

# Software Maintenance and Technical Support Agreement

This Software Maintenance & Technical Support Agreement ("Agreement") is a legal agreement between you ("Licensee", "You", "Your", or "Customer") and Ithicos Solutions LLC ("Developer", "Author", "Licensor", "We", or "Us") a Hawaii limited liability corporation (LLC.) This Agreement defines the terms and conditions for the support and special services of Ithicos Solutions software products ("Products") including Directory Update, Directory Manager, Directory Search, and/or Directory Password as well as customized software provided to you by Ithicos Solutions.

## 1. END USER LICENSE AGREEMENT

This agreement is an extension of the Licensor's End User License Agreement (EULA). All terms and conditions of the EULA remain in effect. Termination or violation of the EULA terminates this Agreement.

## 2. TERM AND TERMINATION

This Agreement shall remain in effect until the end of the software maintenance period. Software maintenance period is calculated based on either the original purchase of the Software or a previously agreed to termination date. You may elect to continue to pay Licensor for software support and maintenance. As long as You continue to renew software maintenance, the Agreement remains in effect.

If a lapse in Services coverage occurs at any time, Licensor may invoice You a reactivation fee to inspect the Products prior to entering into a new agreement.

In the event of the termination of the underlying end user software agreement for the Product, it is the intent of the parties that this Agreement shall concurrently terminate. If You fail to pay any invoice in full within a period of 30 days after the same is due, Licensor may elect to terminate this Agreement upon 5 business days' notice to You without any liability to Licensee or Licensor whatsoever. Except for Licensee failure to make payments, as invoiced, either party may terminate this Agreement on written notice if the other party has defaulted in the performance of its obligations under this Agreement, has breached any material provision of this Agreement, or becomes insolvent, invokes as a debtor any laws relating to the relief of debtors' or creditors' rights,

or has such laws invoked against it as a debtor. Such termination shall be effective 30 days after notice, unless such default or breach of agreement has been cured or the terminating party is satisfied with other party's solvency within that time.

## 3. SOFTWARE MAINTENANCE & TECHNICAL SUPPORT

Licensor provides the following software maintenance and technical support and reserves the right to change or modify the Services at any time and from time to time upon 45 days written notice to Licensee or at the renewal of software maintenance period. Licensor's software policies relating to the Services can be viewed at [www.ithicos.com](http://www.ithicos.com)

### 3.1 SOFTWARE MAINTENANCE

**Delivery of Updates.** Provided Licensee has elected software maintenance service and paid the applicable fees, whenever Licensor makes Updates generally available to its users who have purchased Services, Licensor will grant Licensee access to the new release containing the Updates and will provide Software license keys as necessary. Licensee use of all such Updates is subject to this Agreement and the terms of the applicable Software License Agreements previously entered into by Licensee for the Materials.

### 3.2 TECHNICAL SUPPORT

**Access to Email Technical Support.** Provided Licensee have elected technical and paid the applicable fees and subject to the level of support chosen, during Business Hours, Licensor will make member of its technical support staff available to Licensee via email. All Technical Support cases shall commence with an email to Licensor's support alias with a description of the Problem. For standard support agreements, Licensor will respond via email within one business day.

**Access to Telephone Technical Support.** Provided Licensee have elected technical support and paid the applicable fees and subject to the level of support chosen, during its normal Business Hours, Licensor will make a member of its technical support staff available by telephone to Licensee System Administrator to assist Licensee in the standard business use of the Product. Licensee System Administrator will be responsible for the daily maintenance of the Product per the Documentation, and will provide the first line technical support of the Product to Licensee users.

### 3.3 LEVELS OF TECHNICAL SUPPORT

Licensee may elect the following levels of support:

Support level	Response
Time & Materials	Within 3 business days
Standard	Within 1 business day
Gold	Same business day
Platinum	4 hours consulting per month

Most customers elect for Standard support as this is sufficient for how they use Software in their environments. Standard support is the default support level for all software maintenance agreements. More rapid responsiveness or fixed number of consulting hours may be acquired only through separate agreement.

Special Note for Platinum Level Support: For customers that select the Platinum level support, Licensee may carry forward up to four unused hours of the Monthly Allotment to the next month for a maximum Monthly Allotment in any given month of eight hours. Any use of the Services over the total maximum allotment shall be considered an overage ("Overage") and any excess hours over the total maximum allotment may not be carried forward to the next month.

