

TECHNICAL SOFTWARE SUPPORT POLICY

At any given time, provided that Client has paid the applicable Support Services fees, Model N shall provide support for (a) the then current version of the Software, and (b) the immediately preceding version of such Software, but only for a period of twelve (12) months following the release of the then current version that is made generally available, and further provided that all such Software is then generally available from Model N and is operated on a Supported Platform (defined below). Such Software is referred to in this Policy as the "Supported Software."

1. Supported Platform

The following hardware and software platforms and requirements ("Supported Platform(s)") are supported by Model N and required to operate the Software:

- Compatible Operating Systems: Windows 2000, Windows 2003, Windows XP (with latest service packs).
- Disk Space required: 80 MB for the Software application. Additional space is required to store data files.
- RAM: 256 MB or Microsoft's recommended amount for the applicable operating system.
- Software: Java v. 1.6 (installed automatically as a part of the Software installation, if it is not already on the machine).

2. Technical Support

Support shall be provided for the Supported Software primarily through email and telephone support as provided during Model N's Technical Support's normal business hours in North America, i.e., between the hours of 8:00 a.m. and 5:00 p.m., Mountain Time, regular U.S business days, holidays excepted. Client may contact Model N for support at dataconnect_support@Model N.com or by calling 303-308-3300. Client shall use commercially reasonable efforts to provide Model N with the necessary remote access (e.g. public internet access) to Client's Supported Platform so that Model N may provide remote diagnostic capability. Model N does not assure performance of the Support Services described herein if such remote access is not provided by Client when requested by Model N. Client may order on-site support services at Model N's standard time and materials consulting services rates plus travel and living expenses.

3. Software Update

As part of this Technical Software Support Policy Client is able to download the latest generally available Maintenance Releases of the Software.

4. Support Services Fee

Model N shall provide customary technical and software update support for the Supported Software for the specified fees during the term of this agreement. Thereafter, Client, at its option, may continue to receive Support Services described herein by paying the then current fees to Model N for such Support Services. Payment shall be due prior to the first day of the month in which Support Services are to be provided. Model N shall reinstate lapsed Support Services in accordance with its then current policies upon payment by Customer of the applicable reinstatement fee.

5. Excluded Services

The following services are outside the scope of Model N's Support Services:

- 5.1 Service for Software for which all related Maintenance and Major Releases have not been implemented by Client.
- 5.2 Service which becomes necessary due to: (i) failure of computer hardware or equipment or programs not covered by this policy; or (ii) any cause or causes beyond the reasonable control of Model N (e.g., floods, fires, loss of electricity or other utilities), negligence of Client or any third party, operator error, improper use of hardware or software or attempted maintenance by unauthorized persons.
- 5.3 Services performed at the Client's site unless the parties mutually agree otherwise.

6. Other Terms

Except as stated in this Technical Software Support Policy, services shall be subject to the terms and conditions of the applicable Software License Agreement between Model N and Client.

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