



RADISH SYSTEMS, LLC

SDK LICENSE AGREEMENT

This **SDK LICENSE AGREEMENT** (“**Agreement**”) is made as of the date of your acceptance on the Radish website (the “**Effective Date**”), by and between **RADISH SYSTEMS, LLC**, a Colorado LLC with offices at 1107 12th Street #184, Boulder, CO 80302 (“**Radish**”, “**Us**”, “**We**”) and You, the party identified as “**Developer**” throughout this Agreement.

This Agreement sets forth the terms and conditions under which Radish grants Developer a limited license to develop software applications based on Radish’s software that will enhance the interoperability of Developer’s technology or services with those of Radish. The parties agree as follows:

1. DEFINITIONS.

1.1 “Application” means the downloadable mobile software application developed by Developer using the SDK.

1.2 “End User License Agreement” means the license agreement entered into by a Device User to download the Application onto a Mobile Device, which agreement must be at least as protective of the SDK as this Agreement and comply with all terms and conditions required for distribution via the Mobile Device maker’s online distribution channel (the “**Platform**”), such as Apple’s App Store.

1.3 “Device User” means the person licensed to use the Application on her Mobile Device.

1.4 “Documentation” means the documentation provided or made available by Radish to Developer in connection with the SDK.

1.5 “Intellectual Property Rights” means all present and future copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and other proprietary rights.

1.6 “Mobile Device” means a smart phone, of 1 or more types specified by Radish, onto which the Application can be downloaded.

1.7 “Radish Offering” means the software and service offering that Radish provides to its customers.

1.8 “SDK” means Radish’s application developer’s kit provided by Radish to Developer under this Agreement.

1.9 “Term” is defined in Section 11 below.

2. LICENSE

2.1 License Grant. Subject to the terms and conditions of this Agreement (including, without limitation, the payment of all fees):

(a) Development License. Radish grants to Developer a non-exclusive, non-transferable, non-sublicenseable (except as set forth in (c) below) license to install, perform, display, copy and use the SDK solely for the purpose of developing an Application in accordance with the specifications provided with the SDK, if any (the “**Development License**”).

(b) Distribution License. Radish grants to Developer a

non-exclusive, non-transferable, non-sublicenseable license to distribute the Application to Device Users pursuant to an End User License Agreement, solely for use with the Radish Offering (the “**Distribution License**”) subject to the terms in Exhibit B.

(c) Generally. Developer may only reproduce the SDK and Documentation for archival and backup purposes, which copies shall include Radish’s copyright and other proprietary notices. Developer may sublicense its rights under (a) of this Section 2.1 to a third party, subject to a written agreement with such third party that contains provisions at least as protective of Radish’s rights as those set forth in this Agreement and names Radish as a third party beneficiary for purposes of enforcing its rights thereunder. Developer shall be wholly responsible for any acts or omissions of such third party.

2.2 Acknowledgements. Developer acknowledges that the SDK and its structure and organization constitute valuable trade secrets of Radish and its suppliers. Except as expressly permitted in Section 2.1, Developer agrees that Developer shall not, and shall not permit any third party, to (a) copy, reproduce, modify, adapt, alter, translate, or create derivative works from the SDK; (b) merge the SDK with other software other than through Radish published interfaces; (c) sublicense, distribute, sell, use for service bureau use or as an application service provider, lease, rent, loan, or otherwise transfer the SDK or the Documentation to any third party; (d) allow a third party to access the SDK or transfer to a third party any of Developer’s rights under this Agreement, except as otherwise provided in this Agreement, or otherwise use the SDK for the benefit of a third party; (e) reverse engineer, decompile or disassemble the SDK; (f) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the SDK or Documentation; or (g) otherwise use the SDK except as expressly permitted hereunder. Developer shall notify Radish of any unauthorized use or disclosure of the SDK of which it is aware.

2.3 Application License. Developer may make the Application available for Device Users to download solely via the method set forth in Exhibit B, which download shall be

subject to acceptance of the End User License Agreement by each Device User.

2.4 Trademark License and Marketing Materials. We grant to You a non-exclusive, non-transferable, royalty-free license to use, copy, reproduce, and distribute any marketing materials provided by Us under this Agreement, and to use Our trademarks, logos, and trade names (the “Marks”), solely in connection with marketing the Application and Radish Offering in the Territory in compliance with Our then-current trademark usage policies. You will use Our Marks in a manner acceptable to Us to identify all copies of the Application, Radish Offerings, and the documentation and in all materials used to advertise, market, or promote the Application and Radish Offering.

