END USER LICENSE AGREEMENT

E-ttach

IMPORTANT: PLEASE READ THIS DOCUMENT IN ITS ENTIRETY.

BY DOWNLOADING, INSTALLING, PURCHASING OR USING THE PRODUCT NAMED ABOVE, YOU CONFIRM THAT YOU AGREE TO THE TERMS OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT UNDERSTAND THE TERMS OF THIS AGREEMENT OR DO NOT INTEND TO BE BOUND BY THEM, DO NOT DOWNLOAD, INSTALL, PURCHASE OR USE THE PRODUCT.

This End User Licence Agreement (hereinafter, "Agreement") governs Your use of the following product(s) (which are hereinafter referred to as the "Product"):

E-ttach

The Product may be more specifically described as follows:

An add-on for Dynamics 365 for Finance and Supply Chain, that extends the functionality of document handling within the system, including drag and dropping files and attachment previews.

We may also provide You with access to various other content, documentation, materials, information, goods or services. In this Agreement, these items collectively all form part of "the Product".

The Product is owned and operated by the following organisation (which is hereinafter referred to as the "Owner"): Elysian2 Pty Limited (ACN 639 170 899)

This Agreement constitutes a binding contract between You and the Owner.

This Agreement will govern Your use of all versions, parts and features of the Product.

(1) DEFINITIONS

"Agreement" means this agreement.

"Australian Consumer Law" means the Australian Consumer Law which is contained in the Competition and Consumer Act 2010 (Commonwealth).

"Licence" means the licence created under this Agreement, as described under the "Licence" clause of this Agreement.

"Owner IP" includes, but is not limited to, the contents, code, layout, design, colours, appearance, graphics and imagery of the Product, as well as all copyrights, trademarks, trade secrets, patents and other intellectual property contained in the Product.

"Parties" means both You (the user of the Product) and Us (the owner of the Product) collectively.

"Party" means either You (the user of the Product) or Us (the owner of the Product).

"Product" means the following software product:

E-ttach

the further details of which are as follows:

An add-on for Dynamics 365 for Finance and Supply Chain, that extends the functionality of document handling within the system, including drag and dropping files and attachment previews.

the terms and conditions of which are accessible via the following URL:

www.elysian2.com/ettach

and includes:

(a) any software which We provide to You; and

(b) any materials, information or documentation that We may provide to You in connection with Your use of this software product including documentation, data, information developed by Us or owned by Us, and other materials which may assist in Your use of the software product; and

(c) any content, writing, images, audiovisual content or other information published on the software or on the materials, information or documentation that We provide to You.

"Us", "We", "Our", "the Company" or "*the Owner"* refers to Elysian2 Pty Limited

"Us", "We", "Our", "the Company" or "*the Owner"* also includes any employees, affiliates, agents or other representatives of Elysian2 Pty Limited

"You", "Your" or *"User"* refers to the user of the Product.

(2) INTERPRETATION

(a) Words referring to one gender include every other gender.

(b) Words referring to a singular number include the plural, and words referring to a plural include the singular.

(c) If a word or phrase is defined in this Agreement then any grammatical variations of that word or phrase have a corresponding meaning.

(d) Words referring to a person or persons include firms, corporations, associations, partnerships, joint ventures, authorities, government bodies, organisations and other legal entities, and vice versa.

(e) Any reference to time is a reference to time in Queensland.

(f) In the event that something must be done under this Agreement on or before a particular date, if that date falls on a day which is not a business day, then that thing must be done on or before the next business day.

(g) Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

(h) Headings and titles are included in this Agreement for convenience only and shall not affect the interpretation of this Agreement.

(i) Each Party must, at its own expense, take all reasonable steps and do all that is reasonably necessary to give full effect to this Agreement and the events contemplated by it.

(j) A reference to legislation or any part or provision of that legislation includes any subordinate legislation, any amended legislation, and any substituted legislation issued under that legislation.

(k) A reference to an agreement or document is a reference to that agreement or document as amended, replaced, supplemented or novated from time to time.

