

SCHEDULE B MAINTENANCE AND SUPPORT SCHEDULE

- A. Depending on the selection made on the SUBNET Sales order to which this schedule is attached, maintenance and support services consist of the following services:
The following table below provides the features available with each program:

Features	Warranty Program	Introductory Continuous Current Evolution Program	Full Continuous Current Evolution Program
Guarantee of 5 Year Software Warranty as listed in Schedule C (from Initial Release Date of each Major Software Version)	Y	Y	Y
Bug Fixes to eliminate errors that result in a failure to execute programming instructions, implementing such fixes, patches or updates as may be made available by SUBNET from time to time	Y	Y	Y
Minor Release Updates for Current Major Release Version		Y	Y
Minor Release Updates for Supported Prior Major Release Versions		Y	Y
Operating System Updates		Y	Y
Updates to Existing Hardware		Y	Y
Software Service Bulletins		Y	Y
Software Hot Fix Updates		Y	Y
Patch Management Website Access		Y	Y
Priority Help Desk Support		Y	Y
Major Version Upgrade at no additional charge		Y	Y
Patch Management Email Notification Service and Updates			Y
Extended System Engineering Services Expiration Term			Y
Operating System Upgrade			Y
Hardware Upgrade / Portability			Y
Training Tour Incentives			Y
User Group Conference Incentives			Y
Calgary Boot Camp Incentives			Y
System Engineering/Technical Services Incentives			Y

- B. SUBNET shall provide the maintenance and support services selected on the SUBNET Sales Order to which this schedule is attached for the period specified therein, subject to each of the following terms:

I DEFINITIONS

- 1.1 Continuous Current Evolution Program (CCE Program). The Continuous Current Evolution Program is SUBNET's Annual software maintenance and support program.
- 1.2 **Bug Fix:** Software bugs (or incidents) are reported, documented and reproducible program errors which may occur when the software fails to perform according to the technical specifications supplied with it. Bug Fixes are corrections and avoidance procedures designed to resolve these errors and they are typically deployed via Hot Fixes and Minor Releases. Refer to Section 2.10 for SUBNET's Incident Response objectives.
- 1.3 Customer Service Representative: A SUBNET employee with specific knowledge of the Licensed Software operations.
- 1.4 Hot Fix: Hot fixes are a mechanism SUBNET uses, at its discretion, for deploying client-specific and site-specific patches to installations that require immediate attention. Hot fixes are distributed for site specific patches or corrections and avoidance procedures at client installations only, but allow SUBNET to address important issues promptly without compromising its release schedules.
- 1.5 Major Release (Upgrades): Major releases primarily focus on upgrading the product by adding new features and/or functionalities. They are also called "Software Upgrades" when released to customers. A major release is identified by the change in version numbering occurring in the first digit. Example of Major Release is V1.00, V2.00, V3.00, etc.
- 1.6 Minor Release (Updates): Major releases actively supported by SUBNET will be maintained through minor releases. They are also called "Software Updates" when released to customers. A minor release is identified by the change in version numbering occurring in the second digit. These releases normally only contain Bug Fixes for the targeted release, but may at times include minor features (at SUBNET's discretion). Example of a Minor Release is V1.01, V1.02, V1.03, etc.
- 1.7 Minor Releases are classified under one of three categories. These classifications are to help end-users assess the criticality and importance of getting the Maintenance Release installed in the field. The three categories are:
Critical: Updates in this category are considered necessary for reliable use of the application. This usually indicates that a problem was fixed that could possibly jeopardize the security, safety, or stability of the application.
Recommended: Updates in this category are considered important for continued use or scalability of the product. This usually indicates that a performance-related enhancement was made to the system.
Optional: Updates in this category indicate that most changes to the application were minor bug fixes or extra features.
- 1.8 Release: Also referred to as a "Software Release". A software release is the distribution of an initial or upgraded version of a Licensed Software. SUBNET classifies software releases as either Updates or Upgrades.
- 1.9 Software Service Bulletins: SUBNET utilizes a mechanism called "Software Service Bulletins" to notify users of recent issues and problems that they may need to be aware of. These are typically available electronically from the Customer Service Representative (via e-mail, ftp, etc.).
- 1.10 Vulnerability: A vulnerability is an unintended security exposure that usually results from a product flaw. Vulnerabilities are to be resolved by the manufacturer of the product.
- 1.11 Out-of Band Vulnerability: A severe vulnerability or threat in software that must be resolved as quickly as possible. Patches are released as they are available rather than waiting for the monthly release of patches.
- 1.12 Microsoft Security Bulletin Release: Monthly scheduled releases of security updates from Microsoft to address identified security vulnerabilities. This occurs on the second Tuesday of every month.

