

Nominum SPS and DNSi End User License and Limited Warranty Agreement

IMPORTANT: PLEASE READ CAREFULLY. CUSTOMER'S USE OF AKAMAI'S SPS AND DNSi SOFTWARE IS SUBJECT TO THE FOLLOWING LEGAL TERMS AND CONDITIONS.

END USER LICENSE AGREEMENT

(Direct)

THIS END USER LICENSE AGREEMENT ("**AGREEMENT**") IS ENTERED INTO BY THE CUSTOMER ("**CUSTOMER**"), AND AKAMAI TECHNOLOGIES, INC. ("**COMPANY**"), EFFECTIVE AS OF THE DOWNLOAD DATE AND DESCRIBES THE TERMS AND CONDITIONS PURSUANT TO WHICH COMPANY WILL PROVIDE THE SOFTWARE TO THE CUSTOMER.

BY ACCEPTING THIS AGREEMENT, CUSTOMER IS BECOMING A PARTY TO THIS AGREEMENT AND IT IS CONSENTING TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN. CUSTOMER AGREES THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN CONTRACT SIGNED BY CUSTOMER. IF A CUSTOMER EMPLOYEE OR CONTRACTOR ("**AGENT**") IS ENTERING INTO THIS AGREEMENT ON BEHALF OF CUSTOMER, SUCH AGENT REPRESENTS AND WARRANTS THAT HE/SHE HAS THE AUTHORITY TO BIND CUSTOMER TO THESE TERMS AND CONDITIONS. BY CLICKING THE ACCEPT BUTTON OR ENTERING "YES" WHEN PROMPTED, AGENT HEREBY ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF CUSTOMER.

IF THE AGENT DOES NOT HAVE SUCH AUTHORITY, OR IF HE/SHE DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, HE/SHE MUST NOT ACCEPT THIS AGREEMENT AND CUSTOMER MAY NOT USE THE SOFTWARE.

1. License Grant, Restrictions and Ownership.

1.1 Scope. This Agreement applies to Company software as specified in the applicable Order ("**Software**") and Support licensed or otherwise purchased by Customer from Company. The Software and Support do not include installation, implementation, training or other professional services unless expressly provided in the applicable Order. Company may provide such services at Company's then-current rates under a statement of work to be agreed upon by the parties.

1.2 License Grant. Company may grant you a perpetual license or a term license. The type of license shall be set forth in the applicable Order.

1.2.1 Perpetual. If Customer has purchased a perpetual license, then subject to the terms and conditions of this Agreement, the applicable Order and payment of all applicable Fees, Company hereby grants to Customer, a perpetual (except as set forth in Section 7.2), non-sublicensable, nonexclusive, non-transferable (except as set forth in Section 11.6 below), royalty-free license to: (i) install and use the Software (in object code form only) for Customer's internal business purposes on the Platform and solely in accordance with the Documentation and/or any restrictions set forth in the applicable Order; and (ii) use and make a reasonable number of copies of the Documentation for Customer's internal business purposes and training.

1.2.2 Term. If Customer has purchased a term license, then subject to the terms and conditions of this Agreement, the applicable Order and payment of all applicable Fees, Company hereby grants to Customer, a non-sublicensable, nonexclusive, non-transferable (except as set forth in Section 11.6

below), royalty-free license during the license term (as set forth in the applicable Order) to: (i) install and use the Software (in object code form only) for Customer's internal business purposes on the Platform and solely in accordance with the Documentation and/or any restrictions in the applicable Order; and (ii) use and make a reasonable number of copies of the Documentation for Customer's internal business purposes and training.

1.3 License Restrictions. Customer shall not, and shall not allow others to: (i) disassemble, reverse engineer, decompile or attempt to discover any source code or internal structure or underlying ideas or algorithms of any Software or any part thereof (except where applicable law permits reverse engineering for interoperability purposes); (ii) modify, adapt, create derivative works of, or translate the Software or any part thereof; (iii) transfer, provide, rent, lease, lend, resell for profit, distribute or use for timesharing or service bureau purposes or otherwise use or allow others to use the Software for the benefit of any third party; or (iv) except as expressly provided for in this Agreement, copy, install or use the Software on any of its computer systems, servers, or networks. All the limitations and restrictions on Software in this Agreement also apply to Documentation. Customer shall maintain, and not obscure, the copyright notice and any other notices that appear on the Software and Documentation, including all copies thereof, on any media. Company or its licensors reserves all rights not expressly granted herein.