### 3.4 SKILL LEVELS OF SUPPORT PERSONNEL

Licensor provides multiple levels of technical support depending on the type of case. However, Licensee support will be handled by the first available engineer, regardless of skill level or experience. Hourly rates are only for informational purposes and will only apply to customers whose support is on a time and materials basis or customer has elected to request support outside of the normal boundaries of this agreement, such as consulting or software customization.

	Skill level	Hourly rate
<b>Tech Support Level 1</b>	A minimum of one year experience supporting Windows, IIS, or Active Directory systems, Ithicos software or under supervision of Software Engineer Level 1	US\$125.00
<b>Software Engineer Level 1</b>	A minimum of one year experience supporting web technologies, ASP, ASP.NET, HTML, JavaScript, and other web technologies. Or under current supervision of Software Engineer Level 2.	US\$125.00
<b>Software Engineer Level 2</b>	Three or more years of experiencing developing ASP, ASP.NET, LDAP, and other web-based and middle-ware technologies.	US\$175.00

Systems Engineer Level 1	Three or more years supporting Windows systems, IIS, Active Directory, Exchange Server or other Microsoft technologies.	US\$190.00
--------------------------	---	------------

### 3.5 INSTALLATION SERVICES

Installation and upgrade consulting is not included in this Agreement. Licensee System Administrator is expected to make a best-effort following Materials or guidance provided by Licensor's technical support personnel to install, configure, or upgrade the Software without interactive assistance from Licensor.

Licensee may elect, as part of a new Software purchase or Software maintenance renewal to include installation, upgrade, and consulting services. These agreements are normally sold in increments of 4 hours, have a clearly defined scope of work, and a specific time frame of validity.

Installation services entitles Licensee to have a technician or engineer on the phone and/or remote support session during the installation or update of software to provide Licensee System Administrator guidance for installation and configuring software. All hands-on work shall be performed by Licensee System Administrator unless previously agreed upon otherwise.

### 3.6 SOFTWARE CUSTOMIZATION SERVICES

Software customization is not included in this Agreement. Software customization includes modifying the out-of-the-box behavior of any of Licensor's internal code, libraries, JavaScripts, Active Server Pages (ASP, ASPX, or ASP.NET,) cascading style sheets (CSS), or adding new features / functionality.

Software customization services are available under separate agreements.

## 4. SPECIAL SERVICES

Any Special Services performed are billed on an hourly basis of \$195/hour (or current published rate), with a four-hour minimum. If applicable, Licensee is also responsible for any reasonable travel and living expenses associated with on-site Special Services. The hourly rate is measured from the time assistance is provided or arrival on-site whichever the case may be. Each additional hour or fraction thereof will be charged in thirty minute increments. The minimum increment of timekeeping is thirty minutes.

## 5. USE GRANT FOR REMOTE ASSISTANCE

In order to provide Licensee with Technical Support, Licensor may need to remotely access your computing environment. Licensee will have the choice to permit Licensor's access for the purpose of providing Your designated System Administrator with technical support and maintenance services. Prior to providing on-site or remote Technical Support, it is Your responsibility to properly backup all data and applications contained on Your network.

Unless remote assistance services are covered by a separate agreement, all remote support activities shall be supervised by Licensee's designated System Administrator.

**LICENSEE IS EXPECTED TO CLOSE REMOTE PORTS AND CHANGE PASSWORDS IMMEDIATELY UPON TERMINATION OF ANY REMOTE SUPPORT SESSION.**

Licensee agrees that Licensor and its affiliates may collect and use technical information gathered as part of the Technical Support Services provided to Licensee, if any, related to the Product to ensure proper authorization of all copies of the Software as well as to improve Licensor's products or provide customized services or technologies to Licensee. Licensor will not disclose this information in a form that personally identifies Licensee to any third parties. Further, Licensor agrees not to retain technical or configuration file data that may identify Licensee organizational structure, management, office locations, or employee names.

