

SUPPORT AGREEMENT

This Support Agreement sets out the support services provided by **INETCO Systems Limited** (“**INETCO**”) having an office at #295 – 4664 Lougheed Hwy, Burnaby, B.C., V5C 5T5 to the following entity (the “**Licensee**”):

Licensee: <<**Insert Licensee's Full Legal Name**>>
 <<Insert Licensee's Complete Address>>

The parties agree as follows:

1. **Definitions.** In this Support Agreement, unless there is something in the subject matter or context necessarily inconsistent:
 - 1.1 “Error” means a failure by a current unaltered release of the Software to perform substantially in compliance with the accompanying user documentation.
 - 1.2 “Hardware” means the hardware products provided by INETCO at the time of purchase of the Software by Licensee.
 - 1.3 “Software” means the software licensed to the Licensee under the software license agreement between INETCO and the Licensee.
 - 1.4 “Support” means support services provided INETCO to Licensee as set out in Section 2 in respect of Software licensed to Licensee or as set out in Section 3 in respect of Hardware licensed to Licensee.
 - 1.5 “Update” means a patch or release for the Software which contains Error corrections, bug fixes or general enhancements.
2. **Software Support Services.**
 - 2.1 Technical Assistance. INETCO will provide technical assistance by telephone (+1-604-451-1567, Extension 128) and e-mail (support@inetco.com) to answer queries regarding the installation and standard use of the Software and to provide clarification of functions, features and user documentation. Telephone and e-mail assistance will be provided as follows:
 - (a) Standard Support: Provided during INETCO’s normal business hours which are 9:00 am to 5:00 pm, Pacific Time, Monday through Friday, except holidays observed by INETCO in Vancouver, B.C., Canada.
 - (b) Extended Support: Provided twenty-four (24) hours per day, seven (7) days per week, including holidays. The Licensee will use its best efforts to limit contact for non-Critical issues to INETCO’s normal business hours.
 - 2.2 Error Correction. INETCO will make commercially reasonable efforts to correct documented and repeatable Errors in accordance with the Support response times set out in Schedule A. The Licensee will immediately report any Error in sufficient detail to allow INETCO to repeat the Error on INETCO’s systems. INETCO will notify the Licensee as soon as possible if INETCO determines that no Error exists or if INETCO is unable to reproduce the Error. If the Licensee reports a problem and INETCO determines that the reported problem was not due to an Error, the Licensee may engage INETCO at its then current time and materials rates to investigate and correct the reported problem.
 - 2.3 Updates. INETCO will provide Updates for the Software when they are made available for general release. INETCO may, from time to time, include new features or added functionality in an Update for which INETCO may charge an additional fee. The Licensee will install Updates as soon as practicable and acknowledges that failure to do so may make subsequent Updates unusable.

