

## Support Terms

These Support Terms set out the support services (“Support”) provided by INETCO Systems Limited (“INETCO”) to customers (“Licensees”) who purchase Support for software licensed under the INETCO Software License Agreement. These Support Terms may be updated from time to time by INETCO.

1. **Definitions.** In this Support Agreement, unless there is something in the subject matter or context necessarily inconsistent:
  - 1.1 “**Designated Technical Contact**” means a technical support person of Licensee fully trained on the current version of the Software of whom the Licensee has notified the INETCO, provided that Licensee may change a Designated Technical Contact from time to time.
  - 1.2 “**Documentation**” means the manuals or other technical documentation (whether in electronic or hard copy format) published by INETCO which describe the operation and/or specification of the Software as may be amended from time to time by INETCO.
  - 1.3 “**Error**” means with the operating specifications described in the Documentation that is reported by Licensee and reproducible by INETCO on an unmodified copy of the Software in a production environment.
  - 1.4 “**Severity Level**” means the levels of Support as set out in Exhibit A.
  - 1.5 “**Software**” means the software licensed to the Licensee under the Software License Agreement between INETCO and the Licensee
  - 1.6 “**Support**” means support services provided by the INETCO to Licensee as set out in Section 2 for the Software.
  - 1.7 “**Update**” means a minor release of the Software, if and when developed after the effective date of the License, which INETCO makes generally available to its customers as part of the Support Services. Updates include bug fixes, patches, Error corrections, non-new platform changes, or modifications or revisions to the applicable Software that enhance existing performance. Updates exclude major releases to the Products, new products, modules or functionality for which INETCO generally charges a separate fee.
2. **Software Support Services.**
  - 2.1 **Support.** INETCO will provide technical assistance to a Designated Technical Contact by telephone (+1-604-451-1567, Extension 128) and e-mail ([support@inetco.com](mailto: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 by the Service Provider to a Designated Technical Contact 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 (all in the jurisdiction from which such Support is provided).
    - (b) **Extended Support:** Provided twenty-four (24) hours per day, seven (7) days per week, including holidays for Critical or Major Severity Levels only.
  - 2.2 **Errors.** INETCO will make commercially reasonable efforts to respond to Errors in accordance with Exhibit A. The Licensee will immediately report any Error in sufficient detail to allow INETCO to repeat the Error. 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.

INETCO shall determine the appropriate Severity Level of each Error provided that Licensee may contact Service Provider to discuss escalating the Error to a higher Severity Level where Licensee reasonably believes such Error should be escalated.

- 2.3 **Updates.** INETCO may make available Updates as and when they are made available for general release to other licensees who have paid for Support for such Software. INETCO may, from time to time, include new features or added functionality in an Update for which INETCO may charge an additional fee. 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 most current version of the Software and the two immediately preceding minor point release Updates for the Software. However, Licensee may be required to upgrade to the current Software version in order for INETCO to determine the persistence of a reported Error. Further, the Licensee agrees that in certain circumstances it will be required to install an Update to resolve an Error, and that will be the extent of the Support required to be provided by the Service Provider for such Error.
- 2.5 **Out of Scope.** 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; (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; (f) if Licensee is not in compliance with any term of this Agreement or the Software License Agreement; or (g) any services or activities not expressly stated to be part of Support, include but not limited to, installation, configuration, customization, reporting and training services.
3. **Additional Services.** The Licensee will pay INETCO, INETCO's standard time and material 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 are not limited to installation, configuration, customization, reporting or training services. The Licensee and INETCO shall enter into a professional services agreement in respect such additional services to be provided from time to time.
4. **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, and obtaining any consents necessary to do so. 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 of Service Provider for the purposes of Section 8 below.
5. **Fees.** The Licensee will pay INETCO the fees for the Support as set out in Exhibit B to this Agreement (the "**Support Fees**"). Applicable taxes, duties and charges imposed or levied in connection with the supply of Support are payable by Licensee in addition to the Support Fees. Support Fees are payable annually in advance. If the Licensee fails to pay Support Fees when due, INETCO may suspend or terminate the provision of Support. On notice to Licensee, Support Fees may be increased annually by no more than five (5.0%) above the Support Fees in the immediately preceding year with such adjusted fees to take effect in the following year of Support.
6. **Term and Renewal.** Subject to receipt of applicable Support Fees, 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 one (1) year periods, unless the Licensee provides INETCO with notice of non-renewal at least sixty (60) days prior to expiration of the then current Support term. Subject to receipt of applicable Support Fees, Support will be provided during any renewal period but only for Software being supported by INETCO at time of renewal.

7. **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 entire Support Fees payable during the period the Licensee did not purchase Support, in order to reinstate Support, and the Licensee may be required to install Updates so that the Software is a supported version under this Agreement.
8. **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.

9. **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 THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE 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 RECEIVED BY INETCO IN THE IMMEDIATELY PRECEDING 12 MONTHS FROM WHEN THE LIABILITY FIRST 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.
10. **Force Majeure.** INETCO will not be liable to perform its obligations to the extent that 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 or services from others to enable it to provide any item or services under this Agreement.

11. **General.** If any provision of this Agreement is found to be unlawful, void, or unenforceable, then that provision will be severed from this Agreement and will not affect the validity and enforceability of any of the remaining provisions. No waiver of any right under this Agreement is effective unless in writing and signed by a duly authorized representative of the party to be bound. No waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future right arising under this Agreement. This Support Agreement sets out the whole of INETCO's obligations to the Licensee for the provision of Support and supersedes any prior or contemporaneous 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. 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.
12. **Counterparts.** This Agreement may be executed in counterparts and may be delivered by electronic means producing a printed copy, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.

If you have questions concerning these Support Terms, you may contact INETCO as follows:

INETCO Systems Limited  
Sales and Service  
#295 - 4664 Lougheed Hwy  
Burnaby, British Columbia  
Canada, V5C 5T5

+1.604.451.1567

[support@inetco.com](mailto:support@inetco.com)

## EXHIBIT A

### SUPPORT RESPONSE TIMES

Severity Level	Description	Response Time
1 – <b>Critical</b>	The Licensee’s production use of the Software is entirely stopped or so severely impacted that it materially interrupts the Licensee’s business with no acceptable workaround.	Response within four (4) hours from when Licensee contacts Service Provider through its Designated Technical Contact. (for Licensees who are on Standard Support, calls or e-mails received after 2:00 pm Pacific Time may be responded to on the next business day). INETCO will 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 – <b>Major</b>	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 from when Licensee contacts Service Provider through its Designated Technical Contact. INETCO will 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 – <b>Minor</b>	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 from when Licensee contacts Service Provider through its Designated Technical Contact 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 status updates will be provided as appropriate until the issue has been resolved.