- 1.13 SUBNET Embedded Notification Bulletin: SUBNET notification bulletins sent to enrolled Continuous Current participants as simple text based emails with a hash signature. Notification bulletins outline new vulnerabilities discovered by Microsoft and sent out within 3 business days following Microsoft's Security Bulletin release.
- 1.14 SUBNET Embedded Security Bulletin: SUBNET will evaluate each Microsoft security vulnerability, test released patches and release detailed SUBNET Embedded Security Bulletins outlining SUBNET's recommendations for embedded products. Security bulletins will be available on the SUBNET FTP site by the end of each month.
- 1.15 Software Version Life Cycle: The "Software Version Life Cycle" consists of three primary stages; and is depicted in the following graphic: Current Version

(namely, the currently shipping version), Preceding Version (namely, the prior version that is still supported by SUBNET but is no longer the Current Version), and Retired Version (namely, a version for which support is no longer available).

- 1.16 System Support: System Support is where SUBNET provides consulting services that require knowledge and expertise of third party systems and their implementation within the utility specific infrastructure.
- 1.17 Version: A unique state of the Licensed Software. Within a given version number category (major, minor), these numbers are assigned in increasing order and correspond to new developments in the software.

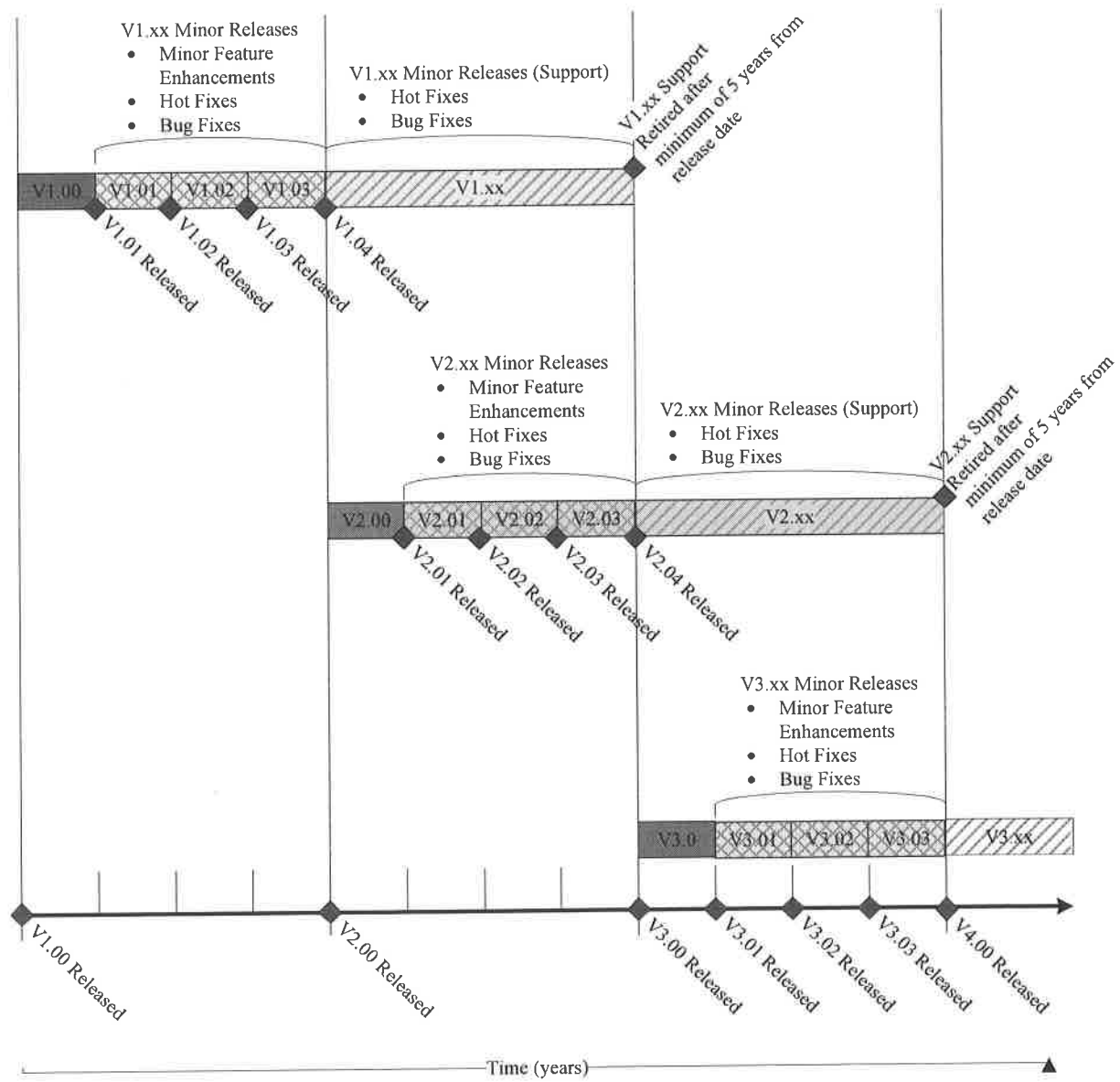


Figure 1

2 SOFTWARE SUPPORT AND MAINTENANCE SERVICES

- 2.1 Continuous Current Evolution Program Services: During the Term SUBNET will provide the Licensee, in the manner described herein, with the following services; provided that and for certainty such services shall not include System Support and typical professional services such as system engineering, system deployment, and system troubleshooting of the Licensed Software.
- 2.2 Software Support: The provision of technical services to resolve reproducible program errors that may occur as a result of the Licensed Software failing to perform according to the technical manuals supplied with the Licensed Software.
- 2.3 Software Upgrades: SUBNET will provide Major Release software upgrades at no additional license fee to CLIENT for the Licensed Software for which Services are provided hereunder.
- 2.4 Software Updates: SUBNET will provide Minor Release software updates at no additional license fee to CLIENT for the Licensed Software for which Services are provided hereunder.
- 2.5 Software Service Bulletins: SUBNET utilizes a mechanism called "Software Service Bulletins" to notify users of recent issues and problems that they may need to be aware. Service Bulletins identify the product affected, the problem, and the solution if one is available at the time of issuing.
