

LincWare Technical Support Policy

1. Definitions.

“**Error**” means either (a) a failure of the Software to conform to the specifications set forth in the Documentation, resulting in the inability to use, or restriction in the use of, the Software, and/or (b) a problem requiring new procedures, clarifications, additional information and/or requests for product enhancements.

“**Maintenance Release**” means Upgrades and Updates which are made available to licensees pursuant to these Support Services Terms and Conditions.

“**Update**” means either a software modification or addition that, when made or added to the Software, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of the Error on Customer.

“**Upgrade**” means a revision of the Software released by LincWare to its end user customers generally, during the Support Services Term, to add new and different functions or to increase the capacity of the Software. Upgrade does not include the release of a new product or added features for which there may be a separate charge.

2. **LincWare Customer Support Services.** Support includes Maintenance Releases, telephone support and web-based LincWare support as available.

3. **Updates.** LincWare will make commercially reasonable efforts to provide an Update designed to solve or by-pass a reported Error. If such Error has been corrected in a Maintenance Release, Customer must install and implement the applicable Maintenance Release; otherwise, the Update may be provided in the form of a temporary fix, procedure or routine, to be used until a Maintenance Release containing the permanent Update is available. Customer shall reasonably determine the priority level of Errors, pursuant to the following protocols:

a. **Severity 1 Errors:** A Severity One Error means the (i) production system is severely impacted or completely shut down, or (ii) mission critical system operations are down. LincWare promptly initiates the following procedures: (1) assigns specialist(s) to correct the Error on an expedited basis; (2) provides ongoing communication on the status of an Update; and (3) begins to provide a temporary workaround or fix.

b. **Severity 2 Errors:** A Severity Two Error means (i) the production system is functioning with limited capabilities, or (ii) is unstable with periodic interruptions, or (iii) mission critical system operations, while not being affected, have experienced material system interruptions. LincWare assigns a specialist to begin an Update, and provides additional, escalated procedures as reasonably determined necessary by LincWare Support Services staff. LincWare exercises commercially reasonable efforts to provide a workaround or include a fix for the Severity 2 Errors in the next Maintenance Release.

c. **Severity 3 Errors:** A Severity Three Error means there (i) are errors in fully operational production systems, (ii) is a need to clarify procedures or information in documentation, or (iii) is a request for a product enhancement. LincWare may include an Update in the next Maintenance Release.

4. **Maintenance Releases and Upgrades.** During a License Term, LincWare shall make Maintenance Releases and Upgrades available to Customer if, as and when LincWare makes any such Maintenance Releases generally available to its customers. If a question arises as to whether a product offering is an Upgrade or a new product or feature, LincWare’s opinion will prevail, provided that LincWare treats the product offering as a new product or feature for its end user customers generally.

5. **Conditions for Providing Support.** LincWare’s obligation to provide Support Services is conditioned upon the following: (a) Customer makes reasonable efforts to correct the Error after consulting with LincWare; (b) Customer provides LincWare with sufficient information and resources to correct the Error either at LincWare’s Customer Support Center or via remote access to Customer’s site, as well as access to the personnel, hardware, and

any additional software involved in discovering the Error; (c) Customer promptly installs all Maintenance Releases; and (d) Customer procures, installs and maintains all equipment, telephone lines, Internet connectivity, communication interfaces and other hardware necessary to operate the Software.

6. **Technical Support Contacts:** The LincWare Customer Support Center will provide telephone support to a number of designated contacts (“Technical Support Contacts”) as specified on an Order.

Technical Support Contacts will be the only interface to the LincWare Customer Support Center. In an emergency, a LincWare Customer Support Engineer will begin working on an Error for an unauthorized contact on an exception basis subject to later verification and involvement of a named Technical Support Contact.

7. **Exclusions from LincWare’s Support Services.** LincWare is not obligated to provide Support Services in the following situations (each, a “Customer-Generated Error”): (a) the Software has been changed, modified or damaged (except if under the direct supervision of LincWare); (b) the Error is caused by Customer’s negligence, hardware malfunction or other causes beyond the reasonable control of LincWare; (c) the Error is caused by third party software not licensed through LincWare; (d) Customer has not installed and implemented Maintenance Release(s) so that the Software is a version supported by LincWare; or (e) Customer has not paid the Support Services fees when due. Customer shall pay LincWare’s then-current consulting rates for any time spent to diagnose a Customer-Generated Error.

8. **Termination of Support Services.** LincWare reserves the right to discontinue the Support Services should LincWare, in its sole discretion, determine that continued support for any Software is no longer economically practicable. LincWare will give Customer at least three (3) months prior written notice of any such discontinuance of Support Services and will refund any unaccrued Support Services fees Customer may have prepaid with respect to the affected Software. LincWare shall have no obligation to support or maintain any version of the Software or operating system except (i) the then current version of the Software and operating system, and (ii) the immediately preceding version of the Software and operating system for a period of six (6) months after it is first superseded. LincWare reserves the right to suspend performance of the Support Services if Customer fails to pay any amount that is payable to LincWare under the Agreement within thirty (30) days after such amount becomes due.

9. **Reinstatement of Support Services.** LincWare reserves the right to charge customers a reinstatement fee if the annual Software Maintenance & Support (SMS) contract has expired. The reinstatement fee will be a calculated amount based on the then current Software Maintenance & Support (SMS) fees. The reinstatement fee calculation is 1/12 (one twelfth) of the current annual SMS fee, multiplied by 10% (ten percent), multiplied by the number of months lapsed, plus the current annual SMS fee. A customer will be provided a sixty (60) day grace period before the reinstatement fees are applied.