

## **Alfresco End User Agreement**

This Alfresco End User License Agreement (the "Agreement") is between Alfresco Software, Ltd., a United Kingdom limited company ("Alfresco"), and the State of Oregon, acting through its \_\_\_\_\_\_ ("User"). The effective date of this Agreement ("Effective Date") is the later of the date that this Agreement is signed by the parties and approved as required by applicable law.

### 1. SCOPE OF AGREEMENT

- Software and Support. This Agreement governs User's 1.1 use of Alfresco Software and, if applicable, Support. "Support" means Alfresco maintenance and support. "Software" means the software accompanying this Agreement and branded by Alfresco; provided, Software does not include third-party opensource software that may be provided therewith or Community Versions. "Community Versions" means the free, open-source community versions that Alfresco makes available at no charge, including without limitation Digital Business Platform, Alfresco Content Services, Alfresco Process Services and Records "Order Form" means the ordering Management software. documents placed by User. "Subscription" means access to the Software and, where applicable, Support for a defined period of time (the "Subscription Period"), as set forth in an Order Form.
- 1.2. **Business Partners**. User is purchasing Software and Support from an Alfresco business partner (a "Business Partner"). Alfresco will provide the purchased Software and Support to User under the terms of this Agreement, but is not responsible for (a) the actions of Business Partners, (b) any additional obligations Business Partners may have to User, or (c) any non-Alfresco products or services that Business Partners supply to User.

#### 2. REPORTING AND RECORDS

- 2.1 **Reporting**. User will notify Alfresco or the Business Partner promptly if User exceeds the number of Cores and/or authorized Named Users purchased under the applicable Order Form. In its notice, User will include the number of excess Cores and/or Named Users, and the date(s) on which the additional Cores were first used and/or the date User exceeded its licensed Named Users. Alfresco (or the Business Partner) will invoice User for the applicable fees and User will promptly pay such fees.
- 2.2 **Records Retention**. User will maintain accurate records necessary to verify the number of Cores it uses and Named Users it authorizes. Upon Alfresco's written request, User will provide Alfresco such records within ten (10) business days.

#### 3. LICENSE AND OWNERSHIP

3.1 **Grant to User**. Subject to User's compliance with this Agreement, Alfresco grants to User, during the Subscription Period: (a) a non-exclusive, non-transferable, non-sublicensable license to use, copy, test, and modify the Software solely for User's own internal use and limited to the number of Cores, Named Users, and/or Active Processes designated in the Order Form, as applicable; (b) the rights in the third party open-source software provided with the Software, which rights are set forth in the applicable third-party licenses; (c) for the term designated in

an Order Form, the right to receive Support; and (d) a license to use the Software on the number of Cores designated in the Order Form for backup and disaster-recovery testing purposes. "Cores" means physical computer processing cores or virtual Central Processing Units (vCPUs), sold by Alfresco in groups of four Cores. As licensed by Alfresco, an initial set of four Cores allows User to deploy the Software on up to four physical cores, or up to four vCPUs, on a single server instance. If User purchases eight or more Cores, User may deploy the Software on physical cores or vCPUs equal to the number of Cores it has purchased, without limitation as to the number of server instances upon which they can run. For example, if User purchases Alfresco Content Services (with eight Cores), User may deploy the Software on up to eight physical cores, or up to eight vCPUs, on any number of server instances. "Named User" means an individual who has been given a unique user name or identifier to access the Software, and who has accessed the Software at least one time. No more than one individual may use an issued user name or identifier, and the sharing of such credentials is expressly prohibited. "Active Process," as used with purchases of Alfresco Process Services software, means a process instance within the Software that has not been completed, cancelled, or formally suspended. Processes that have been initiated—but which have not been completed, cancelled, or formally suspended, or which are in a "wait" state— shall constitute Active Processes regardless of the level of user or machine activity associated with those processes over time.