## **6. MAINTENANCE & TECHNICAL SUPPORT SERVICE EXCLUSIONS**

Unless otherwise agreed to in writing by Licensor, the Maintenance & Technical Support Services and the charges quoted by Licensor for such Services do not cover or include the following:

- A. Installation of the Product.
- B. Backing up or restoring programs and/or data;
- C. Keying, importing, converting or manipulation of data;
- D. On-site or formal classroom training on the operation and use of the Product or Software;

E. Training and familiarization of Licensee's new system administrators;

F. Support of a Product which has been modified or repaired other than by Licensor;

G. Making specification changes or performing Services connected with the relocation of a Product;

H. Modification or replacement of a Product, repair of damage, or increase in service time caused by failure to continually provide a suitable operational environment with all facilities prescribed by the applicable documentation; including, but not limited to, the failure to provide or the failure of adequate electrical power, temperature or humidity control, or computing environment;

I. Modification or replacement of a Product, repair of damage, or increase in service time caused by the use of the Product for other than the purposes for which it is authorized or not in accordance with the Materials operating guidelines or Software License Agreement;

J. Modification or replacement of a Product, repair of damage, or increase in service time caused by:

- Accident
- Malicious modification or updates due to Licensee's improper security procedures
- Natural or man-made disaster which shall include but not be limited to fire, water, wind, and lightning
- Neglect, damage, or misuse as performed by Licensee's System Administrators

K. Modification or replacement of a Product, or increase in service time caused by the use of the Product in combination with other products or materials not furnished by Licensor or in combination with other Product or materials furnished by, but not combined by, Licensor;

At Licensee request and in the Licensor's sole discretion, Licensor may perform any of the foregoing services on a billable Special Service basis or as part of a separate professional services agreement. Licensee agree that any Services rendered pursuant to Licensee request for Service which is determined by

Licensors to have been caused by a problem set forth above will be considered a Special Service.

## 7. OBLIGATIONS OF CUSTOMER

Licensee agrees to operate Licensor provided Software or Services in accordance with and on platforms recommended by the Documentation. Licensee agrees to take adequate security measures in all aspects of your Information Technology systems including adequate administrative policies, sufficient password strength, up-to-date antivirus and anti-malware software, network perimeter security, intrusion detection, protection of configuration files / scripts, and that operating system and application system software are all patched within periods recommended by manufacturer.

Licensee agrees to ensure all software, configuration files, license keys, installation media, are backed up regularly. Prior to any support case commencing, it is Your responsibility to properly backup all data and applications contained on Your network or to ensure such backups are complete any hosted services that you access.

Normal priority technical support shall begin with an email message to Licensor's support alias. During the process of triaging questions, problems, or incidents reported by Your System Administrator, it is expected they will respond within one business day. This is necessary to categorize the issue or question and to begin the process of providing a resolution. Most technical support questions and incidents are resolved quickly through email.

In some cases, telephone conversations may be necessary. Licensee System Administrator and Licensor's engineers will schedule a mutually agreed upon time during which to work on the telephone or over other voice technologies.

In some cases, remote assistance or remote viewing technology may be necessary such that Licensor's engineer can view the problem, configuration issue, and the system environment. Licensee System Administrator may specify the remote assist/view technology to be used provided there are no software, service, or subscription costs incurred by Licensor.

Licensee shall provide a qualified System Administrator at all times during a remote support session. Licensor engineers will not perform troubleshooting or problem fixes without supervision from Your System Administrator. At the termination of the remote assistance session, it is Your responsibility to terminate all remote sessions and to disable or delete any system accounts to which Licensor was provided. It is Your responsibility to immediately change any

passwords that Licensor was provided upon completion of remote assistance sessions.

In the event that on-site assistance is necessary, Licensee shall provide continual supervised access to your facilities and equipment in connection with Licensor's performance of its obligations hereunder. No charge shall be made for such access and Licensor will provide prior notification when such access is required;

Licensee shall maintain a proper network connection near any hardware used with a Product or Software being maintained by Licensor hereunder and provide access to a voice grade local telephone; Licensee shall be responsible for obtaining any required third party hardware and/or software, including updates thereto; Your System Administrator must be present when any on-site Service is provided. If applicable, Licensee agrees that if a representative is not present when Licensor's technician arrives on site that no Service will be performed and Licensee will be charged at the Special Service rate then in effect for such visit.