- 2.6 Support Hours: Services are provided during SUBNET business hours of 09:00 through 17:00 Mountain Time Monday through Friday excluding Canadian Statutory Holidays.
- 2.7 Priority Help Desk Support: Customer Service representatives will work with the Support Coordinator(s) to answer questions, provide technical recommendations, or identify and provide avoidance procedures, if possible, for the Licensed Software. The Support Coordinator will receive responses to software support inquiries from a SUBNET Customer Service Representative within the business hours identified under Support Hours. Generally software support inquiries are limited to the following:
- Registering and activating the software licenses for the Licensed Software.
 - Assistance troubleshooting reproducible program errors in the Licensed Software.
 - Basic post training product functionality and usage questions.
- Typically it is required that the clients be physically present at or have remote access to the computer or system where the problem exists. Please refer to Exhibit A, Section 3.1 for the information required.
- 2.8 Support Requests: Software support requests may be submitted via telephone during Support Hours or via e-mail, which when received by SUBNET's customer service team will be responded to during Support Hours. Telephone calls to the number or e-mails to the address below are the approved means of contacting SUBNET for software support.
- Phone: (403) 270-8885
 - E-mail: Support@SUBNET.com
- 2.9 Remote Access: Remote access, such as Live Meeting, to the Licensed Software and the device on which it is operating may be used in the course of providing the Services. A remote meeting will be scheduled at a mutually acceptable time. SUBNET will not be responsible for downtime should any technology associated with remote access fail or be unavailable for the meeting. A Support Coordinator will be required to be present or available during the remote access session.
- 2.10 Incident Response: SUBNET shall use its best efforts, according to the response objectives set forth herein, to provide a resolution to any failure of software contained in or relating to SUBNET Products to function in conformance with the SUBNET Product documentation or to specifications agreed with CLIENT (a "Software Problem") brought to its attention by written notice by CLIENT that can be duplicated by SUBNET. Such Software Problems resolution shall include:
- appropriate release notes or changes to the documentation, or
 - a procedural work around that provides a satisfactory solution to the Software Problem.
- 2.10.1 Incident Assignment: Following duplication of any Software Problem, SUBNET shall communicate with CLIENT on the criticality of a Software Problem. Criticality of a Software Problem shall be determined by the SUBNET Support Department in cooperation with CLIENT on an issue by issue basis. SUBNET

