

SOFTWARE SUPPORT AND SERVICES AGREEMENT

IMAGING OFFICE SYSTEMS is a value-added reseller of certain software products, which Customer desires to be installed and maintained. In addition to the software products, IMAGING OFFICE SYSTEMS also offers software maintenance and support, professional services and training.

This agreement is used to establish the rights and obligations of the parties with respect to the software maintenance and support, professional services and training as follows:

1. **DEFINED TERMS.** The following terms shall have the meanings set forth below for all purposes of this Agreement:
 - a. **Documentation.** Documentation means for any "Help Files" included in the Software and that relate to the functional, operational or performance characteristics of the Software.
 - b. **Error.** "Error" means any defect or condition inherent in the Software that causes the Software to fail to perform in accordance with the current Documentation published by Licensor.
 - c. **Software Support and Services.** Software Support and Services means all professional services provided under this Agreement by IOS.
 - d. **Software.** Software means the current released version of computer software licensed by Licensors at any time after IMAGING OFFICE SYSTEMS has delivered to Customer a new version of such computer software as an Upgrade and Enhancement under this Agreement.
 - e. **Upgrades and Enhancements.** Upgrades and Enhancements means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to the Software that the Licensors commercially release to their end users generally during the term of this Agreement to correct deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules, re-platformed Software or new functionality.

2. MAINTENANCE AND SUPPORT SERVICES.

- a. **Generally.** IMAGING OFFICE SYSTEMS shall: (1) use its commercially reasonable efforts to correct any properly reported (i.e., reported with name of company, person, and system ID number) Error(s) in Software reported and which are confirmed by the Licensor in the exercise of its commercially reasonable judgment; (2) use its commercially reasonable efforts to correct any properly reported defect(s) (non-conformity to functional specifications mutually agreed upon by IMAGING OFFICE SYSTEMS and Customer) in any configurations IMAGING OFFICE SYSTEMS or any integrations of the Software with other applications, software or hardware that are configured or created by IOS, which are confirmed by IOS, in the exercise of its commercially reasonable judgment; and (3) upon the request of Customer, provide technical support and assistance and advice related to the operation and use of the Software by Customer, or any problems with any of the foregoing. Customer's report must include updated information on its installed version of the Software and information reasonably necessary to describe the circumstances under which the reported Error is manifest. IMAGING OFFICE SYSTEMS shall undertake to report to Licensor for confirmation any reported Errors promptly after receipt of proper notice from Customer. IMAGING OFFICE SYSTEMS shall undertake to confirm any reported defect(s) described in clause (2) above promptly after receipt of proper notice from Customer in accordance with IOS's current defect reporting procedures. IMAGING OFFICE SYSTEMS shall perform services in an effort to correct confirmed Errors in the Software or defects in configurations or integrations created by IMAGING OFFICE SYSTEMS promptly after making such confirmation. Maintenance and Support Services will be available by calling the IMAGING OFFICE SYSTEMS help desk at 800-560-5630 during the hours of 8 a.m. to 5p.m., system local time (local time as determined by installation location of the software), Monday through Friday, excluding holidays, or as otherwise provided by IMAGING OFFICE SYSTEMS to its end users purchasing continuing Maintenance

and Support Services in the normal course of its business, by on-line connectivity, telephonically or both. Should Customer experience an emergency situation outside of normal hours, Customer may contact IMAGING OFFICE SYSTEMS 24 hours per day, 7 days per week, by calling IOS's regular telephone Maintenance and Support Services. IOS's designated support engineer on call will contact Customer regarding the emergency situation within a reasonable time (usually not more than 3 hours) after the page. IMAGING OFFICE SYSTEMS reserves the right to notify Customer that it is making unauthorized (*i.e.*, not in an emergency situation) or excessive use of after-hours Maintenance and Support Services and thereafter Customer will pay IMAGING OFFICE SYSTEMS for such continued after-hours Services at the then rate for un-covered services. An emergency situation is as the occurrence of an Error that causes Customer's business to be materially interrupted and the Error has prevented, in a material respect, any access to or use of the Software by Customer in its production environment. Customer shall be informed at the time of a call if such call is considered an unauthorized or excessive use call and Customer shall have the opportunity to terminate the call and delay Maintenance and Support Services until normal hours on the next business day. Customer acknowledges and agrees that IMAGING OFFICE SYSTEMS and Customer require on-line access to the Software installed on Customer's systems in order for IMAGING OFFICE SYSTEMS to provide Maintenance and Support Services hereunder.