## **8. SOFTWARE UPDATES, FIXES AND WORKAROUNDS**

Licensee agrees that all Updates, Fixes or Workarounds furnished to Licensee by the Licensor shall be deemed to be part of such Materials subject to the terms and conditions of the end user software agreement for the Materials. Licensee agrees that Updates deemed as critical updates will be applied by Your designated System Administrator within 30 days of notification.

## **9. INVOICES, TAXES, EXPENSES, AND PAYMENTS**

Unless agreed upon prior to invoice date, Software payments, Services fees and any Special Services charges, shall be payable within 30 days of the date of Licensor's invoice delivered to Licensee. If Licensee request Special Services, the charges for such services shall be negotiated prior to Service delivery and will invoiced as soon as practicable after the Special Services are provided. For some Services, Licensor reserves option to request advanced payment prior to Service delivery.

This Agreement does not allow for expenses and fees that above and beyond normal support boundaries. Licensor reserves the option to require payment for any expenses out of normal support boundaries to include shipping and handling,



excess compute or storage capacity, travel expenses, specialized software acquisition, and development lab costs. In these cases, non-standard expenses will be negotiated up-front prior to Licensor incurring these expenses. A purchase order for non-standard expenses will be required.

Licensor reserves option to request advanced payment of some or all expenses. Billable hourly expenses will also be incurred by Licensee for all travel and will be calculated using Engineer Level I hourly rates. All travel expenses will be calculated using, at a minimum, US government per diem allowances; air fare is calculated based on refundable coach tickets (Y-fare) for domestic travel and refundable business class tickets for international travel.

If any authority imposes a duty, tax, levy or fee, excluding those based on Licensor's net income, upon the Product or Services, Licensee agrees to pay the amount specified. Licensee is responsible for any taxes for the Product from the date it was acquired.

Payments provided for in this Agreement shall, when overdue, be subject to a late payment charge calculated at a rate of one and one-half percent (1.5%) per month until paid; provided, however, that if the amount of such late payment charge exceeds the maximum permitted by law for such charge, such charge shall be reduced to such maximum amount. Licensee shall be liable for all costs of collection incurred by Licensor including without limitation collection agency fees, reasonable attorney's fees and court costs if Licensee fail to comply with the payment obligations set forth herein.

## **10. ADDITIONAL HARDWARE AND DOMAIN LICENSES**

If Licensee become authorized under the terms of any separate agreement to use the Software on additional hardware, including central processing units, network servers, or additional domains, and Licensee desire to include such hardware or domain systems under this Agreement, Licensee will be responsible for additional charges for such Services.

## **11. WARRANTY**

Licensor warrants to Licensee that Services hereunder will be performed in a professional manner and in accordance with good usage and accepted practices as established in the community in which such Services are performed. If such Services prove to be not so performed and if Licensee notify Licensor within a forty five (45) day period commencing on the date of completion of the Service, Licensor will, at its sole discretion, either correct any defects and deficiencies for which it is responsible or render a prorated refund or credit based on the original

charge for the Service. Prorated refund shall be calculated starting from the date of official notice through termination of current agreement.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE'S SOLE AND EXCLUSIVE REMEDY SHALL BE LICENSOR'S OBLIGATION TO MAKE CORRECTIONS OR GIVE A FULL OR PRORATED CREDIT OR REFUND AS SET FORTH ABOVE.

## **12. LIMITATION OF LIABILITY**

LICENSOR SHALL IN NO EVENT BE LIABLE TO LICENSEE OR ANY PERSON OR ENTITY USING ANY SERVICE SUPPLIED UNDER THIS AGREEMENT FOR ANY LOSS OF TIME, REVENUE, PROFITS, BUSINESS INTERRUPTION, INCONVENIENCE, LOSS OR DAMAGE OF DATA, LOSS OF USE OF ANY PRODUCT OR EQUIPMENT OR PROPERTY DAMAGE CAUSED BY ANY TECHNICIAN, PRODUCT OR EQUIPMENT OR THEIR FAILURE TO WORK, OR FOR ANY OTHER INDIRECT, SPECIAL, RELIANCE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT OR ANY OBLIGATION RESULTING THEREFROM, OR THE USE OR PERFORMANCE OF ANY PRODUCT OR PRODUCTS WHETHER IN AN ACTION FOR OR ARISING OUT OF ALLEGED BREACH OF WARRANTY, ALLEGED BREACH OF CONTRACT, DELAY, NEGLIGENCE (ACTIVE OR PASSIVE), STRICT TORT LIABILITY OR OTHERWISE. LICENSOR'S ENTIRE LIABILITY FOR ANY CLAIM OR LOSS, DAMAGE, OR EXPENSE FROM ANY CAUSE WHATSOEVER, SHALL IN NO EVENT EXCEED THE FEES ACTUALLY PAID BY LICENSEE. NO ACTION OR PROCEEDING AGAINST LICENSOR MAY BE COMMENCED MORE THAN ONE YEAR AFTER THE SERVICES ARE COMPLETED EXCEPT FOR LICENSOR CLAIMS RELATING TO COLLECTION OF FEES DUE AND PAYABLE BY LICENSEE. THIS PARAGRAPH SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