(l) A reference to a Party also includes that Party's successors, assigns, legal personal representatives and/or any person that is substituted by way of novation.

(m) Any reference to money or currency, unless otherwise specified, is a reference to Australian dollars.

(3) USER ACCEPTANCE

(a) By downloading, installing, using, purchasing or paying any Fee for the Product, You hereby agree to be bound by the terms of this Agreement.

(b) This Agreement constitutes a binding agreement between You and the Owner.

(c) If You do not understand the terms of this Agreement or do not agree to be bound by them, then you must not download, install, use, purchase or pay any Fee for the Product.

(4) LICENCE

The Owner hereby grants to You a non-exclusive, non-transferable, revocable, limited licence to use the Product (the "Licence").

(5) TERM

(a) This Agreement, and the Licence granted under it, are effective on the date You first download, install, use, purchase or pay any Fee for the Product (whichever is the earliest).

(b) This Agreement, and the Licence granted under it, continues for as long as you use, retain, or continue paying any Fee for the Product, unless terminated under this Agreement.

(6) LICENCE FOR ONE TENANT

(a) The Licence permits You to download, install and use the Product on one (1) tenant.

(b) The Licence permits You to save an archived copy of the Product on a storage device, only for the purpose of reinstalling the Product.

(c) The Licence does not permit You to download, install or use the Product on more than one (1) tenant at any time, without first notifying or registering with the Owner.

(d) The Licence does not permit You to share the Product, or any part of the Product, with other tenant users, external to Your organisation.

(7) RIGHTS IN THE PRODUCT

(a) This Agreement is a licence. It is not an assignment agreement or a sale agreement.

(b) In no event will this Agreement be deemed to assign any intellectual property rights in the Product from the Owner to You.

(c) The Owner retains any and all Owner IP and all other rights and title to the Product, except for those rights which are expressly licensed to You in this Agreement.

(8) INTELLECTUAL PROPERTY

You agree that the Product, the Owner's website and all services provided by the Owner are the property of the Owner, including all Owner IP. You agree that the Owner owns all right, title and interest in and to the Owner IP and that you will not use the Owner IP for any unlawful or infringing purpose. You agree not to reproduce or distribute the Owner IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs), without express written permission from the Owner.

(9) NO REPLICATION

The Licence does not permit You to replicate or copy (or permit any other user to replicate or copy) the Product (whether in part or in full). You are prohibited from replicating, copying or permitting any other user to replicate or copy the Product or any part of the Product, except:

(a) In the event that Your legitimate use of the Product requires a temporary copy to be stored in computer memory; or

(b) With the Owner's prior written consent.

(10) NO MODIFICATION OR ALTERATION

You may not modify or alter the Product (including any files or any other parts of the Product) in any way, except with the Owner's prior written consent.

(11) NO DERIVATIVE WORKS

You may not create, develop, or attempt to create or develop any derivative works based on the Product or any works serving the same purpose or providing the same features as the Product.

(12) REVERSE ENGINEERING AND SECURITY

You may not undertake any of the following actions:

(a) Attempting to derive the source code for the Product, for example by reverse engineering, deconstructing, decompiling or disassembling the Product or the Owner's website;

(b) Violating the security of the Product through any unauthorised access, circumvention of encryption or other security tools, data mining or interference to any host, user or network; or

(c) Copying or otherwise distributing copies of the Product unlawfully, such as through any peer-to-peer network or other intellectual property circumvention tool.

(13) NO RELEASE OF PERFORMANCE DATA

Except with the prior written consent of the Owner, You may not release or communicate results from any functional evaluation or performance evaluation of the Product to any third party or third parties.

(14) NO UNLAWFUL USE

You agree not to use the Product for any unlawful purpose.

(15) COMMERCIAL USE

You may use the Product for commercial purposes, insofar as it is installed in a D365 for Finance and Supply Chain application that is used for commercial purposes.

