3.4.4　SCPDC Software programs made by Licensee or other parties.

4.　　RESPONSIBILITIES OF LICENSEE.　SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1　　Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours.　This access must include the ability to dial-in to the Equipment on which the SCPDC Software is operating and to obtain the level of access necessary to support the SCPDC Software.

4.2　　Licensee shall provide supervision, control and management of the Use of the SCPDC Software.　In addition, Licensee shall implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the SCPDC Software or Equipment.

4.3　　Licensee shall document and promptly report all errors or malfunctions of the SCPDC Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

4.4　　Licensee shall maintain a current backup copy of all records and transactions using the SCPDC Software.

4.5　　Licensee shall properly train its personnel in the Use and application of the SCPDC Software and the Equipment on which it is used.

5.　　MAINTENANCE FEE.　For Licensee, the maintenance fees are waived and the License Fees cover all costs for Maintenance and Support for the terms of this Agreement.

6.　　ASSIGNMENT OF DUTIES.　SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's consent, which consent shall not be unreasonably withheld or delayed.

7.　　PROJECT ABANDONMENT. Should SCPDC abandon development and support of the SCPDC Software and no longer be able to fulfill its contractual obligations pursuant to this Agreement, the last stable source code release of the SCPDC Software will be licensed to Licensee under an open source license agreement such as for instance GNU. The specific open source license agreement would be chosen by SCPDC at such time.

8.　　LICENSE DATA. Upon the Licensee's written request, SCPDC agrees to provide all hosted Licensee data to the Licensee electronically once a calendar year in either the existing database format or CSV format.　Upon Licensee request, these transfers can be automated to take place on a regular schedule.　SCPDC will not be held liable if technical issues disrupt the automatic scheduling of a data transfer. SCPDC will take all reasonable care to safeguard and protect the Licensee's data. Licensee expressly agrees to maintain on its site and under its care a current copy of Licensee's permitting data.

SCHEDULE D