## **13. NONWAIVER**

No course of dealing, course of performance, or failure of either party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of any term, right, or condition. No waiver of breach of any provision of this Agreement shall be construed to be a waiver of any subsequent breach of the same or any other provision.

## **14. FORCE MAJEURE**

Except with respect to Licensee obligation to make timely payments, neither party shall be held responsible for any delay or failure in performance to the extent that such delay or failure is caused by fires, strikes, embargoes, explosions, floods, earthquakes, wars, water, the elements, labor disputes, government requirements, civil or military authorities, acts of God or by the public enemy, inability to secure raw materials or transportation, facilities, acts or omissions of carriers or suppliers, or other causes beyond its control whether or not similar to the foregoing.

## **15. CHOICE OF LAW**

This construction, interpretation and performance of and all transactions under this Agreement shall be governed by the law of the State of Hawaii and the United States of America.

## **16. ENTIRE AGREEMENT**

The terms and conditions contained in this Agreement supersede all prior oral or written understandings between the parties, shall constitute the entire Agreement between the parties with respect to the subject matter of this Agreement and shall not be contradicted, explained, or supplemented by any course of dealing between Licensor or any of its affiliates and Licensee or any of Licensee affiliates. Licensor employees' statements and Licensor advertisements or descriptions other than its published specifications do not constitute warranties or other contractual obligations, and shall not be relied upon by Licensee as such. This Agreement shall not be modified or amended except by a writing signed by an authorized representative of both parties.

## **17. ASSIGNMENT**

This Agreement may not be assigned by Licensee without the prior written consent of Licensor. Licensor may assign this Agreement to any affiliate, subsidiary, or successor to all or substantially all of its business relating to the Software or the Services.

## **18. PARTIES BOUND**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, legatees, successors, and assignees.

## 19. NOTICES

All notices under this Agreement (except for requests for Service) shall be in writing and shall may given by mail, postage prepaid or by overnight delivery addressed to the respective parties, if to Licensee, at Licensee addresses set forth in the signature block below or to Licensor at:

Please note that our current office address. All legal and other important notices should be sent to:

Ithicos Solutions LLC  
Attn: Managing Member  
1315 Wentwood Drive  
Colorado Springs, CO 80919

Such notice shall be deemed to have been given when received. Either party may change its notice address upon notice to the other party pursuant to this provision.

## 20. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, then the meaning of such paragraph or clause shall be construed so as to render it enforceable, to the extent feasible; and if no feasible interpretation would save such paragraph or clause, it shall be severed from this Agreement and the remainder shall remain in full force and effect. However, in the event such paragraph or clause is considered an essential element of this Agreement, the parties shall promptly negotiate a replacement thereof. If the parties are unable to agree upon a replacement term within 30 days of the final ruling, either party may terminate this Agreement upon 10 days prior written notice.

## 21. RELEASE VOID

Licensee shall not require releases or waivers of any personal rights from representatives of Licensor in connection with visits to its premises, remote support sessions, support phone calls, nor sales calls and agrees that no such releases or waivers shall be pleaded by it in any action or proceeding.

## 22. INDEPENDENT CONTRACTOR

All work performed by Licensor under the Agreement by a party shall be performed as an independent contractor and not as Licensee agent, employee,

or officer. No persons furnished by either party shall be considered the other party's employees or agents, and each party shall be responsible for its own and its employees' compliance with all laws, rules, and regulations involving employment of labor, working conditions, payment of wages, and payment of taxes, such as unemployment, social security, healthcare, payroll taxes, or other benefits, including applicable contributions from such persons when required by law.

