



ClearCube Software Maintenance/Support

This ClearCube Technology (CCT) software support statement gives you, the customer, express rights from CCT. In addition, you may also have other legal rights under applicable local law or special written agreement with CCT. This Agreement sets forth the terms and conditions under which ClearCube Technology shall maintain the Software Products which have been properly purchased, licensed or sub-licensed to the Customer.

TERM

This Agreement will be for a period of one year from the start date specified and is a free service for that period of time. Additional support terms are offered at an additional charge.

SUPPORT SERVICES

CCT will provide the following support services to the Customer:

(a) Responses to the Customer's reports (whether by mail, telephone, electronic mail or fax) of difficulties or problems with the software products and assistance in diagnosis of faults. The Customer must provide adequate information and documentation to enable CCT to recreate the problem. CCT may notify the Customer that the problem could not be recreated, located or identified, if such is the case. If applicable CCT may notify Customer that the problem will not be resolved and the reason for this decision. If it is determined that there is no problem with the software products, CCT will so inform the Customer and in such case CCT reserves the right to charge the Customer a reasonable fee. Notwithstanding the provisions of this section, the CCT makes no warranties that the Support Services provided hereunder will be successful in resolving any difficulties or problems or in diagnosing faults.

(b) CCT may provide without additional charge, revised or updated releases of the software products originally licensed when such revised or updated releases are made generally available by the Licensor of the software products. On provision of such releases by CCT, 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 a reasonable period of time following the date of the release, CCT will be relieved of its obligations hereunder.

(c) New Versions and New Programs are included in the Support Services under this Agreement. These will be made available to the Customer subject to availability.

(d) CCT shall have no responsibility for hardware problems or software which has been subject to improper use, accident, neglect or modification.

(e) On-site consultation, if requested by Customer and subject to availability of CCT's technical staff, will be provided at CCT's then current standard rates plus reasonable associated expenses.

(f) The Customer will nominate one technical contact, specified, within the organization who will be the point of contact between the Customer and CCT.

GENERAL

(a) 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.



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(b) 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 is in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on CCT and will not apply to this Agreement.

(c) This Agreement may be modified only in writing by authorized representatives of CCT and Customer.

Governing Law

These terms shall be governed by the laws of the State of Texas, excluding its choice of law provisions. Limitation of Implied Warranties To the extent allowed by applicable local law, any implied Warranty by ClearCube of merchantability or fitness for a particular purpose or other implied warranties are hereby limited to the duration of the expressed Warranty set forth above. Exclusive Remedy To the extent allowed by applicable local law, the remedies in this Warranty Statement are your sole and exclusive remedies. Except as indicated above, in no event will ClearCube be liable for loss of Data or for direct, special, incidental, consequential (including loss of profit) or other damage, whether based in contract, tort, or otherwise.