- 2.4 **Version Coverage.** Support will be provided for the current version of the Software and up to two preceding minor point releases. However, Licensee may be required to upgrade to the current Software version in order for INETCO to determine the persistence of a reported Error.
- 2.5 **Restrictions.** INETCO will have no obligation to provide Support for: (a) any modification, alteration or addition to or attempted modification, alteration or addition to the Software by anyone other than INETCO or a person authorized by INETCO; (b) any issues or problems relating to improper use of the Software, including, but not limited to, use of the Software which is not in accordance with the applicable software license agreement, which is in an incompatible environment or which otherwise deviates from the operating procedures set out in the user documentation for the Software; (c) any issues or problems relating to the configuration of the site where the Software is installed; (d) any issues or problems which would be corrected by an Update which the Licensee has failed to install; or (e) accident; unusual physical, electrical or electromagnetic stress or abuse; failure of electric power, air conditioning or humidity control; or causes outside ordinary use of the Software.
3. **Hardware Support Services**
- 3.1 **Technical Assistance.** INETCO will provide technical assistance by telephone (+1-604-451-1567, Extension 128) and e-mail (support@inetco.com) to assist the Licensee in resolving Hardware failures and to perform remedial maintenance and diagnostic support for the Hardware. Technical assistance will be provided as follows:
- (a) **Standard Support:** Provided during INETCO's normal business hours which are 9:00 am to 5:00 pm, Pacific Time, Monday through Friday, except holidays observed by INETCO in Vancouver, B.C., Canada.
- (b) **Extended Support:** Provided twenty-four (24) hours per day, seven (7) days per week, including holidays. The Licensee will use its best efforts to limit contact to INETCO's normal business hours.
- 3.2 **Repairs.** If an item of Hardware has been diagnosed to require repairs, the Licensee will ship the item prepaid to INETCO and INETCO will, at its discretion, repair or replace the item and return it prepaid to the Licensee. If the Licensee has purchased Extended Support, INETCO will provide replacement spares in advance of receiving defective items.
- 3.3 **Restrictions.** The Licensee will not permit any of its employees or contractors to provide services for the Hardware, including replacement and installation of all parts unless instructed by INETCO. INETCO will have no obligation to provide Support: (a) for any Hardware that has been operated in a manner that has caused premature wear or failure of components that, in INETCO's reasonable judgement, is beyond the normal wear and tear of the Hardware; or (b) for problems relating to the improper use of the Hardware or problems relating to the configuration of the site where the Hardware is located.
4. **Additional Services.** The Licensee will pay INETCO its standard time and materials rates as agreed to between the Licensee and INETCO from time to time for any services which are not expressly included within the scope of Support as set out herein, such services include but not limited to, installation, configuration, customization, reporting and training services.
5. **Licensee Obligations.** The Licensee will provide INETCO with such cooperation as is reasonably requested in connection with the provision of Support, including, but not limited to, providing access to the Licensee's personnel and equipment as reasonably required by INETCO in order to provide Support as set out herein. From time to time, upon request by INETCO, the Licensee will provide INETCO with diagnostic logs (or access to such logs) generated by the Software. Information contained in diagnostic logs will be deemed Confidential Information for the purposes of Section 9 below.

6. **Fees.** The Licensee will pay INETCO the applicable Support fees for the Support purchased, plus any applicable taxes, duties and charges imposed or levied in connection with the supply of Support as agreed to between the Licensee and INETCO from time to time. Support fees are payable annually in advance, unless as otherwise agreed to between the Licensee and INETCO from time to time. If the Licensee fails to pay such fees when due, INETCO may suspend or terminate the provision of Support. Support fees shall not be increased by more than five (5.0%) annually.
7. **Term and Renewal.** Support will commence on and be effective from the date and for the term specified on the invoice or as otherwise agreed in writing by INETCO and the Licensee. At the end of the term, Support will renew automatically for successive periods based on the greater of the contract term duration or one (1) year, unless the Licensee provides INETCO with notice of non-renewal at least sixty (60) days prior to expiration of the then current term. Support will be provided during the renewal period, only for Software and Hardware being supported by INETCO at time of renewal.
8. **Reinstatement** In the event the Licensee has terminated Support or failed to renew by the invoiced due date, the Licensee may be required to pay a reinstatement charge in addition to the Support fees in order to reinstate Support.
9. **Confidential Information.** “Confidential Information” means all oral and written information, documents, data and materials provided by one party to the other which is not generally available to or used by third parties, or which, under the circumstances surrounding disclosure, ought reasonably to be understood as being confidential. Confidential Information includes, without limitation: (a) financial, business and personal information relating to a party or its customers, affiliates, consultants and employees, including, but not limited to financial information, business and marketing plans, customer lists, product information and plans, market research, charts, and compilations of data or information relating to a party’s business and its clients; (b) information, documents, data and materials relating to computer software or other technology developed and owned by a party or its affiliates, or in which a party has an interest or right; (c) business methods, ideas and trade secrets of a party or its affiliates; and (d) all information from others that a party is obliged to treat as confidential.