3. DELIVERY AND ACCEPTANCE. Upon request and electronic validation of the contact information submitted by Developer to Radish, Radish will provide Developer with a link through which Developer may download the SDK and the Documentation. The SDK and the Documentation will be deemed accepted upon download, subject to the warranties in Section 7.2.

4. SUPPORT.

4.1 By Radish. Subject to payment by Developer of all the fees, Radish will provide Support for the SDK to Developer in accordance the terms set forth in [Exhibit C](#).

4.2 By Developer. Developer shall be responsible for, and shall use diligent efforts to provide reasonable levels of, support of the Application.

5. FEES AND PAYMENT.

5.1 Fees. Developer will pay Radish the fees as specified in [Exhibit A](#). All payments must be made in U.S. dollars.

5.2 Payment Terms. Unless otherwise agreed to in writing by both parties, payment of all fees, expenses and other charges shall be due thirty (30) days after the date of Radish’s invoice. Amounts not paid when due shall be subject to a late charge of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

5.3 Taxes. Fees exclude, and Developer will make all payments of the fees to Radish free and clear of, all applicable sales, use, and other applicable taxes and all applicable export and import fees, customs duties and similar charges. Developer will be responsible for, and will indemnify and hold harmless Radish from, payment of all such sales, use and other applicable taxes (other than taxes based on Radish’s net income), fees, duties, and charges, and any related penalties and interest, arising from the payment of the fees or the delivery or license of

5.4 Audit Rights. Upon thirty (30) days written notice, at any time during the Term and for two (2) years thereafter, Radish will have the right to have an independent audit firm inspect Developer’s records relating to Developer’s activities pursuant to this Agreement to verify that Developer has paid to Radish the correct amounts owed under this Agreement and otherwise complied with the terms of this Agreement. The audit will be performed during Developer’s normal business hours. The costs of the audit will be paid by Radish, unless the audit reveals that Developer’s underpayment of fees exceeds five

percent (5%). Developer will promptly pay to Radish any amounts shown by any such audit to be owing plus interest as provided in Section 5.2 above. Such audits will be conducted no more than once in any period of six (6) consecutive months.

6. PROPRIETARY RIGHTS. Developer acknowledges that Radish retains all right, title and interest in and to the SDK, Radish’s materials, formats, interfaces, information, data, content and Radish’s other proprietary information and technology used by Radish or provided to Developer by Radish in connection with the SDK (the “**Radish Technology**”), and that the Radish Technology is protected by intellectual property rights owned by or licensed to Radish. Other than as expressly set forth in this Agreement, no license or other rights in the Radish Technology are granted to Developer, and all such rights are hereby expressly reserved by Radish. Subject always to Radish’s ownership of the SDK, Developer shall be the sole and exclusive owner of the Application, excluding the SDK and any portions thereof.

7. WARRANTIES.

7.1 Warranties by Both Parties. Each party warrants that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on such party’s behalf has been duly authorized and empowered to enter into this Agreement.

7.2 Disclaimer. THE SDK IS PROVIDED TO DEVELOPER FREE OF CHARGE, AND ON AN “AS-IS” BASIS. RADISH DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. RADISH DOES NOT WARRANT THAT THE SDK WILL BE ERROR-FREE, UNINTERRUPTED, VIRUS-FREE OR SECURE.

8. INDEMNIFICATION.

8.1 By Radish. Radish will defend at its own expense any action against Developer brought by a third party to the extent that the action is based upon a claim that the Radish Technology, as delivered, infringes a U.S. patent, copyright or other proprietary right when used in accordance with this Agreement, and Radish will pay those costs and damages finally awarded against Developer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Developer: (1) notifying Radish promptly in writing of such action, (2) giving Radish sole control of the defense thereof and any related settlement negotiations, and (3) cooperating and, at Radish’s request and expense, assisting in such defense. If the Radish Technology becomes, or in Radish’s opinion is likely to become, the subject of an infringement claim, Radish may at its option and expense (i) procure for Developer the right to continue using the SDK, (ii) replace or modify the SDK so that it becomes non-infringing, or (iii) accept return of the SDK, terminate this Agreement, in whole or in part, as appropriate, upon written notice to Developer. Notwithstanding the

foregoing, Radish will have no obligation under this Section 8.1 or otherwise with respect to any infringement claim based upon: (i) any unauthorized use of the SDK by Developer, or (ii) any use of the SDK in combination with other products, equipment, software, or data not supplied by Radish, if such alleged infringement would have been avoided without the combination with such other products, equipment, software or data. THIS SECTION 8.1 STATES RADISH'S ENTIRE LIABILITY AND DEVELOPER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

