



Maintenance and Support Addendum

THIS ADDENDUM IS BETWEEN YOU (“YOU” AND “YOUR”) AND SUPPORTED INTELLIGENCE, LLC (“COMPANY,” “WE,” OR “OUR”) AND IS PART OF THE LICENSE AGREEMENT BETWEEN YOU AND US.

1. Address and Communications.

You should direct all communications to us as follows:

Address	Supported Intelligence, LLC 1555 Watertower Place Suite 300 East Lansing, MI 48823
Tel:	(517) 908-4420
Email:	help@SupportedIntelligence.com
Website:	http://www.supportedintelligence.com/support

2. Definitions.

Capitalized terms not defined below have the meaning attributed to them in the License Agreement (“Agreement”) executed between you and Company when you downloaded the Software.

2.1 “Addendum” means these terms and conditions of the Supported Intelligence Maintenance and Support addendum.

2.2 “Documentation” means any documents accompanying the Software.

2.3 “Error” means a defect in the Software that causes it not to perform substantially in accordance with the limited warranty or the Documentation specifications.

2.4 “Software” means the registered copy of Supported Intelligence Software licensed to you. If the licensee of the Software is a corporation or other entity, the “you” as used in this Addendum refers to that corporation or entity.

2.5 “Priority 1 Error” means an Error that causes substantial downtime in the functionality of the Software, or which causes data corruption, or which otherwise renders the Software unusable. Errors given this priority have no viable workaround or avoidance procedure.

2.6 “Priority 2 Error” means a significant Error that results in inconvenience in your use of the Software, but for which a workaround or avoidance procedure is available.

2.7 “Priority 3 Error” means an Error that can easily be avoided or detoured. It can also refer to problems in the Documentation or some other concern that you would like us to address.

2.8 “Support Contact” means the person authorized by you to request and receive the Maintenance and Support services and to contact the Help Desk (described below in Section 6). The Support Contact may be you, your employee, or an agent or consultant of your company or organization who provides services directly to you as the Licensee of the Software. The Support Contact should be knowledgeable about how the Software is being used and about the computer/operating system on which Software is executed.

3. Applicability of Company License Agreement.

This Addendum and the Software and Documentation provided under this Addendum is subject to all the terms and conditions of the Agreement.

4. Updates.

Company expects to prepare and make available for download material Updates on a periodic basis. Such Updates will contain a new set of Software and may contain patches or replacements for all or some of the existing Software modules and Documentation. Any such Update will be made available to you under this Addendum without additional charge.

5. Fixes To Reported Errors.

In response to a confirmed Error in the Software which is properly reported to the Help Desk, Company shall use commercially reasonable efforts to provide on an as-needed basis at its discretion an Update in the form of a workaround, support release, update, patch, major upgrade release, or other suitable form, but Company cannot guarantee to do so. When provided under this Addendum, such Update will be provided without additional charge. Supported Intelligence reserves the right to discontinue Maintenance Services without notice on a past workaround, support release, patch or other form of Update after a subsequent major upgrade release or support release containing an Update of the Error is available.

6. Support Help Desk.

The Help Desk is available via email or phone to give you assistance and advice on Company products or to receive Error reports. The Help Desk is available for the Support Contact, during normal business hours, Monday through Friday (excluding U.S. holidays), 9:00 am - 5:00 pm Eastern Standard Time (EST). Company agrees to use commercially reasonable efforts when responding to Error reports.

We will allocate Company resources to respond to your Help Desk request based on availability of staff and experience at our discretion. The Company web site <http://www.supportedintelligence.com/support> is also available to provide you with a wide variety of information. In some cases, the web site may be used as a delivery mechanism for some Updates. Our support staff will, with your assistance if necessary, investigate a suspected Error by attempting to reproduce it after receiving your Error report under Section 8 below.

7. Software not Covered by this Addendum.

- 7.1. Altered or modified Software.
- 7.2. Any combination of Software and other software not covered by this Addendum.
- 7.3. A Release of Software for which Maintenance Services has been discontinued.
- 7.4. Errors caused by your negligence or fault.
- 7.5. Errors resulting from hardware malfunction.
- 7.6. Errors that do not significantly impair or affect the operation of the Software.
- 7.7. Software when used on a computer or operating system other than one that meets Company published minimum standards.
- 7.8. Situations that are outside the reasonable control of the Company.