1.4 Usage Reports. Customer acknowledges that Company may include certain features in the Software that may prevent its usage which is inconsistent with the grants and restrictions in Sections 1.2 and 1.3, and which may prepare and send usage reports to Company via the Internet. Customer shall take no action to cause, or cause through inaction, such usage features not to function as designed, or prevent such reports from being timely and accurately prepared or delivered.

1.5 Ownership. This license is not a sale and does not convey any rights of ownership in or to the Software, Documentation or Support. The Software, Documentation and Support are the property of Company or its licensors, and are protected by copyright, trade secret and/or patent laws (including international treaty provisions). Customer acquires only those limited rights to the Software, Documentation and Support as set forth in Section 1.2.

2. Support.

2.1 Support. The license granted to Customer in Section 1.2 herein entitles Customer to Product Updates and telephone, Internet and/or e-mail based technical support from Company ("**Support**"), as further described in the support services schedule located on Company's website. Support shall commence as of the Download Date and continue for an initial period of one year, unless otherwise provided in the applicable Order ("**Support Term**"). Support must be renewed for all licensed Software prior to the expiration of the Support Term; support renewals for less than all licensed Software is not permitted. If Customer allows the Support Term to expire, Company is under no obligation to reinstate Customer's Support.

2.2 Product Updates. Upon installation, Product Updates shall be deemed "Software" for the purposes of this Agreement. Company is only obligated to provide technical support for a Major Update for 18 months from the date of the last Major Update. Nothing herein shall prohibit Company from offering modified versions of its Software, including subsequent versions, as new products or services for additional consideration.

3. Orders, Payment and Taxes.

3.1 Orders. Customer shall initiate orders by submitting an Order to Company. Each Order shall specify at least the following: (i) the type of Software and/or Support Term, as applicable, ordered; (ii) quantity; and (iii) price. No Order shall be binding upon Company until accepted by Company in

writing.

3.2 Payment. Customer shall pay Company the fees as set forth in the applicable Company quotation (the "Fees"). Unless otherwise set forth in an applicable Company quotation, (i) all invoices are due and payable to Company within 30 days of the invoice date, and (ii) all fees quoted and payments made hereunder shall be in the currency quoted by Company. Any payments made more than 30 days overdue shall include a late payment fee of 1.0% per month, or the maximum rate allowed by law, whichever is lower.

3.3 Taxes. The Fees stated are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind (including sales, services, use, and value-added taxes, but excluding taxes based on the net income of Company) which are imposed by or under the authority of any government or any political subdivision thereof on the Fees for any of the Software shall be borne by Customer and shall not be considered a part of, a deduction from or an offset against such Fees. All payments due to Company shall be made without any deduction or withholding on account of any tax, duty, charge or penalty except as required by law in which case the sum payable by Customer in respect of which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, Company receives and retains (free from any liability in respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.

4. Software Warranty and Disclaimer.

4.1 Software Warranty. Company warrants that for 30 days from the Download Date, the Software will substantially perform in accordance with the applicable Documentation ("Software Warranty"). For any claim under the Software Warranty, Customer shall promptly notify Company in writing of its claim and, provided that such claim is determined by Company to be Company's responsibility, Company shall (i) use commercially reasonable efforts to correct any error in the Software or (ii) provide Customer with a plan reasonably acceptable to Customer for correcting any such error. The preceding warranty cure shall constitute Company's entire liability and Customer's exclusive remedy for cure of the Software Warranty. The Software Warranty is made to and for the benefit of Customer only. The Software Warranty shall apply only if (i) the Software has been properly installed and used at all times in accordance with this Agreement and the Documentation; (ii) no modification, alteration or addition has been made to the Software by persons other than Company or Company's authorized representative; and (iii) a defect in or malfunction of the Software has not been caused by Customer, Customer's facilities, equipment or software, or third party software or equipment.

4.2 Disclaimer. EXCEPT FOR THE EXPRESS SOFTWARE WARRANTY ABOVE AND EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SUPPORT, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. FURTHER, COMPANY DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR SPECIFIC RESULTS OF USE, THAT THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, THAT PATCHES OR WORKAROUNDS WILL BE PROVIDED OR THAT ERRORS WILL BE CORRECTED IN PRODUCT UPDATES. ANY IMPLIED WARRANTIES THAT CANNOT BE EFFECTIVELY DISCLAIMED, BUT MAY BE LIMITED, SHALL BE LIMITED TO 30 DAYS FROM DOWNLOAD DATE.

