

Basic Support and Maintenance Terms

SUPPORT AND MAINTENANCE SERVICE: ICESoft will deliver to Customer one (1) copy of any Update(s) in Object or Source Code as defined in License Agreement) and one (1) set of user manual updates for each copy of Software licensed by Customer. Customer shall receive Updates for the term of this Agreement as long as Customer subscribes to annual Support and/or Maintenance.

ICESoft will use reasonable commercial efforts to remedy any programming error (bug) in the Software covered hereunder which is attributable to ICESoft and prevents the Software from substantially conforming to its specifications as defined in the Supported Features section of the Developer's Guide. Such remedy may consist of corrected portion(s) of Software or communication to Customer of a workaround which gives Customer the ability to achieve substantially the same functionality as would be obtained without the programming error, as determined by ICESoft. In addition, ICESoft will provide reasonable email technical support during ICESoft's normal business hours as follows:

- i) ICESoft will provide reasonable assistance to Customer to determine if the problem Customer is encountering is attributable to errors in the Software.
- ii) ICESoft will answer questions concerning installation of Software in the form originally delivered by ICESoft.
- iii) ICESoft will provide reasonable assistance to Customer for resolving problems that occur during normal usage of the Software.

CUSTOMER RESPONSIBILITIES:

- i) Customer will recreate the problem on Customer's test system. Error notices must contain sufficient information, on computer-readable media for ICESoft to reproduce the error.
- ii) Customer agrees to incorporate Updates as soon as practicable and acknowledges that failure to incorporate such Updates may make subsequent Updates unusable. However, ICESoft agrees that best efforts will be used to ensure that new Updates will be compatible with all previous Updates within a given version.
- iii) Customer must designate a named contact person and an alternate per installation who will submit problem reports and receive all corrections, upgrades, correspondence and other communications concerning the Software. Customer will notify ICESoft, in writing, of any change in the contact person or the alternate.
- iv) Customer acknowledges that the Updates provided by ICESoft are subject to the license grant and other terms and conditions of the agreement pursuant to which Customer obtained the Software.

SUPPORT LIMITATIONS:

- i) ICESoft's obligations under Support and Maintenance Services shall arise upon Customer providing ICESoft with written notice of programming error(s) specified under Support and Maintenance Service. Such error notice must contain sufficient information, on computer-readable media if practicable, for ICESoft to reproduce the error.
- ii) ICESoft shall have no obligation to support Software that has not been maintained to the Current Release.
- iii) Customer will be entitled to submit a maximum of 5 support requests per year. Customer will be able to purchase incremental support defined under Additional Services below.
- iv) ICESoft shall have no obligation for the correction of errors that are due to a breach by Customer of the terms of this agreement, or which cannot be remedied due either to the operational characteristics of the computer equipment on which the Customer uses the Software or to any modifications to the Software made by Customer.

ADDITIONAL SERVICES: In the event that Customer desires to obtain from ICESoft additional services with respect to the Software, or any services at all with respect to Permitted Modifications, ICESoft agrees to negotiate in good faith for the provision of such services at rates no higher than ICESoft's normal commercial rates, and subject to terms as may be agreed to by the parties.

SUPPORT TERM: Support and Maintenance services provided pursuant to this Agreement shall commence upon full payment of the annual support fee and shall continue for a period of (1) year. After the initial term, Support and Maintenance services may be renewed for an additional one (1) year term upon payment by Customer of the then-current annual support fee, unless Customer gives written notice prior to the expiration of the Support and Maintenance Terms of its intent not to renew the Support and Maintenance services.