(16) NO SPAM

You are strictly prohibited from using the Product or any of the Owner's services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

(17) OTHER GENERAL RESTRICTIONS

(a) You agree not to use the Product in any way that could damage the Owner's website, services, reputation, or the general business of the Owner, or for any purpose prohibited under this clause.

(b) You further agree not to use the Product:

(I) To harass, abuse, or threaten others or otherwise violate any person's legal rights;

(II) To violate any intellectual property rights of the Owner or any third party;

(III) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;

(IV) To perpetrate any fraud;

(V) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;

(VI) To publish or distribute any obscene or defamatory material;

(VII) To publish or distribute any material that incites violence, hate, or discrimination towards any group

(VIII) To unlawfully gather information about others; or

(IX) In the following manner:

Install the package on any tenant or server not directly associated with your company Install the package on any tenant or server not previously disclosed to Elysian2

(c) Elysian2 reserves the right to disable any installation where the download was made with a fake or inactive email account.

(18) CONSENT TO DATA USE

You hereby agree that We may collect, monitor, review, analyse and use, data or information We collect from Your use of the Product. We will not share or sell Your data to third parties.

(19) NO TRANSFER, ASSIGNMENT OR SUB-LICENCE

(a) This Licence is non-transferrable.

(b) You are prohibited from assigning, selling, renting, sub-licensing, leasing, or transferring in any other way any or all of Your rights under this Licence, except with the Owner's prior written consent.

(c) This clause will survive termination or expiration of this Agreement.

(20) LIMITATION OF LIABILITY

(a) You may have certain rights under the Australian Consumer Laws (ACL), or under other similar or related consumer protection laws.

(b) The ACL (or any other similar or related consumer protection laws) may give You certain rights, warranties, guarantees and remedies regarding the provision of goods or services by the Owner, which cannot be excluded, modified or restricted by the Owner ("Statutory Rights").

(c) Your liability to the Owner is governed solely by the ACL, if applicable, (and any other similar or related consumer protection laws) and by this Agreement.

(d) Unless otherwise expressly provided in writing by the Owner, all guarantees, warranties, representations and conditions are expressly excluded except for any Statutory Rights which are required by law.

(e) The Owner excludes all conditions and warranties implied by custom, law or statute, except for Your Statutory Rights, and the Owner expressly disclaims all warranties of any kind including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement of third party rights.

(f) You hereby acknowledge and agree that You use the Product at Your sole risk.

(g) You hereby acknowledge and agree that the Product is provided to You "as-is".

(h) You hereby acknowledge and agree that You are solely responsible for evaluating and for determining whether the Product is fit for Your purpose.

(i) To the maximum extent permitted by law, except as otherwise provided in this Agreement, and except in cases of death or personal injury caused by the Owner's gross negligence, wilful misconduct or bad faith, the Owner's liability in contract, tort or otherwise arising through or in connection with this Agreement or through or in connection with the fulfilment of obligations under this Agreement, liability shall be limited to Fees paid by You to the Owner.

(j) To the maximum extent permitted by law, and except as otherwise provided in this Agreement, the Owner shall not be liable to You in contract, tort, negligence, breach of statutory duty or otherwise for any indirect, consequential, incidental, special, punitive or exemplary loss, damages, costs or expenses of any nature whatsoever including without limitation any economic loss, data loss, loss of goodwill or other loss of turnover, profits or business.

(k) For the sake of clarity, in no event will the Owner be liable for any consequential, indirect, incidental or special damages of any kind including any damages for loss of revenue, profits, interruption of business, or loss of data, even if the possibility of such loss was made known to the Owner.

(l) To the maximum extent permitted by law, and except as otherwise expressly provided in this Agreement, the Owner hereby disclaims any and all warranties of quality, whether express or implied, including but not limited to any warranties of merchantability and fitness for a particular purpose. You acknowledge that You are relying solely on Your own investigations, inspections and/or examinations and have not been induced by the Owner or any of Owner's agents or representatives making any statements as to the quality or condition of the Product.

(m) Nothing in this Agreement restricts Your Statutory Rights. In the event that the ACL applies, and there is a conflict between this clause and the ACL, the ACL shall prevail.