4.3 Use of Blocking Components. CERTAIN ELEMENTS OF THE SOFTWARE ARE DESIGNED TO IDENTIFY AND BLOCK ILLEGAL, INAPPROPRIATE OR MALICIOUS DOMAINS, APPLICATIONS,

FILES AND/OR SETTINGS (THE “BLACK LIST”) THAT MAY COMPROMISE PRODUCTIVITY OR THE PERFORMANCE AND SECURITY OF YOUR NETWORK. YOU ARE SOLELY RESPONSIBLE FOR SELECTING THE BLACK LIST THAT THE SOFTWARE IDENTIFIES AND BLOCKS. YOU SHALL PROVIDE COMPANY WITH THE BLACK LIST AND COMPANY SHALL USE REASONABLE EFFORTS TO PROPERLY IDENTIFY AND BLOCK THE ITEMS ON THE BLACK LIST. FOR THE AVOIDANCE OF DOUBT, COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES THAT ARISE FROM (I) THE USE OF SUCH BLOCKING COMPONENTS OR (II) THE BLACK LIST.

5. Customer’s Warranties.

5.1 Customer represents and warrants the following: (i) it will use the Software for its own internal business purposes only, not for the purpose of providing any commercial services to other entities; (ii) it will use the Software only in accordance with this Agreement, the Documentation and the applicable Order, and, in the event of a failure to comply herewith, Customer shall pay any resulting damages (including attorneys’ fees and expenses); and (iii) it has the authority to provide Company access to the Data and Forwarded Data. Customer acknowledges that Company exercises no control over the content of the information passing through Customer’s network.

5.2 The Software may operate by forwarding certain data (“**Forwarded Data**”) to Company owned or controlled servers for processing. These servers employ proprietary technology to identify and then screen malicious or potentially unwanted content based on user-proscribed parameters. As a condition of using the Software and by accepting this Agreement, Customer: (i) represents and warrants that it is legally permitted and authorized to access, and to provide Company with access to, the Forwarded Data and agrees to provide Company with evidence of such authorization upon request; (ii) authorizes Company to act as its data processing agent, as applicable with Customer’s use of the Software; (iii) undertakes to inform the source of the Forwarded Data, to the extent required by applicable law, of the scope and purpose of the Software, which may entail the transfer of Forwarded Data to servers located outside of the European Union or other jurisdiction where Customer is located; and (iv) represents that it will otherwise use the Services only in a legal manner.

6. Limitation of Liability.

6.1 No Consequential Damages. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS LICENSORS BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND OR FOR LOST OR CORRUPTED DATA OR SYSTEM CRASH, LOST PROFITS OR SAVINGS, OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF OR INABILITY TO USE THE SOFTWARE, DOCUMENTATION OR SUPPORT. THE FOREGOING LIMITATIONS APPLY EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE.

6.2 Direct Damage Cap. IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY OR ITS LICENSORS FOR ANY CLAIM, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, EXCEED THE SOFTWARE LICENSE FEES PAID BY CUSTOMER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. THE SOFTWARE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE (SUCH AS, WITHOUT LIMITATION, THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS) IN WHICH THE FAILURE OF THE SOFTWARE COULD

LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. ACCORDINGLY, THE LICENSE GRANTED IN THIS AGREEMENT EXCLUDES USE IN ANY SUCH ENVIRONMENTS AND SUCH USE IS UNAUTHORIZED AND PROHIBITED. THE PARTIES AGREE THAT THIS SECTION 6.2 REPRESENTS A REASONABLE ALLOCATION OF RISK AND THAT WITHOUT CUSTOMER'S AGREEMENT TO THESE LIMITATIONS, THE FEES CHARGED FOR THE SOFTWARE, DOCUMENTATION AND SUPPORT WOULD BE HIGHER.

7. Term and Termination.

7.1 Term. This Agreement is effective until terminated in accordance with this Section 7 ("**Term**").

7.2 Termination. Customer may terminate this Agreement at any time by notifying Company in writing. Such termination by Customer shall be without any right of refund or set-off. In addition to any other available remedy under applicable law, Company may terminate this Agreement if Customer is in material breach of any term, condition or provision of this Agreement, which breach, if capable of being cured, is not cured within 30 days after the receipt of written notice of such breach. In the event of a breach of Sections 1.2 or 8, or if such breach is not capable of being cured, Company may terminate this Agreement immediately upon written notice to Customer.