8.2 By Developer. Subject to Radish's obligations under Section 8.1, Developer agrees to defend, indemnify and hold harmless Radish from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) brought by third parties resulting from or relating to the Application. The foregoing obligations are conditioned on Radish: (1) notifying promptly in writing of any such action, (2) giving Developer sole control of the defense thereof and any related settlement negotiations (provided, however that Developer shall not have any authority to enter into any settlement that materially adversely affects Radish's rights or obligations without Radish's prior written approval) and (3) cooperating and, at Developer's request and expense, assisting in such defense.

9. LIMITATION OF LIABILITY. IN NO EVENT SHALL RADISH BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR LOST DATA) ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE USE OF OR INABILITY TO USE THE SDK, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF RADISH WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RADISH'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE AMOUNT OF FEES PAID BY DEVELOPER UNDER THIS AGREEMENT IN THE PRIOR SIX (6) MONTH PERIOD. THE EXISTENCE OF ONE (1) OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION 9 IS AN ESSENTIAL ELEMENT OF THE AGREEMENT AND THAT, IN ITS ABSENCE, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

10. CONFIDENTIALITY.

10.1 Confidential Information. Each party (the "**Disclosing Party**") may from time to time disclose to the other party (the "**Receiving Party**") certain information regarding the business of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, and other confidential or proprietary information ("**Confidential Information**"). Any information that the Receiving Party knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party will be considered Confidential Information of the Disclosing Party.

10.2 Protection of Confidential Information. The Receiving Party will not use any Confidential Information of the

Disclosing Party for any purpose not expressly permitted by the Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of the Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

10.3 Exceptions. The Receiving Party's obligations under Section 10.2 with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under the Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

10.4 Return of Confidential Information. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or upon the expiration or termination of the Agreement. The Receiving Party will certify in writing signed by an officer of the Receiving Party that it has fully complied with its obligations under this Section 10.4.

10.5 Confidentiality of Agreement. Neither party will disclose any terms of the Agreement to anyone other than its attorneys, accountants, and other professional advisors except (a) as required by law or (b) pursuant to a mutually agreeable press release or (c) in connection with a contemplated transfer of such party's business permitted by Section 12.2 (provided that any third party to whom the terms of the Agreement are to be disclosed signs a confidentiality agreement reasonably satisfactory to the other party).

11. TERM AND TERMINATION

Term. The term ("Term") of this Agreement will commence once You accept this Agreement as provided above. The Agreement will remain in effect until terminated by You or Us in accordance with this Section.

11.1 Termination for Convenience. You may terminate this Agreement for any reason or no reason at all, at Your convenience, by closing Your account for any Service for which we provide an account closing mechanism. Radish may terminate this Agreement in its entirety (and, accordingly, cease providing all Services to You), for any reason or for no reason, at our discretion at any time by providing You up to thirty (30) days' advance notice in accordance with the notice provisions set forth in Section 12.4 below.

11.2 Termination for Cause. Either party may terminate this Agreement if the other party breaches any material provision of this Agreement and does not cure such breach (provided that such breach is capable of cure) within thirty (30) days after being provided with written notice thereof. Radish may also terminate this Agreement, effective immediately upon written notice to Developer, if Developer fails to pay any portion of the fees when due under this Agreement within ten (10) days after receiving written notice from Radish that payment is past due.

11.3 Termination upon Bankruptcy. Either party may terminate the Agreement upon written notice to the other party in the event (a) a petition or action is filed or taken by or against the other party under any insolvency or bankruptcy law that is not dismissed within sixty (60) days, (b) a receiver is appointed over the other party's assets, (c) the other party makes an assignment for the benefit of creditors or (d) the other party ceases to function as a going concern.

11.4 Effects of Termination. Upon termination or expiration of this Agreement for any reason, (i) any amounts owed to Radish under this Agreement before such termination or expiration will be immediately due and payable, (ii) all licensed rights granted in this Agreement will immediately cease to exist, (iii) Developer must promptly discontinue all further use of the SDK, and (iv) Developer must return to Radish or, at Radish's request, destroy all copies of the SDK and certify to Radish in writing that it has fully complied with this requirement.