- 3.2 **Restrictions**. User will not, directly or indirectly: (a) sublicense, resell, rent, lease, distribute, market, commercialize or otherwise transfer rights or usage to: (i) the Software, (ii) any modified version or derivative work of the Software created by the User or for the User, or (iii) Community Versions; (b) remove or alter any copyright, trademark or proprietary notice in the Software; (c) transfer, use or export the Software in violation of any laws or regulations of any government; (d) combine, call, link to, or otherwise use the Software in conjunction with any Community Version, or use any Support for Community Versions or for unlicensed Cores or Named Users; or (e) reverse engineer, decompile or modify any encrypted or encoded portion of the Software.
- 3.3 **Proprietary Rights**. Alfresco and its licensors will own all right, title, and interest to the Software, Support, technology, information, code or software provided to User by Alfresco, including all copies or modifications made by Alfresco.
- 3.4 ACS Specific Restriction Only. If User makes a new purchase of Alfresco Content Services (ACS) on or after September 1, 2017, the following restriction shall apply:

The Alfresco Content Services (ACS) includes a workflow capability along with a predetermined set of document-review and approval workflows, and a set of predetermined



management-task functions. User may use and modify the predetermined workflows and management tasks that are provided with the ACS subscription. However, User may not use the workflow software to design, create or run other types of workflows, business processes and/or management tasks. A separate subscription for Alfresco Process Services (APS) software is required for any such uses.

#### 4. TERM AND TERMINATION

4.1 **Term and Termination of Agreement**. This Agreement will remain in effect for the duration of any active Subscription Period. Upon termination of User's Subscription Period, User's use of the Software will be limited to read-only access.

If User materially breaches the terms of this Agreement, and the breach is not cured (or curable) within thirty (30) days after written notice of the breach, then Alfresco may, upon written notice, to the breaching party, terminate this Agreement and User's access to the Software and Support.

4.2 **Survival**. If this Agreement is terminated for any reason, Sections 3.2, 3.3, 4.2, 5, 6.2, 7, 8 and 9 of this Agreement will survive termination.

#### 5. CONFIDENTIALITY 5.1

#### Confidential Information.

- <u>Definition.</u> In connection with this Agreement, either party (the "Recipient") may obtain confidential and proprietary information ("Confidential Information") from the other (the "Discloser"). Confidential Information may include, without limitation, information about systems designs, pricing, cost data, financial information, business, sales, and marketing plans, products, product roadmaps, service programs, trade secrets, know-how, inventions, techniques, processes, programs, schematics, software, and data. Confidential Information includes information designated in writing as confidential, and any information a reasonable person would understand to be confidential or proprietary under the circumstances of its disclosure. Without limiting the generality of the foregoing sentence, Confidential Information includes information or data, including metadata, that User and its Named Users process, store, edit or otherwise utilize in their use of the Software.
- (b) Exclusions. "Confidential Information" does not include information that: (i) has been independently developed by or for the Recipient without access or reference to, or use of, Confidential Information; (ii) is lawfully received free of restriction from another source having the right to furnish such information; (iii) is or becomes lawfully in the public domain other than through a breach of this Agreement; (iv) was lawfully known by the Recipient prior to disclosure; (v) Discloser agrees in writing is free of such restrictions; or (vi) is generally disclosed by the Discloser to third parties without a duty of confidentiality.
- (c) <u>Duties With Respect To Confidential Information.</u> At all times during and after the term of this Agreement, Recipient shall keep Discloser's Confidential Information confidential using the same degree of care that it uses to protect its own Confidential Information, but not less than a reasonable degree of care, and shall not disclose Discloser's Confidential Information to a third party without the Discloser's written consent, or use the Confidential Information for purposes other than the performance of this Agreement. Where disclosure is required by law, including disclosure pursuant to the Oregon Public Records Law, ORS

192.311 through 192.478. such disclosure shall not constitute a breach of this Agreement provided Recipient gives Discloser reasonable advance notice to enable Discloser to seek appropriate protection of the Confidential Information.

