

## Support and Maintenance Terms and Conditions for Microix Workflow Modules

This Terms and Conditions, the invoice and the end user license agreement ("EULA") for the Microix Workflow Modules Software, constitute the entire agreement between Microix and you regarding the purchase of Support and Maintenance Services. "Software" refers to the Microix Workflow Modules for which you have purchased Support and Maintenance Services.

### Support and Maintenance Services

Subject to your payment of all applicable fees set forth in the invoice (the Fees"), Microix shall provide the following Support and Maintenance for the Software. The terms may be amended or modified from time to time by Microix within its sole discretion. The Support Services may not be available in some countries other than the United States.

- Provision of known error corrections by delivery of available patches via electronic communication and for download via the Internet (ftp:\\www.microix.com).
- Provision of available minor updates (bundling of several error corrections in one version) for download via the Internet (ftp:\\www.microix.com).
- Provision of available major upgrades (version with substantially enhanced volume of functions) for download via the Internet (ftp:\\www.microix.com).
- Information via electronic communication (email) when new minor/major updates are available.

The granting of rights of use and the delivery of the relevant license files for all minor and major upgrades shall be limited to the Workflow Modules, as well as the terms of use thereof, for which this Agreement has been concluded.

### Telephone Support

For the term of this Agreement, Microix shall provide telephone support in the following manner: Queries for specific technical problems and failures are possible at any time. For this purpose, you will generally leave a message indicating the exact problem description and a classification in the following priority and error levels:

- Level 1: System does not work.
- Level 2: System works with limited functions.
- Level 3: System basically working. Just errors/problems with specific functions.

Microix ensures the following response times (via phone or e-mail). Response time does not constitute a resolution. Resolution may take longer depending on the circumstances. :

- Level 1: Response within 4hr (Monday - Friday, 9a.m. until 6 p.m. eastern time).
- Level 2: Response within 6hr (Monday - Friday, 9a.m. until 6 p.m. eastern time).
- Level 3: Response within 8hr (Monday - Friday, 9a.m. until 6 p.m. eastern time).

Exclusively applicable is the local time at the seat of Microix. Exclusively applicable regarding holidays are the legal holidays at the seat of Microix.

### Email Support

For the term of this Agreement, Microix shall provide support via email. The error and priority levels set forth in Support and Maintenance Services clause above and the response times indicated therein are applicable.

## **Support Services Exclusions**

(a) The subject matter of Support and Maintenance Services above is to help with installation or operation problems and alleged program errors. Implementation services, training or other support services are not a subject matter of this Terms and Conditions Agreement.

(b) Due to the complex nature of hardware and software applications, networks and specific configurations you may have, Microix cannot assume liability for the successful remedy of any error, i.e. despite Microix best efforts it may occur that errors cannot be rectified in-providing the support to you.

(c) Microix's Support Services are provided "AS IS" and all warranties regarding such services, whether expressed or implied, are excluded, including but not limited to the implied warranties or merchantability and fitness for a particular purpose. No employee, agent or representative of Microix, or any third party, is authorized to make any representation or warranty with respect to any Support Services, other than those representations and warranties set forth herein

## **Payments/Fees**

(a) Any and all Support and Maintenance Services under this Terms and Conditions shall be compensated for by means of an annual flat rate. The fees are due for payment annually in advance upon invoicing by Microix. Adding additional user licenses and/or modules will increase the annual flat rate.

(b) You agree to pay all fees invoiced by Microix for your Support and Maintenance Services in the currency specified therein within 30 days after the date it becomes due and payable.

## **Refunds**

Support Services commitments are not cancellable. No refunds will be issued for underutilized plan benefits.

## **Term and Termination**

Subject to your payment of all applicable fees, the term of the Support and Maintenance Services starts on the date indicated on your invoice and shall continue in full force and effect for a period of one-year or such other period expressly set forth on the invoice. Subject to your payment of the renewal and other applicable fees, the Support and Maintenance Services shall renew for successive one-year terms or such other period as expressly set forth on the renewal invoice. This Terms and Conditions Agreement shall terminate upon (a) your failure to timely pay any renewal or other fees, as specifically set forth on your invoice; (b) your written notice of termination to Microix, provided that you are not in breach of any terms of the EULA.

## **Copyright**

Microix is entitled to the copyright as well as the proprietary rights, rights of use and commercialization resulting thereunder to all the materials capable of being protected under copyright, which materials are provided within the frame of Support and Maintenance Services under this Terms and Conditions Agreement.