11.5 Survival. The affirmative duties of each of the parties including Sections 1 (Definitions), 2.2 (Restrictions), 4.2 (Support by Developer), 5 (Fees and Payment), 6 (Proprietary Right), 7.2 (Disclaimer), 8 (Indemnification), 9 (Limitation of Liability), 10 (Confidentiality), 11.4 (Effects of Termination), 11.5 (Survival) and 12 (General Provisions) shall survive expiration or termination of this Agreement for any reason..

12. GENERAL PROVISIONS

12.1 Assignments. Developer may not assign or transfer, by operation of law or otherwise, any of its rights under the Agreement to any third party without Radish's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. Radish shall have the right to assign this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise.

12.2 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of amounts due) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor

conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party.

12.3 Compliance with Laws. The SDK may be subject to export restrictions. Developer will comply with all applicable export and import control laws and regulations in its use of the SDK and, in particular, Developer will not export or re-export the SDK without all required government licenses and Developer agrees to comply with the export laws, restrictions, national security controls and regulations of the all applicable foreign agencies or authorities. Developer will defend, indemnify, and hold harmless Radish from and against any violation of such laws or regulations by Developer or any of its agents, officers, directors, or employees.

12.4 Notices. All notices, consents, and approvals under the Agreement must be delivered in writing by courier, by electronic facsimile (fax), email or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth on the cover page of the Agreement, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party in writing.

12.5 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado without giving effect to principles of conflict of laws. Any dispute relating to the terms, interpretation or performance of this Agreement (other than claims for preliminary or permanent injunctive relief of pre-judgment remedies) shall be resolved at the request of either party through binding arbitration. Arbitration shall be conducted in Boulder, CO, under the rules and procedures of the American Arbitration Association (AAA). The award may be enforced in any state court of competent jurisdiction.

12.6 Remedies. Except as other expressly provided in this Agreement, the parties' rights and remedies under the Agreement are cumulative. Developer acknowledges that the SDK contains valuable trade secrets and proprietary information of Radish, that any actual or threatened breach of Section 2 will constitute immediate, irreparable harm to Radish for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought by Radish to enforce the Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

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

12.8 Severability. If any provision of the Agreement is unenforceable, such provision will be changed 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.

12.9 Construction. The headings of Sections of the Agreement are for convenience and are not to be used in

interpretation. As used in the Agreement, the word “including” means “including but not limited to.”

12.10 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

12.11 Entire Agreement. This Agreement, together with any exhibits and attachments hereto, constitutes the entire agreement

between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of Radish and Developer by their duly authorized representatives.

EXHIBIT A

FEES

DEVELOPER SDK LICENSE

Developer may use the SDK at no charge to determine methods and procedures necessary to incorporate the SDK into a Developer Application. The owner of a released Developer Application becomes the Licensee and is responsible for the reporting and payment of the fees as described herein this Exhibit A.

LICENSEE REVENUE AND DISTRIBUTION REPORTING

Licensee will transmit via email the iTunes Connect Reports reports collected each month. If subsequent Reports arrive within this 15-day period, reports should be combined. After receipt, Radish will provide an invoice via email, as appropriate.

NON-REFUNDABLE DOWN PAYMENT

A non-refundable down payment of \$3,000 must be received by Radish prior to the launch of the Application. This down payment serves the purpose of credit for downloaded apps and will be deducted from Fees due until the total of Fees due exceeds the minimum payment.

PAID APPLICATION

The fee is a percentage of whatever revenue is generated from an app store or other download online distribution options.

A. Standalone

If ChoiceView is a standalone app that runs separate from Application, the fee is 10% of the Application revenue.

B. Embedded

If ChoiceView is embedded in Application, the fee is 20% of the Application revenue.

FREE APPLICATION

A. Standalone

If Application is free, the license fee is \$0.10/app download if ChoiceView is a standalone app.

B. Embedded

If Application is free, the license fee is \$0.15/app download, if ChoiceView is embedded in Application.