Each party will take all reasonable steps to maintain the confidentiality of the other party’s Confidential Information. Except as required by law or a valid court order and subject to the receiving party informing the disclosing party of such legal requirement, the receiving party will only divulge such Confidential Information to those employees or agents who need to know in order to perform their obligations under this Agreement. The receiving party will ensure that those people who need to know the Confidential Information agree to maintain the confidentiality of such Confidential Information.

10. **Limitation of Liability.** EXCEPT FOR THE CONFIDENTIALITY OBLIGATIONS UNDER THIS SUPPORT AGREEMENT, INETCO, ITS LICENSORS, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, DISTRIBUTORS AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST DATA, ARISING OUT OF OR IN CONNECTION WITH ANY SUPPORT SERVICES PROVIDED BY INETCO, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, INETCO’S AGGREGATE CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS SUPPORT AGREEMENT IS LIMITED TO THE AMOUNT OF THE SUPPORT FEES PAID BY THE LICENSEE DURING THE TERM IN WHICH THE LIABILITY AROSE. Some jurisdictions may not allow the exclusion or limitation of incidental or consequential damages, so portions of this limitation and exclusion may not apply to you.
11. **Force Majeure.** INETCO will not be liable if its performance under this Support Agreement becomes commercially impracticable due to any contingency beyond the reasonable control of a party, including acts of God, fires, floods, wars, sabotage, civil unrest, accidents, labour disputes or

shortages, government laws, rules and regulations, whether valid or invalid. In no event will INETCO be required to purchase goods from others to enable it to provide any item under this Agreement.

12. **General.** This Support Agreement sets out the whole of INETCO's obligations to the Licensee for the provision of Support and supersedes any prior negotiations and discussions, oral or written, and any other communications relating to the subject matter hereof. The terms of the Licensee's purchase order or any other Licensee ordering document will not be binding and will not be construed to modify this Agreement. The Support services offered by INETCO may be amended from time to time by the agreement of both parties. This Support Agreement will be governed by the laws of the Province of British Columbia and of Canada applicable therein, excluding provisions relating to conflicts of law. The Licensee may not assign this Support Agreement without INETCO's prior written consent.

Agreed by the parties:

INETCO Systems Limited

by its authorized signatory:

Signature

Print Name

Title

<<Insert Company Full Legal Name>>

by its authorized signatory:

Signature

Print Name

Title

SCHEDULE A
SUPPORT RESPONSE TIMES

| Severity Level | Description | Response Time |
|-----------------------|---|---|
| 1 – Critical | The Licensee’s production use of the Software is stopped or so severely impacted that it materially interrupts the Licensee’s business. | Response within four (4) hours (for customers who are on Standard Support, calls or e-mails received after 2:00pm Pacific Time may be responded to on the next business day). INETCO will promptly assign qualified technicians to diagnose the Error. INETCO and the Licensee will agree on an action plan within 48 hours from reporting of the Error if it is not resolved within that time frame. |
| 2 – Major | Important features of the Software are unavailable with no acceptable workaround. The Licensee’s deployment or production use of the Software is continuing; however, there is a serious impact on the Licensee’s productivity or service levels. | Response within one (1) business day. INETCO will promptly assign qualified technicians to diagnose the Error. INETCO and the Licensee will agree on an action plan within 72 hours from reporting of the Error if it is not resolved within that time frame. |
| 3 – Minor | Important features of the Software are unavailable but a workaround is available, or less significant features of the Software are unavailable with no reasonable workaround. The Licensee’s work, regardless of the environment or product usage, has minor loss of operational functionality or productivity. | Response within two (2) business days acknowledging issue and if resolution is in process/planned update provided to Licensee. If resolution is not in process an action plan will be provided within 1 week from date issue reported. On-going updates will be provided as appropriate until the issue has been resolved. |