## 23. DEFINITIONS

**"Business Day"** means any weekday with the exception of federal holidays in the United States of America.

**"Business Hours"** means the hours during the Business Day which the Licensor officially operates. This is 9:00am until 5:00pm Mountain Standard Time (-6 / -7 GMT.)

**"Contract Services"** is any service provided by the Licensor on an hourly basis including consulting, custom development, installation assistance, or other hourly services.

**"Disruption of Business Capability"** is an event or a series of related events, that is outside the reasonable control of the Licensor which may prevent us from meeting support obligations including failures of the Internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks, and wars.

**"Documentation"** means the manuals, technical articles, user guides, and other materials provided by Licensor to assist Licensee in supporting the Products within Licensee Information Technology (IT) environment.

**"Extended Support Hours"** means hours of support outside of standard Business Hours that support may be made available to Licensee. Extended Support Hours are at the discretion of the Licensor and may or may not be provided at additional cost to Licensee.

**"Fix(es)"** means a Workaround and/or additional or replacement lines of Software code provided by Licensor to remedy a defect in the Materials that caused it to not operate substantially in accordance with its written specifications. The Licensor reserves the right to only provide fixes for current versions of the

software.

**"Materials"** means the Software, Documentation, and License Keys provided under a separate grant to Licensee.

**"Maintenance"** means Services relating to any Software updates or new Software versions that may become available by Licensor during the Term of this Agreement if such Service has been elected by Licensee and evidenced in a corresponding order form.

**"Patching"** means the process of updating any critical supporting software components provided by other vendors and on which the Licensor's Software depends. This includes platform updates and security fixes provided by Microsoft Corporation.

**"Problem"** means hardware that does not operate in accordance with its written specifications; Software that does not operate substantially in accordance with its written specifications; or Documentation that is not correct.

**"Product"** means the proprietary computer software program identified above. "Product" is the following, including the original and all whole or partial copies: 1) machine-readable instructions and data, 2) components, 3) audio-visual content (such as images, text, recordings, or pictures), 4) related software materials, and 5) software use documents or keys, and documentation.

**"Response Time"** means the elapsed time from when Licensor receives a request for assistance until the commencement of assistance.

**"Services"** or **"Maintenance & Technical Support Services"** means the maintenance and support to be provided pursuant to the terms of this Agreement repairing or replacing Product that does not operate in accordance with its written specifications.

**"Software"** means computer programs in machine-readable form granted to Licensee under the software license agreement by Licensor for use on designated CPU(s). Software does not include any version of Source Code and any operating system software installed on the CPU. Software does not include or obligate Licensor to any type of customization or changes to behavior of Software.

**"Software License Agreement"** defines the acceptable use of the Software and the terms and conditions herein. By installing the Software, Licensee agree to the terms of the Software License Agreement.

**"Source Code"** means a high-level program in that is not machine-readable and which may allow modification of the behavior of the Software in a significant way. Licensor is the sole owner of any and all source code.

**"Special Services"** means any Services provided that are not part of the Maintenance & Technical Support Services in Section 3.

**"System Administrator"** means Licensee employee or agent with sufficient training, experience, and systems access to assist in identifying and isolating problems and to provide sufficient information and assistance to Licensor to be able to reproduce such Problems. The System Administrator or his/her delegate shall be the single point of contact with Licensor when reporting Problems. Licensor may require Licensee to appoint a new System Administrator if Licensor reasonably determines that the System Administrator does not possess the training or experience necessary to perform the required functions of the System Administrator or cannot communicate effectively with Licensor's support personnel.

**"Technical Support"** means access to email or telephone based support personnel for the purpose of providing second line assistance to Licensee System Administrator with the standard business use of the Product as well as any Problems or Fixes.

**"Updates"** means subsequent releases of Licensor Software which are generally made available for supported Software at no additional charge, other than media and handling charges (if any), to correct design faults, discrepancies or defects ("bugs") in the Product. Updates are generally designated by a change in the number appearing to the right of the initial decimal point in the Product's version number (i.e., 1.1 vs. 1.0).

**"Workaround"** means a temporary solution to a Problem. Workarounds may be deemed to provide sufficient and correct functionality for the Software.