

MAINTENANCE SERVICES TERMS AND CONDITIONS

IMPORTANT NOTICE: THESE MAINTENANCE SERVICES TERMS AND CONDITIONS (“MAINTENANCE TERMS”) GOVERN THE PROVISION OF MAINTENANCE SERVICES BY BCD SOFTWARE, LLC (“BCD SOFTWARE,” “WE,” “OUR” OR “US”) OR ITS AUTHORIZED RESELLER TO THE INDIVIDUAL OR ENTITY END USER (“CUSTOMER,” “END USER,” “YOU” OR “YOUR”) WHO PURCHASED MAINTENANCE SERVICES FOR THE PRODUCT(S) SET FORTH ON THE EXECUTED BUSINESS PROPOSAL (“BUSINESS PROPOSAL”) OR RENEWED MAINTENANCE SERVICES FOR THE PRODUCT(S) THROUGH THE OPTIONAL RENEWAL PROCESS. WE ARE WILLING TO PROVIDE THE MAINTENANCE SERVICES TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THESE MAINTENANCE TERMS. IF YOU DO NOT AGREE TO ALL OF THESE MAINTENANCE TERMS, THEN WE ARE UNWILLING TO PROVIDE YOU WITH THE MAINTENANCE SERVICES, IN WHICH EVENT YOU SHOULD NOTIFY US WITHIN SEVEN (7) DAYS OF THE DATE OF YOUR PURCHASE OF MAINTENANCE SERVICES FOR A FULL REFUND.

1. DEFINITIONS.

(a) “Effective Date” means the date we will commence providing Maintenance Services, as specified on the Business Proposal.

(b) “Product” or “Products” means the product(s) licensed by you from us and listed on the Business Proposal, and includes all bug fixes, error corrections and Revisions Within a Version provided or made available to you.

(c) “Revisions Within a Version” means any software update provided or made available to you for the version of the Software that you have licensed. Revisions Within a Version are indicated by a change in the secondary or tertiary digit of a version number (e.g., from 4.01 to 4.02 or from 4.01.001 to 4.01.002). A major functional release, indicated by a change in the first digit of a version number (e.g., from 4.0 to 5.0), is not a Revision Within a Version.

(d) “Maintenance” or “Maintenance Services” means the technical support services described in these Maintenance Terms.

(e) “Maintenance Fees” means the financial consideration to be paid annually in advance by Customer for the Maintenance Services. All other capitalized terms used in these Maintenance Terms shall have the meanings ascribed to such terms in the General Terms and Conditions, located at: <http://www.bcdsoftware.com/bcd/terms-and-conditions/bcd-general-terms-and-conditions.pdf> or the License Terms and Conditions, located at: <http://www.bcdsoftware.com/bcd/terms-and-conditions/bcd-license-terms-and-conditions.pdf>

2. HOURS. We offer Maintenance Services for the Products during our normal business hours (8:00 a.m. to 5:00 p.m. U.S. Pacific Time), Monday through Friday, excluding legal and BCD Software holidays.

3. HOW TO CONTACT US. Maintenance Services are provided by telephone at (250) 655-1766, and by email at excel@excelsystems.com.

4. REQUEST ACKNOWLEDGEMENT. During business hours, our Maintenance Services protocol is to acknowledge the receipt of email requests within four (4) hours, and to triage telephone requests within one (1) hour, of the Customer’s initial contact. Our non-business hours Maintenance Services protocol is to acknowledge receipt of the Customer’s initial contact within one (1) hour.

5. SUPPORT PRIORITIZATION. Following our receipt of a request for assistance, we will analyze the information provided by you and will prioritize your request according to the severity of the issue presented.

6. SUPPORT PROCEDURES. Maintenance Services will be performed in a timely and professional manner by qualified support technicians familiar with the Product and its operation. We will address each request for Maintenance Services in order of its priority, and will work diligently with you on resolving the problem or implementing a workaround.

7. REVISION WITHIN A VERSION. We will make available to you each Revision Within a Version that we make generally available to all end-users. We reserve the option to require the payment of an additional commercially reasonable fee if substantial additional functions or improved performance are provided. All modifications to the Product, including all intellectual property rights associated therewith, made or provided by us, whether alone or with any

contribution from you or your personnel, will be owned exclusively by us.

8. VERSIONS SUPPORTED. We provide Maintenance Services for the current and the immediately preceding version of the Products.

9. CUSTOMER RESPONSIBILITIES. You are responsible for (a) implementing all bug fixes, upgrades or Revisions within a Version within a reasonable time period after release. If we request written verification of an error or malfunction discovered by you, you will immediately provide such verification setting forth in reasonable detail the respects in which the Product fails to perform.

10. LIMITED WARRANTY; DISCLAIMER. We warrant to you that Maintenance Services will be

provided by qualified support technicians familiar with the Product and its operation. We do not warrant or guarantee that we can or will solve any reported problems with respect to the Products, and we further disclaim any and all warranties other than those expressly made by us in writing.

11. EXCLUSIONS. Maintenance Services do not cover damage to the Product caused other than by us, misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by you, or failure caused by a product or equipment for which we are not responsible.

12. ORDER OF PRECEDENCE. These Maintenance Terms supplement the General Terms. In the event of any conflict between these Maintenance Terms and the General Terms, the General Terms shall control.