

## KNOWLEDGE BASED SYSTEMS, INCORPORATED

### SECTION 1:

Customer/Client hereby acknowledges that Knowledge Based Systems has granted Altera a non-exclusive, non-transferable right to use and display, at Altera's discretion, Knowledge Based Systems' trademarks and copyrighted software to advertise and promote the Altera Software listed below. Altera has not received any ownership in or to Knowledge Based Systems' trademarks or copyrighted software as a result of such use. Knowledge Based Systems reserves the right to review, control, change, or prohibit at any time in its sole discretion, the method and manner in which Altera uses the trademarks or copyrighted software.

### SECTION 2:

Customer/Client acknowledges that Documentation accompanying Knowledge Based Systems Software or portions thereof is proprietary to Knowledge Based Systems.

### SECTION 3:

Altera will provide Customer/Client with Corrections, Enhancements, and New Releases, of Altera Software in return for maintenance payments paid by Customer/Client to Altera. Said Corrections, Enhancements, and New Releases of Altera Software will include Corrections, Enhancements, and New Releases of the Knowledge Based Systems Software so long as said Knowledge Based Systems Software is provided to Altera at no additional charge.

3.1 **“Corrections”** means modifications, revisions or supplements, if any, to the Altera Software that makes the Altera Software perform functions it was designed to perform or corrects defects or **"bugs"** covered under the warranty in the Agreement.

3.2 **“Enhancements”** means modifications, revisions, additions or supplements, if any, to the Altera Software which enables the Altera Software to provide or perform services or functions it could not previously perform or materially improves the manner in which the Integrated Software performs existing functions.

3.3 **“New Releases”** means modifications, revisions, Enhancements, Corrections or replacements, if any, for the Altera Software and related Documentation which Altera and/or Knowledge Based Systems makes available to its Customer/Clients in general from time to time at no additional license fee. All Customer/Clients paying the appropriate annually recurring maintenance and support fee shall receive New Releases free of charge.

### SECTION 4:

Customer/Client acknowledges that at all times Altera shall provide Customer/Client with their sole contact point for maintenance and support, and may either perform the installation of the Integrated Software and the training of Customer/Client personnel in the use of the Integrated Software or sub-contract with Knowledge Based Systems for such services. At no time should the Customer/Client attempt to contact Knowledge Based Systems directly for maintenance or support issues unless by mutual agreement of Altera, Knowledge Based Systems, and Customer/Client.

### SECTION 5:

**Customer/Client acknowledges that Customer/Client shall not be granted the right to resell Knowledge Based Systems Software under any circumstances unless Knowledge Based Systems has given Customer/Client written permission to do so.**

Altera Software incorporating Knowledge Based Systems Software (**“Integrated Software”**): STAR Vista Reporting