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Maintenance Program. Three years after the date of the initial purchase and each three-year anniversary thereafter, Licensor may adjust the Maintenance Program Charge then in effect for all software purchased under this Agreement to 20% of the Licensor's then-current retail prices. Licensee may cancel the Maintenance Program by providing Licensor with 60 days notice prior to the end of any Maintenance Program Period. Licensor may cancel the Maintenance Program upon Licensee's failure to pay timely any applicable Maintenance Program Charge. A cancelled Maintenance Program may not be renewed except upon payment of double the amount of fees that would have been paid during the lapsed period.

6. <u>Upgrades and Patches of Sitecore Software</u>: "Patch" as used in this Agreement means a specific, targeted fix to a discrete problem in the use or functionality of the Sitecore Software that Licensor in its sole discretion defines to constitute a "Patch" and may from time to time provide to Licensee. "Upgrade" as used in this Agreement means a new version of some or all of the Sitecore Software, or an improvement in the use or functionality of the Sitecore Software more substantial than a Patch, that Licensor in its sole discretion defines to constitute an "Upgrade" and may from time to time provide to Licensees enrolled in the Sitecore Maintenance program. Licensee expressly acknowledges that Upgrades and Patches may change functionality of the Sitecore Software and integration with other systems, and may not work with some or all of the Sitecore Software modules, or be backward compatible with earlier versions of Sitecore Software. Installation of Patches and Upgrades is the choice and responsibility of Licensee. To the extent that operation of the Sitecore Software is affected by problems in standard software, including, but not limited to, Microsoft Internet Explorer, Windows and the Microsoft.Net Framework, then Licensee shall install updates to such standard software per Licensor's specifications in order to resolve these issues. Licensor has no control over such standard software, and cannot assure that problems with such standard software will be corrected, or that such corrections will be made in a timely manner.

7. <u>Waivers</u>: All waivers must be in writing and signed by authorized representatives of the parties. Any waiver or failure to enforce any provision of this Agreement on one occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.

8. <u>Severability</u>: If any provision of this Agreement is adjudicated to be unenforceable, such provision shall be deemed changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions shall continue in full force and effect.

9. <u>Assignment</u>: Licensee may not assign this Agreement, by operation of law or otherwise, which includes any change of control in the ownership structure of Licensee. Licensor may assign this Agreement to a successor (whether by merger, a sale of all or a significant portion of its assets, a sale of a controlling interest of its capital stock, or otherwise) that agrees to assume Licensor's obligations under this Agreement. Any attempted assignment or transfer in violation of this Section shall be void and of no force or effect. Subject to the provisions of this Section 9, this Agreement shall be binding upon the successors and assigns of the parties.

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