



IT With Xcel

GENERAL TERMS AND CONDITIONS FOR SOFTWARE MAINTENANCE AND SUPPORT

These General Terms and Conditions for Software Maintenance and Support (“General Terms”) apply between IT With Xcel (1TWX) Software and anyone (“Customer”) who is granted a license to use 1TWX’s software as soon as the Customer pays the license fee for the Software.

1. **GENERAL PROVISIONS.** All the provisions of the End User License Agreement (“EULA”) shall apply to the General Terms. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the EULA. In the event of conflict between the terms and conditions in the General Terms and those in the EULA, the terms and conditions in the General Terms shall prevail.

2. **PAYMENT.** For maintenance and support of the Software, the Customer shall pay the maintenance fee (“Fee”) notified by 1TWX. For the first year, the Fee is included in the fee for the right to use the Software. For maintenance and support of the Software for coming years, 1TWX will invoice the Fee, which may at 1TWX’s discretion be changed each upcoming year, at least thirty (30) days prior to the upcoming year. The invoiced Fee shall be paid by the Customer in accordance with the payment terms set forth in the invoice.

If the Customer pays the fee for an upgrade of the Software, maintenance and support for the first year is included in the fee for the right to use the upgrade of the Software.

3. **REQUIREMENTS.** In order to receive maintenance and support of the Software, the Customer must have

(i) paid the fee for the right to use the Software,

(ii) paid the Fee for the upcoming year (if applicable),

(iii) followed all the terms and conditions set forth in the EULA, including without limitation, the Customer must have nominated a Contact Person and must have used the Software in accordance with the license type the Customer has paid for, and

(iv) installed the latest release of the Software, including without limitation, the Customer must have implemented all improvements and updates to the Software supplied by 1TWX.

4. **MAINTENANCE AND SUPPORT.** Provided the Customer has fulfilled the requirements set forth in section 3 above, 1TWX shall provide the Customer with

- (i) assistance to correct errors in the Software or provide means to circumvent such errors,
- (ii) updates of the Software,
- (iii) advice and help, up to a maximum of five (5) hours per year, to use the Software for a particular application, including using the Software's user interfaces, and
- (iv) a new license key if the Customer uses a new computer in accordance with section 6 of the EULA.

If the Customer desires advice and help in excess of the hours set forth in section 4 (iii) above, a special contract may be arranged.

For maintenance and support of the Software, all users of the Software must go through the Contact Person who shall contact 1TWX.

1TWX shall treat all information about the Customer's business with the same degree of care it treats like information of its own which it does not want to be publicly disclosed or the subject of unauthorized access or use.

5. **ACCESS BY 1TWX**. If requested by the Customer and deemed necessary by 1TWX for the purpose of performing 1TWX's obligations under the General Terms, the Customer shall, at the Customer's expense, provide 1TWX with priority access to the computer and server on which the Software is installed and shall make available its expert systems personnel to assist 1TWX's personnel with all local system interfaces, including tapes, discs, CDs and plotting devices.

6. **TERM AND TERMINATION**. The General Terms shall commence upon the Customer's payment of the fee for the initial Software license and shall remain in force until the end of a one year (365 days) period. After the initial year (365 days) has passed, the General Terms shall automatically be extended, for one year at a time, provided and as long as the Customer pays the Fee. In the event, the Customer does not pay the Fee before or on the due date set forth in 1TWX's invoice, the General Terms shall terminate with immediate effect.