shall provide CLIENT with an estimate of how long it shall take to resolve the Software Problem and shall keep CLIENT informed of the progress of the resolution of the Software Problem. To determine the criticality of a Software Problem, the following factors shall be considered by SUBNET:

- Loss or risk of loss to personnel, equipment or process
 - Environmental danger
 - Reduction in productivity
- 2.10.2 Incident Escalation: At any time CLIENT may request to have the criticality and/or priority of their issue increased. This request can come to the SUBNET Support Department or the SUBNET Sales Manager in charge of this Agreement. In the event of after-hours requests, the on-call agent will contact the SUBNET Support Manager to address escalation concerns.
- 2.10.3 Priority Assignment: To determine the criticality of a Software Problem, the following factors shall be considered by SUBNET. For all Incidents, SUBNET will get consensus with the CLIENT. At this point in time this Priority simply determines where in the queue the issue will be worked on and determines the timeframe for escalation. (IE: Severe priority support requests will be processed before Moderate, which are before Not Critical):
- Loss or risk of loss to personnel, equipment or process
 - Environmental danger
 - Reduction in productivity
- 2.10.4 Requests for support will fall into one of the following three levels of priority, which will help to determine the appropriate support procedures to follow.
- Not Critical:
 - There is no risk of loss to personnel, equipment or process
 - There is no environmental danger
 - There is no reduction in productivity
 - The issue reported is of a graphical nature or usability nature.
 - The issue reported has a readily available workaround
 - The issue is an enhancement request
 - Moderate:
 - Ability of Customer to use SUBNET Product with severe restrictions or work-arounds.
 - No readily available workaround is present
 - On-site timelines present
 - Risk to image of either SUBNET or CLIENT
 - Issue resolution timeline has been exceeded
 - Severe:
 - Loss or risk of loss to personnel, equipment or process
 - Environmental danger
 - Customer operations have stopped or have been reduced
 - No workaround possible
 - Business development reasons
 - Risk of financial liability to SUBNET or our customers
 - Issue resolution timeline has been exceeded
- 2.10.5 At this point in time this Priority simply determines where in the queue the issue will be worked on and determines the timeframe for escalation. Severe priority support requests will be processed before Moderate, which are before Not Critical.
- 2.10.6 At any time the CLIENT may request to have the criticality of their issue increased. This request can come to the SUBNET Support Department or the SUBNET Sales Manager in charge of this Agreement.
- 2.10.7 Response Objectives: SUBNET shall use its best efforts to provide a resolution timeline to Software Problems as described below:
- Severe Software Problems. One (1) day from SUBNET's duplication of the Software Problem, SUBNET will provide a timeline for resolution.