(n) This limitation is cumulative. The Owner's liability will not be increased by the existence of more than one incident or claim.

(o) This clause will survive the termination or expiration of this Agreement.

(21) USER WARRANTIES

(a) You hereby provide the following warranties (hereinafter the "User's Warranties"):

(I) That You have the full legal authority and capacity to enter this Agreement.

(II) That You are of sufficient legal age to enter this Agreement under the laws of Queensland.

(III) That You will only use the Product in accordance with the Licence granted under this Agreement.

(IV) That:

You will engage with a developer, either in-house or external, with the requisite skills required to install the package on the Your D365 for Finance environment

(b) In the event that You are a company or other organisation, the person who downloads, installs, uses, purchases or pays any Fee for the Product on behalf of Your company or organisation, or who otherwise agrees to this Agreement on behalf of Your company or

organisation, hereby represents and warrants that they have the right, authority and capacity to accept and agree to this Agreement on their own behalf and on behalf of Your company or organisation.

(c) This clause will survive termination or expiration of this Agreement.

(22) USER INDEMNITY

(a) You hereby indemnify, keep indemnified, and hold harmless the Owner against any losses, liabilities, claims, damages, expenses, charges, fines, penalties or other costs whatsoever which the Owner or any directors, employees, officers, agents, representatives or contractors of the Owner may incur, directly or indirectly in relation to:

(I) The use, operation, storage, repair or maintenance of the Product;

(II) Any loss or damage to property in connection with the use, operation, storage, repair or maintenance of the Product;

(III) Any injury (or death) suffered by any person in connection with the use, operation, storage, repair or maintenance of the Product;

(IV) Any loss or destruction of the Product;

(V) Any damage to the Product;

(VI) Any breach of this Agreement by You or by any of Your directors, employees, officers, agents, representatives or contractors;

(VII) Any breach by You or by any of Your directors, employees, officers, agents, representatives or contractors, of any registration, licence, permit, authorisation, regulation, legislation, by-law, ordinance or rule relating to the use of the Product;

(VIII) Any claim made by a third party against the Owner that is related in any way to Your use of the Product; or

(IX) Any costs which the Owner might incur in enforcing its rights under this Agreement, including the Owner's legal costs on a full indemnity basis.

(b) You will not be liable under this clause for any loss, liability, claim, damages, expense, charge, fine, penalty or other cost which is caused by the Owner's gross negligence, wilful misconduct or bad faith.

(c) This clause will survive termination or expiration of this Agreement.

(23) WARRANTIES REGARDING LEGAL ADVICE

(a) Each Party, (which for the purposes of this clause shall be referred to as the "Warranting Party" as the context requires) hereby respectively warrants:

(I) That the Warranting Party fully understands the terms of this Agreement.

(II) That the Warranting Party has had the opportunity to obtain independent legal advice in relation to the matters addressed by this Agreement and the Warranting Party has either:

(A) taken such independent legal advice; or

(B) elected not to take such independent legal advice.

(III) That the Warranting Party has not been induced to enter this Agreement by any representation(s) made by the other Party or by any officer, employee, director, agent, contractor, assignee, successor or other representative of the other Party, except as provided in this Agreement.

(b) This clause will survive termination or expiration of this Agreement.

(24) WARRANTIES REGARDING COMPETITION

(a) Each Party hereby respectively warrants that for the purposes of the *Competition and Consumer Act 2010 (Commonwealth)*:

(I) That this Agreement does not relate to a contract, arrangement, or understanding, or a concerted practice for the purpose, or with the likely effect, of substantially lessening competition;

(II) That this Agreement does not relate to some kind of exclusive dealing between the parties, for the purpose, or with the effect or likely effect, of substantially lessening competition;

(III) That this Agreement does not relate to some kind of arrangement involving "price fixing", whereby competitors have agreed on pricing rather than competing against each other;

(IV) That this Agreement does not relate to some kind of arrangement involving "output restrictions", whereby competitors have agreed to prevent, restrict, or limit the volume or type of particular goods or services available;

(V) That this Agreement does not relate to some kind of arrangement involving "market sharing", whereby competitors have agreed to divide or allocate customers, suppliers, or territories among themselves rather than allowing competitive market forces to work; and

(VI) That this Agreement does not relate to some kind of arrangement involving "bid rigging" or "collusive tendering", whereby competitors have agreed they will not compete genuinely with each other for tenders, allowing one of the competitors to 'win' the tender.

