

Support and Upgrade Program Agreement

This Agreement sets forth the terms and conditions under which Cyberlink Software Solutions, Inc. (CSS) shall maintain the eRAMP Software Product ("software") that has been properly purchased and licensed to the Customer. Payment of the maintenance invoice signifies the acceptance by Customer of the terms stated in this Support and Upgrade Program (SUP) Agreement.

1. TERM

This Agreement will be for a period of one year from the date of purchase and shall be automatically renewed for additional one year terms, unless terminated by the Customer serving thirty days notice in writing to CSS prior to the end of the then running term. This Agreement may also be terminated by CSS if the Customer defaults in the payment of any monies due under this Agreement and fails to remedy the default within 15 days after written notice or in the event of a breach by Customer of any other provision of this Agreement.

2. FEES AND PAYMENT

The support fees will be invoiced annually up to 30 days in advance of the renewal date and invoices are payable 30 days after receipt of invoice by the Customer. In the event that the agreement is not terminated at the end of a running one year term, the Customer is responsible for ensuring that the appropriate customer purchase order is sent to CSS in advance to ensure that CSS's annual invoice is capable of being paid on receipt by the Customer. CSS reserves the right to amend the support fees by giving not less than 60 days notice prior to the end of the then running one year term. All charges are exclusive of any value added or sales taxes.

3. SUPPORT SERVICES

CSS will provide the following support services to the Customer:

- (a) Responses to the Customer's reports (whether by mail, telephone or electronic mail) of difficulties or problems with the licensed software products and assistance in diagnosis of faults. The Customer must provide adequate information and documentation to enable CSS to recreate the problem. CSS may notify the Customer that the problem could not be recreated, located or identified, if such is the case. If applicable, CSS may notify Customer that the problem will not be resolved and the reason for this decision.
- (b) CSS will provide without additional charge, revised or updated releases of the software products originally licensed when CSS makes such revised or updated releases generally available. On provision of such releases by CSS, all previous releases shall be replaced for all purposes by such new releases. In the event of non-acceptance of any such new releases by the Customer within 120 days following the date of the release, CSS will be relieved of its obligations hereunder.
- (c) CSS shall have no responsibility for hardware problems or software that has been subject to improper use, accident, neglect or modification.
- (d) On-site consultation, if requested by Customer and subject to availability of CSS's technical staff, will be provided at CSS's then current standard rates plus reasonable associated expenses.
- (e) The Customer will nominate one technical and one business contact within the organization that will be the point of contact between the Customer and CSS.

4. GENERAL

This Agreement, together with its attachments, is the complete and exclusive statement of the agreement between the parties concerning the matters contemplated herein, and supersedes all written and oral contracts, proposals and other communications between the parties.

Customer agrees that the terms and conditions of any purchase order or other instrument issued by Customer in connection with the subject matter of this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on CSS and will not apply to this Agreement.

Authorized representatives of CSS and Customer may modify this Agreement only in writing.