

Software Support Agreement

1. This Agreement sets forth the terms and conditions under which the Swedish Institute of Computer Science AB (SICS) shall maintain the Software Products identified overleaf which have been properly purchased, licensed or sub-licensed to the Customer.

2. TERM

This Agreement will be for a period of one year from the start date specified overleaf and shall be automatically renewed for additional one year terms, unless terminated by the Customer serving thirty days notice in writing to SICS prior to the end of the then running term. This Agreement may also be terminated by SICS if the Customer defaults in the payment of any monies due under this Agreement and fails to remedy the default within 15 days after written notice or in the event of a breach by Customer of any other provision of this Agreement.

3. FEES AND PAYMENT

The support fees set out overleaf will be invoiced annually upto 30 days in advance of the renewal date and invoices are payable 30 days after receipt of invoice by the Customer. In the event that the agreement is not terminated at the end of a running one year term, the Customer is responsible for ensuring that the appropriate customer purchase order is sent to SICS in advance to ensure that SICS's annual invoice is capable of being paid on receipt by the Customer. SICS reserves the right to amend the support fees by giving not less than sixty days notice prior to the end of the then running one year term. All charges set out overleaf are exclusive of any value added or sales taxes.

4. SUPPORT SERVICES

SICS will provide the following support services to the Customer:

(a) Responses to the Customers'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 SICS to recreate the problem. SICS may notify the Customer that the problem could not be recreated, located or identified, if such is the case. If applicable SICS 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, SICS will so inform the Customer and in such case SICS reserves the right to charge the Customer a reasonable fee. Notwithstanding the provisions of this section, the SICS makes no warranties that the Support Services provided hereunder will be successful in resolving any difficulties or problems or in diagnosing faults.

(b) SICS 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 SICS, 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, SICS will be relieved of its obligations hereunder.

(c) New Versions and New Programs are not included in the Support Services under this Agreement. These will be made available to the Customer subject to availability and for the then current price and licensing arrangements.

(d) SICS 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 SICS's technical staff, will be provided at SICS's then current standard rates plus reasonable associated expenses.

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

5. 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.

(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 are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on SICS and will not apply to this Agreement.

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