(b) This clause will survive termination or expiration of this Agreement.

(25) MAINTENANCE

This Licence specifically does not include Product maintenance and support.

Downloading the Work entitles you to free product support, software updates and hotfixes at the Owner's sole discretion.

Full/Enterprise version updates and maintenance is provided via a separate Annual Maintenance Agreement agreed at time of payment.

Please contact the Owner for additional details.

(26) SERVICE INTERRUPTIONS

(a) You acknowledge and agree that your access to the Product may be affected by unanticipated or unscheduled downtime, for any reason, but that the Owner shall have no liability for any damage or loss caused as a result of such downtime.

(27) NO AGENCY, PARTNERSHIP OR JOINT VENTURE

No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.

(28) VARIATION OF TERMS

(a) The Owner reserves the right to amend this Agreement without notice.

(b) You will be bound by the version of this Agreement which is in force at the time that You download, install or purchase the Product.

(29) TERMINATION

In the event that You fail to comply with any terms of this Agreement, the Owner may immediately terminate this Agreement without further notice.

(30) PRODUCT AFTER TERMINATION

(a) Upon the termination or expiration of this Agreement, You are not permitted to retain or use the Product or any part of the Product in any way.

(b) Upon the termination or expiration of this Agreement, You must either return any copies of the Product to the Owner if directed by the Owner to do so, or must permanently delete all copies of the Product.

(31) GENERAL PROVISIONS

(a) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of Queensland and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within Queensland.

(b) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

(c) RIGHTS, REMEDIES AND POWERS: Unless expressly provided in this Agreement, any rights, remedies or powers which a Party acquires under this Agreement are cumulative and apply in addition to any rights, remedies or powers which that Party may otherwise have. Unless expressly provided in this Agreement, nothing in this Agreement shall in any way reduce, extinguish, postpone, restrict or otherwise limit any right, remedy or power which that Party may have.

(d) SURVIVAL OF OBLIGATIONS: Notwithstanding any other provisions of this Agreement, at the Termination, expiration or Completion of this Agreement, any provisions of this Agreement

which would by their nature be expected to survive Termination, expiration or Completion shall remain in full force and effect, including but not limited to any provisions which are explicitly stated to survive Termination, expiration or Completion.

(e) NO WAIVER: None of the powers or rights created under the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. A power or right under the terms of this Agreement may only be waived in writing, signed by the Party that is waiving the said power or right. No waiver of any power or right under a term of this Agreement shall constitute a waiver of any other power or right or of the same power or right on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

(f) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

(g) ENTIRE AGREEMENT: The Parties agree that in relation to the subject matter of this Agreement, this Agreement represents the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral. The Parties confirm that no warranties, representations, conditions or collateral agreements affect this Agreement or the subject matter of this Agreement except as expressly provided in this Agreement. The Parties each respectively agree that in entering into this Agreement, they did not do so in reliance on any representations, warranties or other provisions except for those which are expressly provided in this Agreement.

(h) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

(i) FORCE MAJEURE/EXCUSE: Neither Party is liable to the other for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, labour or transportation disputes, and other acts which may be due to unforeseen circumstances.

(j) FURTHER ACTS: Each Party must, and must ensure that its directors, employees, officers, agents, representatives and contractors do all things and sign, execute and deliver all documents, agreements and instruments as reasonably required in order to give effect to this Agreement and to the rights and obligations of the Parties created under this Agreement.

