



Maintenance & Support Terms

These terms govern the provision of maintenance and support services by Eos Group Inc. to its Licensees.

Standard Business Hours. Eos's standard hours of service are Monday through Friday, 6:00 a.m. to 4:00 p.m. Pacific Time, except for United States Federal holidays.

Upgrades. An Upgrade (or Major Release) is a version of the Software containing functional enhancements, modifications or extensions. Upgrades are registered by means of a change of the number to the left of the decimal point, e.g. 3.0 >> 4.0.

Updates. An Update (or Minor Release) is a version of the Software containing error corrections or bug fixes. Updates are registered by means of a change of the number to the right of the decimal point, e.g. 3.0 >> 3.1.

Support. The standard support service provided includes **unlimited** hours of Support available to Licensee. The hours of Support may be used for telephone and on-line assistance, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the operation of the Software; and (d) error verification, analysis and correction. User documentation shall be delivered with each Update or Upgrade.

Response Time. Upon receipt of a request for Support, Eos will respond within forty-eight (48) hours.

Releases. For so long as the Licensee complies with Eos License Terms and Licensee is not in default of its payment obligations to Eos, Eos shall provide to Licensee, at no additional charge, Updates and Upgrades to the Software as they become available.

Qualified Personnel. Eos shall use commercially reasonable efforts to perform the maintenance and support services in a timely and professional manner with qualified individuals.

Term. Eos's provision of maintenance and support to Licensee will commence upon receipt of the software programs at the Licensee's site. It shall continue for an initial term of one (1) year thereafter.

Licensee Responsibilities. Licensee should maintain a current backup copy and a list of all programs, data, and licenses required for the performance of support. In addition, Licensee should implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Software or equipment.

Access. Licensee must provide Eos with reasonable access to Licensee's personnel and equipment during normal business hours upon request.

Fees And Payment. Licensee shall pay to Eos an annual fee of twenty percent (20%) of the Eos software licenses previously purchased by Licensee, calculated based on the then current license fee. Eos shall provide an invoice to Licensee listing the applicable software licenses and corresponding maintenance fees within 15 calendar days prior to the expiration of current maintenance period. Licensee must make payment to Eos within 45 calendar days of receipt of said invoice.

Limited Warranty. Eos warrants that the Updates and Upgrades provided as part of the Maintenance will perform substantially in accordance with the user documentation accompanying the Software, Update or Upgrade when used in conjunction with the required operating environment, and that the user documentation is substantially free of errors. The warranty covering the Updates and Upgrades and any user documentation related thereto is made for ninety (90) days from the date of delivery to Licensee. During this 90 day period, Eos will, at its sole option, either replace or correct any Update or Upgrade that does not perform substantially in accordance with the user documentation with a corrected copy of the Update or Upgrade.

Eos does not warrant that the Updates or Upgrades will meet Licensee's business needs or that the operation of the Updates or Upgrades will be uninterrupted or error free. The warranty does not cover any media or user documentation that has been subjected to damage or abuse. Eos is not responsible for problems caused by changes in the operating characteristics of computer hardware or computer operating systems that are made after the release of the Updates or Upgrades nor for problems in the interaction of Eos's Software with non-Eos software.

Limitation of Remedies and Liability. Eos is not be liable to Licensee or any party claiming through Licensee for any lost profits, incidental or consequential damages, or punitive, special or exemplary damages, arising out of the use or inability to use such maintenance whether based on contract, negligence, or tort, even if Eos has been advised of the possibility of such damages. Eos's liability for damages in no event shall exceed the annual maintenance fee.