

# CONTINUOUS SUPPORT PROGRAM (CSP) AGREEMENT

Austin N.C., Inc. ("ANC") shall provide, for the installation site specified, support and maintenance services ("CSP") for the computer software ("covered software") purchased from ANC in accordance with the terms and conditions of this Agreement. The Effective Date of this Agreement is the Signature Date of both parties below, or as otherwise arranged between the Customer and an ANC representative.

## 1. MAINTENANCE SERVICES TO BE PROVIDED BY AUSTIN N.C., INC.

Subject to the exclusions listed in paragraph 2 below, Austin N.C., Inc. will provide software maintenance services excluding travel expenses, as may be necessary to restore covered products to proper operating condition in accordance with ANC specifications.

## 2. EXCLUSIONS

CSP services to be provided by Austin N.C., Inc. under this Agreement do not include:

- (a) Repair, replacement, correction or adjustment of any malfunction caused by:
  - i. Adjustment or modification of the covered software by anyone other than ANC personnel without the prior, written consent of ANC;
  - ii. Accident, catastrophe, abuse, misuse or operator error; or
  - iii. New versions of software which perform new functions and for which ANC establishes a separate license fee.

## 3. TELEPHONE ASSISTANCE

ANC shall provide telephone assistance for error correction and maintenance service under this Agreement during normal working hours. For purposes of this Agreement, "normal working hours" means 8:00 A.M. to 5:00 P.M. Monday through Friday, Central Time, excluding holidays recognized by ANC.

## 4. APPLICATION ADVISORY ASSISTANCE

ANC shall provide telephone assistance during normal working hours to counsel and advise Customer on the use and maintenance of the covered products.

## 5. ENHANCEMENTS AND UPDATES

Enhancements and updates as developed for the covered software will be provided to the Customer by ANC, including appropriate documentation, on a periodic basis.

## 6. TECHNOLOGY OPTIONS PROGRAM

During the term of this Agreement, Customer may elect to change the technological environment, (e.g. UNIX to Windows), of any covered software provided under the ANC logo. A separate fee for such software exchange will be arranged which will give Customer credit for the original software purchase price.

## 7. PRICES, INVOICING AND PAYMENT

- (a) The Continuous Support Program (CSP) fee is based on the purchase price of the software ordered by Customer.
- (b) Payment is due and payable upon the effective date of this Agreement. Any CSP renewal fee payment is due prior to the expiration date of an existing CSP term. Late CSP renewal payments are subject to additional fees.
- (c) Prices are subject to change without notice.

## 8. TAXES

Customer will pay either directly or by ANC invoice payment taxes and/or other applicable governmental charges which are due in connection with the software and/or services provided to Customer hereunder.

## 9. TERM AND TERMINATION

This Agreement shall become effective as of the Effective Date specified above and shall continue in effect for an initial term of 1 year. Thereafter, this Agreement will be effective at ANC's then current rates for such support for successive one (1) year periods until terminated as provided herein:

- (a) Either party may terminate this Agreement as to any or all of the covered software as of the end of its initial year term, or as of the end of any calendar month thereafter, by written notice to the other party made at least sixty (60) days prior to the effective date of termination.
- (b) In the event that this Agreement is terminated by ANC, ANC will refund to Customer the amount of any CSP fees already paid with respect to such service beyond the effective date of termination.
- (c) Non-payment of any CSP annual or renewal fee will constitute termination of Agreement.

## 10. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- (a) The express warranties set forth in this Agreement are in lieu of all other warranties, express or implied, and all other warranties, including any warranties of merchantability or fitness for any particular purpose, are specifically excluded and disclaimed.
- (b) Subject to the provisions of subparagraph (c) below, Customer's sole and exclusive remedies for breach of any warranties and Customer's sole remedies for ANC's liability of any kind (whether in contract or in tort or otherwise) with respect to products and/or services covered by this Agreement and all other performance by ANC under or pursuant to this Agreement will be limited to the remedies provided herein.
- (c) In no event will ANC be liable to Customer for any lost profits, lost savings, lost data, or other special, consequential or incidental damages arising out of or relating to any product or service furnished under this Agreement, even if ANC has been advised of the possibility of such loss or damage, and the aggregate liability of ANC to Customer upon any claims howsoever arising out of or relating to this Agreement or any products or services furnished or to be furnished by ANC hereunder will in any event be absolutely limited to the amount paid by Customer to ANC; provided, however, that nothing in this Agreement shall operate to relieve ANC from liability for its own willful or wanton recklessness or intentional torts.
- (d) Any action against ANC must be brought within eighteen (18) months after the cause of action accrues.

## 13. RELOCATION OF INSTALLATION SITE

Customer will not remove any product furnished by ANC, for so long as ANC has any warranty or maintenance responsibility with respect thereto or has any security interest therein, from the location at which it is installed or authorized for use by ANC without the prior written consent of ANC, which consent shall not be unreasonably withheld.

## 14. AUSTIN N.C., INC.'S PROPERTY

Documentation and software (for which a license has not been obtained), and associated media to be used by ANC personnel at an installation site shall remain the exclusive property of ANC and shall be for ANC's sole use.

**For Austin N.C., Inc.:**

**For Customer:**

Name/Title \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_