to interest at the lesser of 1.5% per month or the highest amount permissible under applicable law, whichever is less.

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Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by You, in whole or in part, whether voluntary or by operation of law without the prior written consent of Spider Strategies. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

## **13. MISCELLANEOUS.**

**13.1 Severability:** If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the remaining terms, conditions and provisions will continue to be valid and enforceable to the fullest extent permitted by law.

**13.2 Entire Agreement:** This Agreement (including any addenda hereto signed by both parties, and also including Spider Strategies' then-current Maintenance & Support Services Terms) represents the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

**13.3 Amendments:** This Agreement may not be amended, except in writing, signed by both parties. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that You may use in connection with the acquisition or licensing of the Software will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Spider Strategies to object to such terms, provisions or conditions.

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**"Evaluation License"** means a non-exclusive, non-transferable license Spider Strategies is granting to You pursuant to Section 1(a).

**"Evaluation Use"** means using the Software, in binary object code form, solely for trial and evaluation purposes.

**"License"** means an Evaluation License, a Production License or a Development License.

**"Maintenance And Support"** means the Maintenance And Support services described in Section 3.

**"One-Time Charge Model"** means a model wherein there is a one-time payment for Your License to the Software and annual payments for Maintenance And Support, as is described in further detail in Section 1(f).

**"Ordering Document"** means the Software Invoice, Purchase Order, Spider Order Form or Quotation executed by both You and Spider Strategies (or an authorized Spider Strategies Reseller organization) setting forth the details as to what rights and Licenses You are purchasing with respect to the Software and Maintenance And Support services.

**"Production License"** a non-exclusive, non-transferable license Spider Strategies is granting to You pursuant to Section 1(b).

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