#### REPRESENTATIONS AND WARRANTIES

- General Representations and Warranties. Alfresco represents and warrants that: (a) it will use reasonable skill and care in providing contracted Support; (b) the Support will be performed in a professional and workmanlike manner by qualified personnel; (c) it has the authority to enter into this Agreement with User; and (d) Alfresco has taken commercially reasonable measures to ensure the Software does not, at the time of delivery to User, include malicious mechanisms or code designed to damage or corrupt the Software, or that would allow the unauthorized access to the Software or User's data.
- 6.2 **Disclaimer of Warranty.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND SUPPORT PROVIDED BY ALFRESCO ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. ALFRESCO DOES NOT GUARANTEE THAT THE USE OF THE SOFTWARE OR SUPPORT WILL BE UNINTERRUPTED, ERROR FREE, OR THAT ALFRESCO WILL CORRECT ALL SOFTWARE ERRORS. FOR THE BREACH OF THE WARRANTIES SET FORTH IN 6.1, USER'S EXCLUSIVE REMEDY SECTION ALFRESCO'S ENTIRE LIABILITY WILL BE TO UNDERTAKE COMMERCIALLY REASONABLE EFFORTS TO REMEDY THE SUPPORT DEFICIENCY, SUPPLY A TEMPORARY FIX, OR MAKE AN EMERGENCY

BYPASS. IF ALFRESCO CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, USER MAY TERMINATE THE RELEVANT SOFTWARE SUBSCRIPTION AND RECEIVE A PRO RATA REFUND OF FEES PAID FOR THE REMAINING SUBSCRIPTION PERIOD AS OF THE EFFECTIVE DATE OF THE TERMINATION.

## 6. LIMITATION OF LIABILITY AND DISCLAIMER OF DAMAGES

Disclaimer of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR AN ORDER FORM, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR DAMAGES OTHER DIRECT DAMAGES, INCLUDING, THAN WITHOUT LIMITATION: ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER TORT, (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE; OR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, REGULATORY NONCOMPLIANCE, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN A PARTY OR ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR THESE DAMAGES WILL BE LIMITED AND EXCLUDED EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

AFFILIATES') AGGREGATE AND CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STATUTE OR OTHERWISE WILL EXCEED THE AMOUNTS PAID OR OWED TO ALFRESCO BY USER, EITHER DIRECTLY OR THROUGH A BUSINESS PARTNER, DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY (THE "CAP"); PROVIDED, HOWEVER, THE CALCULATION OF THE CAP WILL BE INCREASED TO THIRTY-SIX (36) MONTHS FOR PURPOSES OF SECTION 8. FOR CLARITY, AMOUNTS PAID UNDER ONE CAP WILL BE COUNTED FOR PURPOSES OF ALL OTHER CAPS. IF AN EVENT GIVING RISE TO LIABILITY OCCURS BEFORE THE SPECIFIED MONTHS HAVE ACCRUED UNDER THE AGREEMENT (I.E. 36 MONTHS FOR PURPOSES OF SECTION 8 AND 12 MONTHS FOR ALL OTHE RPURPOSES), THE CAP WILL BE CALCULATED USING THE AVERAGE MONTHLY AMOUNTS SPENT FOR THE MONTHS THAT HAVE ACCRUED TIMES THE MONTHS SPECIFIED; PROVIDD THAT ANY ANNUAL FEES WILL BE DIVIDED INTO EQUAL MONTHLY INSTALLMENTS FOR SUCH PURPOSES. EXMAPLE, IF LIABILITY ACCRUES UNDER SECTION 8 BUT ONLY 30 MONTHS HAVE ACCRUED AS OF THAT DATE, THE CAP WILL BE CALCULATED USING THE AVERAGE MONTHLY AMOUNTS SPENT FOR MONTHS 1-30, TIMES 36.