- b) Moderate Software Problems. Five (5) business days from SUBNET's duplication of the Software Problem, SUBNET will provide a timeline for resolution.
 - c) Not Critical Software Problems. Provided at SUBNET's reasonable discretion.
- 2.11 On-Site: On-site software support will be provided at CLIENT request when phone and remote connection support options have been exhausted or are not available. Charges for travel, food, lodging and incidental expenses, plus a 15% administration charge will apply. If on-site software support is necessary because CLIENT is unable to provide remote connectivity, charges for labor will also apply.
- 2.11.1 CLIENT and SUBNET will mutually agree upon the number of hours of on-site support that will be required. CLIENT will pay SUBNET at the rate specified in Exhibit C, for such onsite services.
 - 2.11.2 If on-site software support is necessary because the CLIENT is unable to provide remote connectivity to SUBNET or the issue is due to 3rd Party Software/Hardware or the CLIENT incorrectly configured SUBNET Software charges for labor shall also apply.
- 2.12 Patch Management Email Notification Service and Downloads: SUBNET actively monitors Microsoft Monthly Security Bulletins for new issues pertaining to the Windows Operating System. SUBNET will e-mail notification bulletins regarding vulnerabilities applicable to SUBNET's embedded products within 3 business days of receipt of Microsoft's Monthly Security Bulletin (issued on the second Tuesday of every month). By the end of the month SUBNET will test patches and e-mail CCE Program customers links to detailed SUBNET Embedded Security Bulletins for each vulnerability including directions for accessing applicable patch downloads. SUBNET regularly updates internal embedded databases on a monthly basis to ensure subsequent images contain the most up-to-date patches.
- Out-of-band security vulnerabilities will be evaluated immediately and e-mail notification sent to Continuous Current Evolution (CCE) Program customers, with all reasonable efforts, within 2 business days. SUBNET will e-mail detailed bulletins including directions for accessing applicable patch downloads for out-of-band security vulnerabilities, with all reasonable efforts, within 3-5 business days.
- SUBNET's patch management e-mail notification service provides information using simple text based e-mails and contains hash signatures to guarantee authenticity.
- In addition to email notification, patches will be hosted on the SUBNET FTP site, organized chronologically by month. On a semi-annual basis, a cumulative update will be created and hosted on the SUBNET FTP site. This cumulative update will allow users to update devices where patches have not been updated on a regular basis. SUBNET will post a monthly summary of all SUBNET Embedded Security Bulletins on our website. This provides applicable patch information for our customers who are not enrolled in SUBNET's CCE Program.
- 2.13 Software License Transferability: CLIENT will be permitted to transfer the Licensed Software from one computer to another computer owned or controlled by CLIENT, subject to third party limitations, and provided that upon such transfer the Licensed Software shall be deleted from the prior computer.
 - 2.14 Operating System Upgrade Portability: CLIENT will be permitted to transfer the Licensed Software to run on newer approved Operating System without additional SUBNET license fee. CLIENT is responsible for any Third Party Operating System and associated engineering services fees that may apply.
 - 2.15 Hardware Upgrade/Portability: CLIENT will be permitted to transfer to run on newer approved hardware platforms without additional SUBNET license fee. CLIENT is responsible for Third Party hardware costs and associated engineering services that may apply.
 - 2.16 Product Development Input and Feature Suggestions: CLIENT may submit product or other suggestions to SUBNET identifying desired feature, product, or other development ideas. SUBNET may use these suggestions in any manner it sees fit, without obligation to account or obtain further consent.
 - 2.17 Customer Incentives: CLIENT may be eligible to receive SUBNET incentives as outlined in the Sales Quotation. SUBNET CCE Program incentives are calculated on an annual basis and are not carried forward to future years.