(32) CONTACT US

You can contact us about this Agreement or the Licence using the following details:

E: support@elysian2.com

E-ttach Annual Maintenance

E-ttach maintenance and support is not included in the purchase price of licenses. It is additionally charged at 15% of total product price per year and is mandatory for the first year. Customers with a paid and active E-ttach Annual Maintenance are entitled to all software updates and hotfixes.

Customers with a paid and active annual maintenance will have a direct access to the Elysian2 support team, and may report defects and errors in the product directly to Elysian2, by sending a detailed report of the issue and how to reproduce it in a standard installation of the product.

1.   Annual Maintenance Overview.

Standard Maintenance and Support for the E-ttach add-on is specifically licensed by Licensee and includes general support questions, basic installation questions, error correction and troubleshooting.

Annual Maintenance is charged for every installation of E-ttach (each individual tenant).

The following are available to Elysian2 customers with paid and active standard E-ttach Annual Maintenance:

a)   Reporting a new technical support case on Elysian2's web site
     https://www.elysian2.com/ettach-support

b)   Contacting Elysian2's support team via email support@elysian2.com

c)   Elysian2 guarantees the response to a support case/issue within two business days.

d)   A submitting report of an issue must contain information about the product version, the environment version (e.g. Application and Platform version) and detail instructions on how to reproduce the issue. Incomplete reports will not be processed by Elysian2 support team, and will be rejected.

e)   If the current release of the product fails to operate in accordance with the applicable documentation, Elysian2 shall take such measures as are reasonably necessary and practicable to determine and solve problems related to the function of the software program as designed, and to correct or eliminate any Elysian2 program errors or malfunctions. Corrective measures may include patches (code fixes) or workarounds (alternate operating techniques), which will, at Elysian2's sole discretion, bring the product into accordance with its documentation. Responses shall be on a first in, first served basis, and priority will be based on Elysian2's assessment of the severity of the problem. Problem escalation procedures will be in accordance with Elysian2's then current policies and procedures. Elysian2 does not guarantee service results or represent or warrant that all errors or program defects will be corrected.

f)   Software releases issued during the maintenance period, which will be available from the Elysian2 website E-ttach page.

g)   Elysian2 may recommend that Licensee install the then-current version available to correct or mitigate problems which may exist. Annual maintenance and support of

obsolete versions of the software may be made available at the discretion of Elysian2. Any such agreement would be subject to a separate fee arrangement.

h) The opportunity to contribute enhancement suggestions to Elysian2's product development efforts.

2. Additional Support Services Available.

Annual Maintenance does not include training, specific report analysis, design, customisation or X++ development, on-site services, third party software support or Licensee working environment procedures (testing, back-ups, hardware configuration, etc.) or operation of related software, such as databases, networks, security or operating systems. Any problem that is submitted by the Licensee and that is not covered by Annual Maintenance will be subject to an additional charge. Licensee shall pay Elysian2, at Elysian2's then-current hourly rates, for Elysian2's services in responding to a Licensee report of an error, malfunction, or defect, if:

a. such error, malfunction, or defect is not reproducible;

b. such error, malfunction or defect is caused, directly or indirectly, by the acts of any person intended to cause such error, malfunction or defect;

c. the product "E-ttach" is used in connection with a configuration and/or system environment which are not compatible with the configuration and environment recommended by Elysian2;

d. Licensee has not installed latest release of E-ttach or recommended releases from Elysian2;

e. the error, malfunction or defect is caused, directly or indirectly, by third party software or hardware;

f. there have been modifications or changes made to the installed E-ttach model by the Licensee or any person other than Elysian2;

g. Licensee does not assist Elysian2 as required;

h. the Software is not installed and operation in accordance with the then-current Documentation; or

i. the error, malfunction, or defect is not caused by the product "E-ttach".

3. Expired and/or Unpaid Annual Maintenance

Licensees who have not paid Annual Maintenance fees for their then-current maintenance term are not eligible to receive Technical Support. A Licensee who has not paid maintenance fees for their then-current maintenance term must pay all outstanding Annual Maintenance fees before receiving assistance. Outstanding charges include past-due fees plus a current 12-month Annual Maintenance Fee.