- 7.4 Exclusions. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE CAUSED BY NEGLIGENCE, OR FOR FRAUD. NOTHING IN THIS SECTION WILL LIMIT THE FEES OWED BY USER UNDER THIS AGREEMENT FOR SOFTWARE OR SUPPORT, OR FOR EXCEEDING THE SCOPE OF THE LICENSES GRANTED OR VIOLATING THE RESTRICTIONS IN SECTION 3.
- 7.3. **Additional Exclusions**. The limitations and exclusions set forth in Sections 7.1 and 7.2 do not apply to any liability arising out of Sections 5. In addition, User's liability at all times shall be subject to the limitations of Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300.

#### 8. INDEMNIFICATION

- Defense. If a third party initiates or threatens a legal 8.1 action alleging that User's use of the Software directly infringes the third party's patent, copyright, trademark or misappropriates the third party's trade secret rights ("Third Party Rights") (such action, a "Claim"), then Alfresco will (a) promptly assume the defense of the Claim and (b) pay costs, damages and/or reasonable attorneys' fees that are included in a final judgment against User (without right of appeal) or in a settlement approved by Alfresco that are attributable to User's use of the Software; provided that User (i) is current in the payment of all applicable fees, or becomes current, prior to requesting indemnification, (ii) notifies Alfresco in writing of the Claim promptly after receipt of the Claim, (iii) subject to Section 8.4 below, provides Alfresco the right to control the defense of the Claim with counsel of its choice, and to settle such Claim at Alfresco's sole discretion (unless the settlement requires payment by User or requires User to admit liability), and (iv) reasonably cooperates with Alfresco in the defense of the Claim.
- 8.2 **Injunctive Relief**. If the Software becomes the subject of any actual or anticipated third party infringement claim, Alfresco may, at its sole option and expense, (i) procure for User the right to continue using the affected Software consistent with this Agreement, (ii) replace or modify the affected Software with functionally equivalent software that does not infringe, or, if either

- (i) or (ii) is not available on a basis that Alfresco finds commercially feasible, (iii) terminate the Agreement or applicable Order Form and refund any prepaid fees for all unused portions of the Subscription Period.
- 8.3 **Exclusions**. Alfresco will have no liability for any Claim based upon (a) use of non-current versions of the Software when Alfresco has made newer, non-infringing versions available to the User; (b) altered versions of the Software (unless the specific alteration was made by or for Alfresco); (c) use, operation or combination of the applicable Software with non-Alfresco programs, data, equipment or documentation if such infringement would have been avoided but for such use, operation or combination; (d) Alfresco's compliance with designs, specifications or instructions provided by User where those designs, specifications or instructions cause the infringement; (e) use by User after notice by Alfresco to discontinue use of all or a portion of the Software; or (f) third- party open-source software. This section constitutes the entire liability of Alfresco, and User's sole and exclusive remedy, with respect to any third party claims of infringement or misappropriation of intellectual property rights.
- 8.4 To the extent Alfresco is required under this Agreement to defend User against claims asserted by third parties, to the extent such approval by the Oregon Attorney General is required by applicable law, (a) Alfresco shall select counsel reasonably acceptable to the Oregon Attorney General to defend the claim, and Alfresco shall bear all costs of such counsel, provided that the Oregon Attorney General's acceptance of counsel may not be unreasonably withheld, (b) such counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before counsel may act in the name of, or represent the interests of, the State of Oregon, User, or their officers, employees or agents, and (c) User may elect to assume its own defense with an attorney of its own choice and at its own expense any time if User determines important governmental interests are at stake. User will promptly provide notice to Alfresco of any claim that may result in an obligation on the part of Alfresco to defend as further discussed in section 8.1 above. Subject to these limitations, Alfresco may defend a claim with counsel of its own choosing, on the condition that no settlement or compromise of any claim may occur without the consent of User beyond the payment of monetary amounts and agreement to cease any continuing infringing uses (without limiting Section 8.2 above), which consent must not be unreasonably withheld. For clarity, this section remains subject to all other terms of this Agreement, including without limitation the remaining provisions of this Section 8 and Section 7.