7.3 Effect of Termination. Upon termination, Customer must destroy all copies of the Software and return or destroy all copies of the Documentation and Confidential Information in its possession or control. Sections 1.5 3, 4, 5, 6, 7.3, 8, 9, 10, 11 and 12 shall survive the termination of this Agreement for as long as necessary to permit their full discharge. Termination is not an exclusive remedy and all other remedies will be available whether or not termination occurs.

8. Confidential Information.

8.1 During the Term, each party ("**Disclosing Party**") may provide the other party ("**Receiving Party**") with confidential and/or proprietary materials and information ("**Confidential Information**"). All materials and information provided by Disclosing Party to Receiving Party and identified at the time of disclosure as "Confidential" or bearing a similar legend, and all other information that, due to its character or nature, a reasonable person in a like position and under like circumstances would treat as secret or confidential, shall be considered Confidential Information. Receiving Party shall maintain the confidentiality of the Confidential Information and will not disclose such information to any third party without the prior written consent of Disclosing Party. Receiving Party will only use the Confidential Information internally for the purposes contemplated hereunder. The obligations in this Section 8 shall not apply to any information, which the Receiving Party can competently document: (i) is made generally available to the public without breach of this Agreement; (ii) is developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; (iii) is disclosed to Receiving Party by a third party without restriction; or (iv) was in the Receiving Party's lawful possession prior to the disclosure and was not obtained by the Receiving Party either directly or indirectly from the Disclosing Party. Receiving Party may disclose Confidential Information as required by law, regulation or court order so long as the receiving Party has promptly notified the disclosing Party of such requirement and allowed the disclosing Party a reasonable time to oppose such requirement; provided, however, that the Receiving Party may, without notice to the Disclosing Party, disclose Confidential Information: (x) in connection with compliance with export laws; (y) as required by applicable securities law or as requested by a securities commission; and (z) in response to any subpoena that does not permit disclosure to the Disclosing Party. Notwithstanding the foregoing, Receiving Party may disclose Confidential Information to its employees, agents and/or contractors but only to the limited extent necessary to exercise its rights, or perform its obligations, under this Agreement; provided that, all such third parties are bound in writing by obligations of confidentiality and non-use at least as protective of the Disclosing Party's Confidential Information as this Agreement.

8.2 Customer hereby consents and grants to Company a nonexclusive, royalty-free, fully-paid right and license to collect and use data from Customer's network ("**Data**"). Use of such Data may include the distribution of IP addresses and general, statistical information used for administration and analysis of the Software, and for improving the Software. Use of the Software is also governed by Company's privacy policy (located on Company's website) and rules of online conduct (located on Company's website), each of which is incorporated herein by reference. Any reports or statistics generated using the Data shall be disclosed only to Customer or to third parties if such Data is provided in the aggregate with no subscriber information.

8.3 Customer hereby consents to and authorizes Company and/or its service providers to monitor the Software for any suspected unauthorized access or abuse of services, such as Malicious Code, and take actions it deems necessary to prevent or terminate such unauthorized access.

9. Identification. Customer hereby grants Company the right to use Customer's name and/or logo in connection with (i) client listings, (ii) a press release announcing the relationship contemplated by this Agreement, subject to Customer's approval, which shall not be unreasonably withheld or delayed, (iii) Company's governmental filings, financial statements and/or prospectuses, and (iv) any marketing obligations set forth in the applicable Company quotation.

10. Audit. Not more than once per calendar year and upon reasonable notice to Customer, Company shall have the right, during normal business hours, to audit Customer's use of the Software to verify Customer's compliance with this Agreement. Customer shall be responsible for purchasing any unlicensed Software revealed during the audit. Additionally, if the actual number of instances of the Software revealed in the audit is greater than 125% of the number of licensed instances of the Software, Customer shall reimburse Company for the costs and expenses of the audit.

11. General.

11.1 Force Majeure. Neither party shall incur any liability to the other party on account of any loss, claim, damage or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations), if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without any negligence on the part of the party seeking protection under this Section 11.1. Such events, occurrences, or causes shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire or explosions, but the inability to meet financial obligations is expressly excluded.

11.2 Government Regulations; Government Contracts. Customer will comply with all export control laws and regulations, which may be imposed by the U.S. government and any country or organization of nations within whose jurisdiction Customer operates or does business. No provision required in any United States government contract or subcontract related thereto shall be deemed a part of this Agreement, or be imposed upon or binding upon Company, and this Agreement will not be deemed an acceptance of any government provisions that may be included or referred to in any Order or other purchasing document.