3 CONTINUOUS CONDITIONS OF USE

- 3.1 Client Information Required for Support: The Support Coordinator(s) is required to document the initial resolution attempts which would assist the resolution process before contacting a Customer Service Representative. When contacting a Customer Service Representative with a question or an issue, the information from Exhibit B of this document is required. CLIENT shall use commercially reasonable efforts to provide SUBNET with the information and access reasonably required to enable SUBNET to reproduce the issue for which CLIENT is seeking support and to analyze and correct same.
- 3.2 Training Requirements: CLIENT shall ensure that its Support Coordinator(s) maintain proficiency and training for the current Licensed Software.
- 3.3 Case Tracking: A Customer Service Representative will log your issue into a case tracking system, and the Support Coordinator will be provided with a case number that the Support Coordinator can use as a reference for future calls. If the Support Coordinator reports multiple issues, multiple tracking numbers may be generated.
- 3.4 Third Party Products: Manufacturer warranties apply for third party purchased items, such as hardware, general IT software, etc. and are not covered within this Agreement.
- 3.5 Available Version Support: The Services are available only for the "Current" and "Preceding" releases and are not applicable to "Retired" products. SUBNET reserves the right to terminate support contracts for software versions that are being Retired, however SUBNET will send advance notice to CLIENT.
- 3.6 Non-Qualified Products: SUBNET shall have no obligations or responsibilities of any kind hereunder with respect to any hardware or software product other than the Licensed Software ("Non-Qualified Products"). If the performance by SUBNET of the Continuous Current Agreement is made more difficult or impaired because of Non-Qualified Products SUBNET shall so notify CLIENT and CLIENT will remove the Non-Qualified Products at its own risk and expense during any effort to render Services under this Agreement. CLIENT shall be solely responsible for the compatibility and functioning of Non-Qualified Products with the Licensed Software.
- 3.7 Software Versions: All CLIENT Licensed Software must be maintained at the version deemed necessary by SUBNET for proper operation of the Licensed Software.
- 3.8 Isolation: CLIENT is solely responsible for ensuring that the Licensed Software is isolated from any process links or anything else that could cause harm before requesting software support.
- 3.9 Backup Procedures: CLIENT is responsible for its data and for making and keeping backup copies of such data. SUBNET shall not be responsible for the deletion or accuracy of any of CLIENT data, the failure to store, transmit, encrypt (or otherwise secure) or receive such data, during the performance of the Services.
- 3.10 Licensing During the Term: Where CLIENT obtains additional licenses or upgrades for Licensed Software during the Term, Exhibit C of this Agreement shall automatically be amended on annual basis to reflect such additional licenses. Upon amendment, Exhibit C shall include such additional licenses and upgrades for the purposes of any renewal hereof. CLIENT shall pay to SUBNET the applicable fees hereunder at renewal of Continuous Current Evolution Program Agreement.

4 EXCLUSIONS

- 4.1 For greater certainty the Software and Maintenance Services shall not include:
 - System Engineering or Technical Services (i.e. custom programming, development, on-site installation, integration, architecture, migration, data conversion, design, implementation, system engineering, system deployment, system troubleshooting, and System Support) unless authorized as a System Engineering/Technical Services Incentive.
 - Installation, setup and configuration of third party services, hardware or software (i.e. operating systems, database products, network, and devices).
 - Resolution of errors not directly related to Licensed Software (i.e. network, system or environmental)
 - Malfunctions in the operation of SUBNET software caused by third party services deployed by the CLIENT in the operating environment of the SUBNET software (i.e. anti-virus software).

C. To obtain maintenance and support services the following information may be required:

REQUIRED SUPPORT INFORMATION	
Your Information	
Case number (if previously assigned)	
Company name	
Site name	
Contact name	
Contact phone number	
Contact mobile number	
Contact e-mail address	
Product Information	
Product name	
Product version number	
Product serial number	
Product registration number	
Service packs applied (if any)	
Hot fixes applied (if any)	
System Information	
Hardware platform	
Operating system	
Operating system version	
Problem Description	
Severity (please specify crash, lockup, functional, performance, documentation)	
Please provide a detailed description of the problem below. Include the steps to reproduce the problem and affected third party applications (if any).	