## 9. **GENERAL**

- 9.1 **Notices.** Notices under this Agreement must be in writing and delivered: (a) if to Alfresco, to its Chief Financial Officer, with a copy to its General Counsel; (b) if to User, to its Deputy Attorney General, and to the individual identified in the Order Form. Notices will be deemed received when (1) delivered personally; or (2) upon confirmed delivery by a commercial express carrier.
- 9.2 **Compliance with Applicable Laws.** Each party will comply with all applicable laws, including applicable export control restrictions. In order for Alfresco to provide Support to User, it may be necessary for Alfresco to share information with its Affiliates, Business Partners, and/or subcontractors, which may be located worldwide. In such event, Alfresco will comply with Section 5 of this Agreement and with applicable data privacy laws governing the transfer of that information. ORS 279B.220 and 279B.230 are incorporated into this Agreement by reference, provided that the parties acknowledge that Alfresco is not an Oregon company and does not, as of the Effective Date, have

offices or operations in the State of Oregon.

- 9.3 **Entire Agreement.** Except as otherwise provided in a signed agreement between the parties, this Agreement constitutes the exclusive and complete agreement between Alfresco and User with respect to User's use of Alfresco Software and/or Support, and supersedes all prior oral or written discussions, agreements or understandings.
- 9.4 **Force Majeure.** Force majeure events shall excuse the affected party (the "Non-Performing Party") from its obligations under this Agreement so long as the event and its effects continue. Force majeure events include, without limitation, Acts of God, natural disasters, war, riot, network attacks, acts of terrorism, fire, explosion, accident, sabotage, strikes, inability to obtain power, fuel, material or labor, or acts of any government. As soon as feasible, the Non-Performing Party shall notify the other party of (a) its best reasonable assessment of the nature and duration of the force majeure event, and (b) the steps it is taking to mitigate its effects. If the force majeure event prevents performance for more than sixty (60) consecutive days, and the parties have not agreed upon a revised basis for performance, then either party may immediately terminate the Agreement upon written notice.
- 9.5 **Severability/Waiver.** If any provision of this Agreement is ruled invalid or unenforceable, the provision shall be severable from this Agreement so that the remaining provisions are unaffected. No waiver of any rights under this Agreement will constitute a subsequent waiver unless otherwise stated in writing.
- 9.6 Dispute Resolution. This Agreement is to be construed and enforced in accordance with the laws of the State of Oregon. without giving effect to its conflict of law principles, and applicable federal law. Any action or suit brought by the parties relating to this Agreement must be brought and conducted exclusively in the Circuit Court of Marion County for the State of Oregon in Salem, Oregon; provided, however, if a claim must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District ALFRESCO HEREBY CONSENTS TO THE of Oregon. PERSONAL JURISDICTION OF THIS COURT, WAIVES ANY OBJECTION TO VENUE IN THESE COURT, AND WAIVES ANY CLAIM THAT THIS COURT IS AN INCONVENIENT FORUM. In no way may this section or any other term of this Agreement be construed as (i) a waiver by the State of Oregon of any form of defense or immunity made available to the State of Oregon under applicable law, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, or (ii) consent by the State of Oregon to the jurisdiction of any court..
- 9.7 **Headings.** All headings contained in this Agreement are inserted for identification and convenience and will not be deemed part of this Agreement for purposes of interpretation.