8. Your Responsibilities.

8.1. You agree to report all suspected Errors through your Support Contact to the Help Desk. Reports will include sufficient description and detail for Company to reproduce the suspected Error. You will use your best efforts to properly categorize the Error according to the "Priority" definitions in this Addendum. Failure to provide this minimum description and detail may cause delays in responding to the Error.

8.2. You agree to use reasonable efforts to assist Company in its efforts to find Updates to confirmed Errors that you report.

8.3. You agree to install and use the newest release or updates for the Software sent to you by Company within thirty (30) days of receipt.

8.4. In all contacts with the Help Desk, you agree to provide the product key number given to you by Company, along with your name, email address, User ID and the name and address of the company or individual contracted for the maintenance and support.

9. Additional Services and Charges.

9.1. Company may offer additional services such as training and support services under separate agreement and cost structures.

9.2. Company reserves the right to charge for services outside of the range of normal support services. Such services considered outside of the range of normal support services are: (1) debugging application coding errors in a Customer's application, (2) debugging problems in non-Company supported products, or in combinations of Company supported and non-supported products where the problem occurs in the non-Company product, and (3) other cases where it is judged highly likely that the suspected problem is not the responsibility of Company or caused by the Software.

9.3. When a situation occurs where a reported problem is likely to fall outside of the range of supported Maintenance and Support services, you will be advised of the potential of incurring charges to have Company work on the problem. A written estimate of the cost of the additional services ("Estimate") will be prepared and delivered to you for your approval and agreement. If Company can confirm that the problem is indeed caused by the Software, Company will not charge you. However, if it is proven that the problem is not the responsibility of Company, you will be charged for the time spent at the rates specified in the Estimate.

9.4. Company, upon prior notice, reserves the right to charge for unusual or excessive support person time in connection with the Maintenance Support services provided under this Addendum. Reasonable shipping, handling, media and user documentation charges in connection with the provision of the Updates and service shall be payable by you.

10. Payment.

The annual Maintenance Fee must be paid in advance. The Maintenance Fee is twenty five (25%) percent of the retail cost of the Software, as noted on the Software invoice.

11. Term and Termination.

11.1. This Addendum will be effective and the Maintenance and Support services will commence as of the earliest of the following to occur: a) Company's receipt of your payment of the appropriate Maintenance Fee or initial Software purchase with Maintenance, or b) delivery of the Software to you. The Maintenance and Support services provided under this Addendum would cease on the last business day of the month of the Maintenance Period, which is one year from the date you purchased the Software with Maintenance Services or one (1) year from the date of your Maintenance and Support services

renewal, as appropriate. Company may change the Maintenance Fee without notice, and this fee shall become effective upon renewal of this Addendum.

11.2. This Addendum will remain in effect unless terminated upon ninety (90) days written notice by either party. For a breach of this Agreement or this Addendum, either party may terminate this Addendum immediately.

11.3 Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate upon termination of the License Agreement.

11.3. Company may or may not notify you of the impending Maintenance Expiration Date. It is your responsibility to exercise the option to renew maintenance prior to the Maintenance Expiration Date. To register for a further year of Maintenance Services under this Addendum, simply pay the current maintenance fee prior to the Maintenance Expiration Date and you will continue to receive Maintenance and Support services.

11.4. Reinstatement of lapsed Maintenance is subject to your payment of all outstanding and unpaid Maintenance for prior years at Maintenance fees in effect on the date Maintenance is re-ordered. If you have previously received the current upgrade version, the start of the new Maintenance Period will be backdated to begin on the date that the previous Maintenance Period expired. Company reserves the right to withdraw Maintenance and Support services on any or all Software and to alter the prices, terms, and conditions of the Maintenance and Support services program, in advance of any Maintenance Services renewal. Any such withdrawal or alterations will amend the Maintenance and Support services between you and Company as of your next renewal date.