

SOFTWARE SUPPORT SERVICES AGREEMENT

This Agreement is entered into this ____ day of _____, _____ between _____ (the "Supplier") and _____ (the "Customer").

Subject to the terms and conditions contained in this agreement, the Supplier agrees to provide the Customer with ongoing software support services (the "Software Support Services"), for the computer software programs (the "Programs") listed in Schedule "A" attached, commencing the _____ day of _____.

1. **Restrictions** - As a condition to the furnishing of the Software Support Services:

- (a) the Programs must be used only on the equipment (the "Equipment") listed in Schedule "B" attached, except as is otherwise authorized in this agreement;
- (b) the Programs must not have been modified in any way by the Customer without the prior written approval of the Supplier;
- (c) the Equipment must be operating properly at all times and must have been and continue to be properly maintained by the manufacturer of the Equipment or other properly qualified service organization reasonably acceptable to the Supplier; and
- (d) the Programs must be used with the version or release of the operating system described in the attached Schedule "B", or with any other version or release approved by the Supplier.

2. **Payment**

- (a) The Customer shall pay _____ to the Supplier a fee of \$ _____ (the "Support Fee") for the Software Support Services.
- (b) In addition to the Support Fee, the Customer shall forthwith pay to the appropriate collector of it, or reimburse the Supplier, for all sales, use, excise or similar taxes, arising out of this agreement.
- (c) All amounts payable in this agreement are due ____ days after the date of invoice. The Customer agrees to pay interest on overdue amounts at the rate of _____% per annum calculated monthly.
- (d) The Customer acknowledges that the Support Fee is subject to increases on written notice to the Customer delivered at least _____ days prior to the commencement of the following renewal of the term of this agreement. Any increase in the Support Fee is effective from the commencement of the following renewal of the term of this agreement.

3. **Support services**

- (a) The Supplier will supply telephone assistance to the representative designated by the Customer under paragraph 5 between _____ a.m. and _____ p.m., local time, from the Supplier's designated office location, during the Supplier's regular business days. This telephone assistance will consist of the Supplier using its best efforts to provide:
 - (i) explanation of functions and features of the Programs;
 - (ii) clarification of documentation pertaining to the Programs;
 - (iii) guidance in the operation of the Programs; and

- (iv) error analysis and correction in accordance with paragraph 3(d), if correction can be made by telephone.
- (b) The telephone service described in paragraph 3(a) is not to be used for educational purposes. If the Supplier determines that the telephone assistance is being used for educational purposes, the Customer shall pay to the Supplier the Supplier's then current standard charges for educational services.
- (c) The Supplier shall, if, as and when it deems necessary, provide Customer with updates for the Programs reflecting improvements made to the Programs.