

## Agreed Contract Support Services

The following terms and conditions ("Support Terms") shall govern the delivery of Support Services (as defined below) by DAXIC.

References:

Customer – Name of the customers company

Default Email Contact – Main email contact in the agreed support contract

Welcome Package – Offered to all customers with agreed support contracts

Commencement Date – Date services started, all time block expire 12 months after purchase if not used. Expiry can be avoided if more time blocks are purchased.

Key Notes:

Ad Hoc Support – A minimum charge of 1 (one) hour is always applied to support work.

Agreed Support Contracts – A minimum charge of 30 (thirty) minutes is always applied to support work.

### 1. Support Services

1. Subject to the terms and conditions set forth herein, DAXIC will provide Customer with technical support assistance ("Support Services") via DAXIC's online tracking system [www.daxic.com/contract](http://www.daxic.com/contract).
  2. Support Services will be delivered by a member of DAXIC's technical support team to the "Default Email Contact". Customer will specify the Technical Support Contacts to DAXIC in accordance with the instructions set forth in the welcome package provided by DAXIC ("Welcome Package").
  3. For live person to person support, Default Email Contact may contact DAXIC via telephone to the DAXIC regional support centre specified in the Welcome Package during the applicable Regional Support Centre's business hours Monday through Friday (excluding DAXIC standard holidays) as further described in the welcome package. Telephone enquiries can only be made by Default Email Contact during the applicable Regional Support Centre's business hours and responses will only be provided to Default Email Contact during the applicable Regional Support Centre's business hours. For live person to person support, an online support request may be required, this is for chargeable work carried out.
2. **Restrictions.** DAXIC may limit or terminate the Support Services being provided if Customer uses the Support Services in an abusive or fraudulent manner, as determined by DAXIC in its reasonable discretion. Examples of such use include a high number of calls that concern previously resolved issues, repeated posing of

questions to which the answer is readily found in the documentation, and discussion of issues that are not related to technical support. Resale, assignment, or transfer of Support Services is strictly prohibited and will be grounds for termination of the Support Terms.

3. **Exclusions.** DAXIC shall not be required to provide any Support Services relating to problems or issues arising out of or from (i) Customer's use of the engineering in a manner for which they were not designed; (ii) damage to the computer on which the engineered software are installed; or (iii) Customer's negligence, misuse, or modification of the engineering.
4. **Term and Termination.**
  1. DAXIC shall provide the above Support Services under these Support Terms for a term of one (1) year from DAXIC's receipt and acceptance of Customer's order of Support Services ("Commencement Date") (the "Initial Term"). These Support Terms will automatically renew for subsequent one (1) year if additional hours are purchased. If these Support Terms lapse, Customer may be subject to additional fees prior to the reinstatement of Support Services hereunder.
  2. Notwithstanding anything to the contrary herein, these Support Terms may be terminated by DAXIC for failure of Customer to pay DAXIC if such failure to pay continues for ten (10) days after DAXIC gives Customer written notice of such failure. DAXIC may also terminate these Support Terms if Customer materially breaches the terms of these Support Terms and fails to cure such breach within thirty (30) days of written notice.
  3. Customer acknowledges that DAXIC has the right to discontinue the manufacture and development of any of the Software and the Support Services for any Engineering / Software, including without limitation the distribution of older Software versions, at any time in its sole discretion, provided that DAXIC agrees not to discontinue the Support Services for the Software during the current annual term of these Support Terms, subject to the termination provisions herein. DAXIC reserves the right to alter these Support Services from time to time, using reasonable discretion but in no event shall such alterations result in (i) diminished support from the level of support set forth herein; (ii) materially diminished obligations for DAXIC; (iii) materially diminished rights of Customer. DAXIC shall provide Customer with sixty (30) days prior written notice of any material changes to these Support Services contemplated herein.
5. **Warranty and Disclaimer.** DAXIC will use commercially reasonable efforts to provide the Support Services in a professional manner, but DAXIC cannot guarantee that every question or problem raised by Customer can or will be resolved. Nothing in these Support Terms shall be construed as expanding or adding to the warranty for any engineering work carried out. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION, OR TERM TO THE

EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO CUSTOMER IN ITS LAND, DAXIC MAKES, AND CUSTOMER RECEIVES, NO WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, RELATED TO OR ARISING IN ANY WAY OUT OF THESE SUPPORT TERMS OR THE PROVISION OF MATERIALS OR SERVICES UNDER THESE SUPPORT TERMS. DAXIC SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL DAXIC'S LIABILITY ARISING FROM OR RELATED TO THESE SUPPORT TERMS EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE SUPPORT SERVICES ORDERED BY CUSTOMER FOR THE ANNUAL TERM IN WHICH THE LIABILITY AROSE. IN NO EVENT SHALL DAXIC HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OF EQUIPMENT OR FACILITIES, OR INTERRUPTION OF BUSINESS, ARISING FROM OR RELATED THE SUPPORT TERMS UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT DAXIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
  
7. **General.** These Support Terms may not be assigned by Customer. Any assignment in violation of the foregoing shall be null and void. Any additional services added to these Support Terms by written notice to Customer will be governed by the terms of these Support Terms. These Support Terms supersede all other written and oral proposals, purchase orders, prior agreements, and other communications between Customer and DAXIC concerning the subject matter hereof and constitutes the entire agreement between DAXIC and Customer regarding provision of Support Services.