EXHIBIT B

DISTRIBUTION TERMS

DISTRIBUTION RESTRICTIONS

In the exercise of Developer's rights under this Agreement, Developer will always market, distribute and sublicense copies of the Product in combination with substantial added value in the form of Developer's products and not as a stand-alone product or technology. Developer shall not distribute any Products to any end-user unless such end-user is subject to an end-user software license agreement ("EULA") with Developer that: (i) restricts the end-user from using the Product for any purpose other than end-user's internal business purpose of testing computer systems; (ii) protects Radish's proprietary rights in the Products to at least the same degree as the terms and conditions of this Agreement; (iii) requires that such end-user not reverse engineer, reverse compile or disassemble the object code for the Products; (iv) requires such end-user to comply fully with all applicable laws and regulations in any of its dealings with respect to the Products; (v) makes no representations or warranties on behalf of Radish; and (vi) does not grant any rights to such end-user beyond the scope of this Agreement. In the event the Product is distributed to an end-user in electronic form, Developer's EULA must be presented and accepted by the end-user prior to downloading the Product to the end-user. Developer will not delete or in any manner alter the copyright, trademark, and other proprietary rights notices of Radish and its licensors appearing on the Product as delivered to Developer. Developer will reproduce such notices on all copies it makes of the Product.

TERRITORY

Developer during the Term of this Agreement, Customer's Territory is limited to its Device Users within the United States of America and Canada.

EXHIBIT C
SUPPORT SERVICES OFFERINGS

1.0 SUPPORT SERVICES OFFERINGS

1. General.

- (a) Online Service and Support. Radish will provide unlimited access to its online self-help portal, where Developer can search FAQs and knowledge bases, and download latest releases of ChoiceView software. Radish will also provide unlimited access to its online training tutorials and videos.
- (b) Help Desk. Radish will provide assistance in identifying and diagnosing problems with the SDK (such as error messages, bug fixes, basic “how-to” functionality questions, installations, and updates) covered under Support during Radish’s normal business hours 8:00 a.m. - 5:00 p.m. (Mountain Time), Monday through Friday, excluding company holidays. Developer can report and request assistance through Radish’s online support tools available on its web site. Requests for assistance, shall, if necessary, be prioritized according to the severity of the reported issue, as determined by Radish in its discretion. Help Desk Support does not include training, setup assistance, diagnosis of customer interface problems or integration or programming services for customized software, equipment operation/problem support, or data correction. Radish may provide support for the excluded services at Radish’s then-current rates at its option. Radish Help Desk hours, time zones, and policies are subject to change at the option of Radish.
- (c) Contacts. Developer shall appoint up to three (3) people as its authorized customer support contacts. Upon acknowledgement by Radish, authorized customer support contacts may contact Radish for support.
- (d) Assistance. Developer shall promptly advise Radish of any error or defect with the SDK and shall provide reasonable assistance and cooperation to allow Radish to define and resolve such error or defect. This includes providing (i) a detailed problem description; (ii) reasonable efforts to reproduce the problem; and (iii) reasonable access to authorized customer support contacts.
- (e) Remote Diagnostics. Developer agrees to allow Radish reasonable remote access through Developer’s protected firewall environment to Developer’s computer system and the SDK in order to provide the necessary Support pursuant to this Agreement and to verify license status.

2. Software and Services Support.

- (a) Errors. Radish shall use reasonable efforts to provide corrections to errors (“**Error Correction**”) in the SDK in the form of patches, fixes, workarounds, software updates, upgrades or other forms within a commercially reasonable time depending on the severity of the error as determined by Radish, and provided Developer is entitled to Support. Correction of errors to customized software will be billed at Radish’s then-current service rates. Developer agrees not to attempt to correct errors in the SDK while this Agreement is in effect, except under the direction of Radish.
- (b) Software Updates and Upgrades. Radish shall provide Updates and/or Upgrades to the SDK which are commercially released during the term of any Support period for no additional license fee(s); however any installation/education or other services provided by Radish will be subject to additional charges. New SDK modules which are not explicitly listed in Exhibit A and for which license fees are separately stated by Radish are not included under this provision unless Developer has paid Fees for such additional modules. New Updates and Upgrades may not include or accommodate customized software. Radish shall provide support on the current release, and two (2) prior releases (“**Supported Versions**”). Radish shall not be obligated to provide Support for versions that are not Supported Versions or for problems or errors caused by or related to customized software, or the addition of, or integration to, incompatible equipment/software; provided, however, that Radish may, at its option, provide support therefore on a chargeable basis. Developer acknowledges that new Updates and Upgrades are subject to the terms and conditions of this Agreement. In the event of any termination of Support, Developer shall not be entitled to any further Updates or Upgrades until Developer reinstates Support and pays any applicable reinstatement fee. Nothing in this Agreement obligates Radish to develop or create Updates or Upgrades.