

MAINTENANCE AND SUPPORT POLICY

1 DEFINITIONS

- 1.1 “Annual Maintenance Service Fee” shall mean a rate paid by licensee for product maintenance and support.
- 1.2 “Maintenance Services” shall mean any maintenance, telephone support, website support, email support provided in accordance with this Agreement.
- 1.3 “Term” shall mean the initial one (1) year term of Maintenance Services after election by Licensee.
- 1.4 “Renewal Term” shall mean any one (1) year term of Maintenance services elected by licensee subsequent to the Term.
- 1.5 “Updates” shall mean any release for revisions, modifications, updates and changes to the Software and documentation that are made commercially available.

2 SERVICE AGREEMENT TERM

The term of this agreement is an initial one (1) year. The licensee has the option to purchase additional one (1) year extensions at the Licensee’s election.

3 LICENSEE RESPONSIBILITIES

3.1 Obligations

The Licensee agrees to provide Versora with reasonable access to all necessary personnel to answer any questions about any problems reported by Licensee regarding the Software. Licensee also agrees to promptly implement all Updates provided by Versora.

When requested and necessary, the Licensee shall provide Versora in writing a reasonable description of the suspected error and the following information

- The name and version number of the Versora product in use.
- System’s make, model, processor type, and speed.
- The name and version number of the operating systems.
- A detailed description of the problem.

Versora will promptly investigate the facts and circumstances of the error and provide an explanation or a reasonable workaround solution as is appropriate for the circumstance.

3.2 Primary Contacts

Licensee shall appoint two (2) individuals within Licensee’s organization to serve as primary contacts between Licensee and Versora and to receive support through Versora’s telephone support center. All of Licensee’s support inquiries shall be initiated through these contacts.

4 SUPPORT PACKAGE

4.1 Level of Effort

The following services shall be made available to the Licensee upon request, free of charge:

Level One Incidents: Unlimited Technical Services support for all Level One Incidents. Level One Incidents are defined as those incidents that are related to the usage of the Software.

Level Two Incidents: Licensee will be provided two (2) Level Two Incidents from Versora's Technical Services. Level Two Incidents are defined as those issues that are related to trouble shooting.

4.2 Telephone Support

Versora shall provide support via phone and facsimile. Technical support is available Monday - Friday 8 a.m.-5 p.m. PST.

4.3 Website Support

Versora will provide licensee with access to its website support section. Specific offerings on the website may change from time to time at Versora's discretion but the website generally includes a searchable database of answers to frequently asked questions and the knowledgebase.

4.4 Email Support

Versora will provide licensee with email support Monday through Friday 8 a.m. – 5 p.m. PST.

4.5 On site Support

Versora will make on site support and professional services available to the Licensee for additional fees. Prices for extended support will be provided to the Licensee upon request.

4.6 Versora Contact

Versora will designate a primary point of contact for the appointed Licensee contact(s) to coordinate and resolve any issues associated with the installation and use of the Software.

5 ERROR CORRECTION

5.1 Error Identification

Upon identification of any programming error, Licensee shall notify Versora of such error and shall provide Versora with a problem report and enough information to reproduce the error. Versora shall use its reasonable efforts to respond to problem reports.

Versora shall correct any reproducible programming errors in the Software attributable to Versora with the level of effort commensurate with the error, provided that Versora shall have no obligation to correct all errors in the Software. Versora shall not be responsible for correcting

any errors not attributable to Versora. Errors attributable to Versora shall be those that are reproducible by Versora on unmodified software.

5.2 Causes Not Attributable To Versora

Licensee shall reimburse Versora at Versora's then-current time and material rates for all work of Versora spent investigating an error or malfunction that Versora reasonably determines to have been caused by a modification to the Software that was neither made nor authorized by Versora or that Versora determines to have been caused by another software process or another software product(s).

6 EXCLUSIONS

Versora is not required to provide any Maintenance Services directly related to problems attributable to: (i) Licensee's failure to implement all Updates to the Software; (ii) any alterations of or additions to the Software performed by parties other than Versora or parties not approved by Versora in writing; (iii) use of the Software on any operating system or computing device other than the operating system or computing device for which such Software was designed for and licensed for use on. Versora shall only be obligated to support the then-current production version of the Software and the immediately prior release for a period of three (3) months after such release. Support for any earlier version or for other problems not covered under the Agreement may be obtained at Versora's then-current rates for Professional Services.

7 SOFTWARE MAINTENANCE

7.1 Software Update Releases

Versora shall notify the client in writing of any impending Software Updates due to maintenance or scheduled new release at least two (2) weeks, fourteen (14) days, prior to the targeted release date. The notification of new releases shall include the documented Release Notes that will detail the changes being made to the Software.

8 VERSORA CONTACT INFORMATION

Technical support is available Monday - Friday 8 a.m.-5 p.m. PST. Versora provides a number of online resources to respond to our Licensee's technical questions about the Software, such as our Top 10 FAQ's.

Phone: 805.963.9800

Fax: 805.882.2312

E-mail: support@versora.com

Web: <http://www.versora.com>

If Licensee calls Technical Support, Licensee shall provide the following information:

- The name and version number of the Versora Software.
- System's make, model, processor type, and speed.
- The name and version number of the operating systems.
- A detailed description of the problem.

EXHIBIT B

Severity Levels

Severity levels are designed to determine the criticality of a problem and establish a target response time. A response means that Versora will contact Licensee to: 1) acknowledge the problem report; and 2) get more information from Licensee in order to assist in problem resolution.

These are target call response times and not call resolution times. Versora reserves the right to adjust this procedure at any time effective upon written notice.

Severity	Description	Initial Call Back Response Time
Severity Level 1	<p>Medium priority.</p> <p>Production, Test or Implementation environment with errors that do not cause a customer outage, intermittent errors that reduce system performance, impair functions but not critical or impacting upon company operations.</p>	<p>Within 8 hours [During a business day]</p>
Severity Level 2	<p>Low priority.</p> <p>Has little or no customer operational impact, does not materially have an impact on the base function of the Software, i.e. product questions</p>	<p>Within 24 hours [During a business day]</p>
Severity Level 3	<p>Enhancement request to the product.</p> <p>A Versora enhancement request must be completed and submitted</p>	<p>Have no established response time defined.</p>