- 9.8 **Amendment.** This Agreement may not be amended or modified except in a writing signed by the parties, with specific reference to this Agreement.
- 9.9. **Termination for Lack of Funding**. Nothing in this Agreement may be construed to permit any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.
- 9.10. **Independent Contractor**. Alfresco is at all times an independent contractor and not as an agent, employee, or representative of User. Alfresco has no right or authority to incur or create any obligation for or legally bind User in any way. Alfresco is not an "officer," "employee" or "agent" of User or any other agency, office, or department of the State of Oregon, as those terms are used in ORS 30.265, and Alfresco shall make no representations to third parties to the contrary. Neither party shall make any statements, representations, or commitments of any kind or to take any action binding on the other except as provided for in the Agreement or authorized in writing by the party to be bound.
- 9.11. **Publicity**. Alfresco may disclose the form and existence of this Agreement in advertising, press releases or other materials distributed to prospective customers, but shall not otherwise attempt to obtain publicity from its association with User or the State of Oregon, whether or not such disclosure, publicity or association implies an endorsement by User or the State of Oregon of Alfresco's products and services, without the prior written consent of User.
- 9.12 **Statewide Price Agreement**. The software and maintenance and support services are available through a price agreement with an Alfresco-authorized reseller. Such price agreement is held by the Oregon Department of Administrative Services under applicable Oregon law. User will order software and services via a purchase order issued to the reseller. The Department of Administrative Services is not a party to the purchase or this Agreement.
- 9.13 **Non-Discrimination**. If the anticipated total value of the Software and services to be provided under this Agreement is \$150,000 or more, Alfresco certifies that it has a written policy and practice that meets the requirements described in House Bill 3060 (2017 Oregon Laws, chapter 212, codified at ORS 279A.212) for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Alfresco agrees, as a material condition, to maintain such policy and practice in force during the term of this Agreement.

9.14. [Omitted]

## ACCEPTED AND AGREED:

ALFRESCO SOFTWARE, LTD.	STATE OF OREGON, ACTING THROUGH ITS
Ву:	By:
Name:	Name:
Title:	Title:
Date:	Deter



## THE FOLLOWING APPLIES ONLY IF USER HAS PURCHASED DIRECT ALFRESCO SUPPORT

# Attachment 1 (Alfresco Support)

1. Alfresco Support Programs. Alfresco's support offerings, service levels, and guidelines are set forth at <a href="http://www.alfresco.com/support/guidelines.">http://www.alfresco.com/support/guidelines.</a> If User has purchased support, User's applicable support program(s) will be set forth in the Order Form.

Alfresco support may be used only for User's internal purposes. Use of Alfresco support on behalf of a third party that is not a party to the Agreement, or for Community Versions, is a material breach of the Agreement.

**2.1 Scope of Support.** In using Alfresco support, User agrees it will: (a) provide Alfresco with sufficient information and resources to correct the applicable support issue; (b) install and operate the Software on an Alfresco-supported stack, as identified at <a href="http://www.alfresco.com/services/support/stacks/">http://www.alfresco.com/services/support/stacks/</a>; (c) promptly install all service packs provided by Alfresco; and (d) procure, install and maintain all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Software.

User is responsible for reading the release notes and any other available documentation before installing or upgrading the Software, and for testing the Software before deploying it in a production environment. User should also backup its production systems on a regular basis and have those backups available if needed for support purposes. Alfresco is not obligated to provide support for the following: (a) Software that has been modified or damaged by User or a third party (unless at Alfresco's direction); (b) issues caused by User's negligence, hardware malfunction or other causes beyond the reasonable control of Alfresco; (c) issues caused by third party software not licensed through Alfresco or provided by Alfresco.

2.2 Technical Support Contacts. Alfresco customer support will provide Support to the designated contacts, as identified in an Order Form ("Technical Support Contacts"). The Technical Support Contacts should have "read, write and execute" access to the necessary files, English language communication skills and relevant technical knowledge. User may modify its designated Technical Support Contacts at any time during the term of a Subscription by notifying Alfresco in writing and giving Alfresco five (5) business days to process the change. Technical Support Contacts will be the only interface to the Alfresco customer support center. It is recommended that the Technical Support Contacts obtain the applicable Software certification by attending the required Alfresco training courses. In an emergency, an Alfresco customer support engineer will respond to an issue for an unauthorized contact on an exception basis subject to later verification and involvement of a named Technical Support Contact.