11.3 Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of California and the United States of America, without regard to conflict of law principles and excluding the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. The parties hereby consent to the exclusive jurisdiction of the State courts of California or the United States District Court for the Northern District of California and any courts of appeal therefrom.

11.4 Waiver. If either party should waive any breach of any provision of this Agreement, it shall not

thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

11.5 Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that shall preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision shall be severed from the remaining terms, conditions and provisions, which shall continue to be valid and enforceable to the fullest extent permitted by law.

11.6 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Customer, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger, consolidation or similar transaction without the prior written consent of Company. Any assignment by Customer without Company's prior written consent is null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

11.7 Notice. All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of Company and Customer at the addresses first set forth above. Either party may change its contact information by providing the other party with notice in accordance with this Section 11.7.

11.8 Relationship of Parties. The parties will at all times be independent contractors and will so represent themselves to all third parties. Neither party has granted to the other the right to bind it in any manner whatsoever, and neither party shall hold itself out as entitled to do the same. Nothing herein will be deemed to empower either party to be the agent or legal representative of the other or to constitute the parties as partners, co-owners, or joint venturers. This Agreement is intended for the sole and exclusive benefit of the parties and is not intended to benefit any third party.

11.9 Consent To Electronic Communications. Customer agrees that Company may send required legal notices and other communications about the Software, including Product Updates, special offers and pricing or other similar information, customer surveys or other requests for feedback via email.

11.10 Entire Agreement. This Agreement, including all Company quotations, contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all communications, representations, understandings and agreements before the Download Date, either oral or written, between the parties with respect to said subject matter. This Agreement may not be amended, supplemented or modified except by a writing signed by both parties.

11.11 Other Documents. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Customer may use in connection with the Software, Documentation and/or Support will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Company to object to such terms, provisions or conditions. Orders are non-cancelable, non-refundable and non-returnable.

11.12 Language. This Agreement is in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall not be binding on the parties hereto.

11.13 Counterparts. This Agreement, any exhibits or attachments hereto and any other agreement, instrument or document associated with and incorporated by reference in this Agreement, including

any Order, may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement.

12. Definitions.

12.1 “**Agent**” has the meaning set forth in the preamble herein.

12.2 “**Agreement**” has the meaning set forth in the preamble herein.

12.3 “**Black List**” has the meaning set forth in Section 4.3 herein.

12.4 “**Company**” has the meaning set forth in the preamble herein.

12.5 “**Confidential Information**” has the meaning set forth in Section 8.1 herein.

12.6 “**Customer**” has the meaning set forth in the preamble herein.

12.7 “**Data**” has the meaning set forth in Section 8.2 herein.

12.8 “**Disclosing Party**” has the meaning set forth in Section 8.1 herein.

12.9 “**Documentation**” means any user instructions, release notes, manuals, “Read-Me” files or other materials, and online help files in the form generally made available by Company regarding the use of the Software and Support, as may be updated from time to time.

12.10 “**Download Date**” means the date Company provides Customer with login information necessary to download the applicable Software.

12.11 “**Fees**” has the meaning set forth in Section 3.2 herein.

12.12 “**Forwarded Data**” has the meaning set forth in Section 5.2 herein.

12.13 “**Major Update(s)**” contain new features or functionality and are indicated by numbers that increment either of the first two digits of a version (for example, 15.3.0.0 or 5.4.0.0).

12.14 “**Malicious Code**” means viruses, worms, time bombs, Trojan horses, trap doors and other harmful or malicious code, files, scripts, agents or programs.

12.15 “**Minor Update(s)**” are subsequent releases of the Software that contain bug fixes or minor enhancements. Minor updates are indicated by incrementing the third or subsequent digits of a version number (for example, 15.3.1.0 or 5.4.0.1).

12.16 “**Order**” means the document issued to Company by Customer specifically referencing this Agreement, pursuant to which Customer orders Software licenses and Support, under the terms and conditions of this Agreement.

12.17 “**Platform**” means the type of operating system platform, as specified in the applicable Order.

12.18 “**Product Update(s)**” means Major Updates and Minor Updates.

12.19 “**Receiving Party**” has the meaning set forth in Section 8.1 herein.

12.20 “**Software**” has the meaning set forth in Section 1.1 herein.

12.21 “**Software Warranty**” has the meaning set forth in Section 4.1 herein.

12.22 “**Support**” has the meaning set forth in Section 2.1 herein.

12.23 “**Support Term**” has the meaning set forth in Section 2.1 herein.

12.24 “**Term**” has the meaning set forth in Section 7.1 herein.