- b. **On-Site Services.** Upon the reasonable request of Customer, and submission of a purchase order for such services agreeing to pay for such services on a time and materials basis in accordance with Section 5(a) (4), IMAGING OFFICE SYSTEMS may provide on-site Maintenance and Support Services at Customer's facilities in connection with the correction of any Error(s) involving a mission critical function of the Software that is not functioning in a production environment.
- c. **Exclusions.** IMAGING OFFICE SYSTEMS is not responsible for providing, or obligated to provide, Maintenance and Support Services or Upgrades and Enhancements under this Agreement: (a) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, including any configuration of the system modules of the Software that was not undertaken by IMAGING OFFICE SYSTEMS or Licensor or authorized in writing in advance by Licensor (b) in connection with any Error if IMAGING OFFICE SYSTEMS (directly or through Licensor) has previously provided corrections for such Error, which correction Customer chooses not to implement; (c) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software bundled with the Software by Licensor), hardware or any system or networking utilized by Customer; (d) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (e) if any party other than IMAGING OFFICE SYSTEMS or Licensor has provided any services in the nature of Maintenance and Support Services to Customer with respect to the Software.
- d. **Operation of the Software.** Customer acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Customer is solely responsible for its data, its database and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction. IMAGING OFFICE SYSTEMS and Licensor shall have no responsibility or liability for data loss regardless of the reasons for said loss. IMAGING OFFICE SYSTEMS and Licensor shall have no responsibility or liability for Customer's selection or use of the Software or any hardware, third party software or systems.
- e. **Upgrades and Enhancements.** IMAGING OFFICE SYSTEMS will provide to Customer, in accordance with Licensor's then current policies, all Upgrades and Enhancements to the Software released by Licensor during the term of this Agreement. Customer acknowledges and agrees that Licensor has the right, at any time, to change the specifications and operating characteristics of the Software and Licensor's policies respecting Upgrades and Enhancements and the release thereof to its end users. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing and

trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of Licensor.

f.

Software Maintenance and Support Renewal. Following the expiration of the term of the Software Maintenance and Support, the Software Maintenance and Support will renew for additional consecutive one (1) year renewal terms unless Customer provides IMAGING OFFICE SYSTEMS written notice of the non-renewal for all or a portion of the Software at least ninety (90) days prior to the end of the then current Software Maintenance and Support term. Approval of any requested changes will be at the discretion of the Software Vendor. An amount equal to 10% of the Software Maintenance and Support renewal total will automatically be added for all past due invoices. Other increases, if any, will be incorporated into the base for the purpose of calculation of each annual increase.

g. **Cessation of Software Maintenance and Support.** IMAGING OFFICE SYSTEMS will not provide Software Maintenance and Support following expiration of the term of the Software Maintenance and Support or the term of this Agreement. If Customer elects to reinstate Software Maintenance and Support following expiration of the term of the Software Maintenance and Support for whatever reason, Customer will (a) pay a reinstatement fee equal to the current annual support fee and any unpaid Software Maintenance and Support fees from the date of expiration to the date of reinstatement and fees for one additional year of Software Maintenance and Support services from the date of reinstatement, and (b) apply all upgrades, enhancements and new releases to the Software needed to bring Customer's Software current with IOS's most current supported version of the Software. IMAGING OFFICE SYSTEMS will have no liability to Customer for any damages arising from or related to Customer's cessation of Software Maintenance and Support in the event Customer does not timely renew Software Maintenance and Support or the termination or suspension of Software Maintenance and Support as provided above.

3. PROFESSIONAL SERVICES ENGAGEMENT.

a. **Professional Services.** IMAGING OFFICE SYSTEMS will provide Customer implementation, consulting, and other services ("Professional Services") as described in the Sales Order and/or associated Statement of Work ("SOW"). Customer will pay IMAGING OFFICE SYSTEMS fees for the Professional Services as provided in the Sales Order and SOW, together with reasonable travel expenses incurred in connection with Professional Services. Professional Services and travel and living expenses are invoiced as incurred, or as otherwise may be provided in the Sales Order and SOW. Each Professional Services engagement between IMAGING OFFICE SYSTEMS and Customer will be a separate and distinct transaction from Customer's license of the Software, and Customer's payment obligations with respect to the Software are wholly independent of and not contingent upon IOS's performance of any Professional Services.

b. **Termination of Professional Services.** Except as may be provided in a Sales Order, Customer may terminate any engagement of Professional Services prior to completion effective ten (10) business days after providing IMAGING OFFICE SYSTEMS written notice of such termination together with payment for all Professional Services and reimbursement of all travel and living expenses incurred through the date of IOS's receipt of such notice; provided, that IMAGING OFFICE SYSTEMS also will be entitled to payment for any non-cancelable obligations associated with the work subject of such Professional Services, including, without limitation, any partially completed deliverables which pertain to milestones.

c. **Additional Professional Services.** Additional Professional Services outside the scope provided in the Sales Order and/or SOW, including any services provided to remedy any Software support or performance issues caused by or resulting from Customer's failure to comply with Customer's responsibilities as provided in the Software Maintenance and Support Agreement, are provided at IOS's then-current rates. Any additional Professional Services or modification of Professional Services will require written project change request or additional SOW signed by IMAGING OFFICE SYSTEMS and Customer prior to the commencement of such Professional Services, such project change request or additional SOW which will provide the fees for such Professional Services.

4. CUSTOMER'S RESPONSIBILITIES.

a. **Operation of the Software.** Customer acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable

procedures to examine and verify all output before use. In addition, Customer is solely responsible for its data, its database and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction. Service Provider and Software Vendor shall have no responsibility or liability for data loss regardless of the reasons for said loss. Service Provider and Software Vendor shall have no responsibility or liability for Customer's selection or use of the Software or any hardware, third party software or systems.

- b. **Customer's Implementation of Error Corrections and Upgrades and Enhancements.** In order to maintain the integrity and proper operation of the Software, Customer agrees to implement, in the manner instructed by Service Provider, all Error corrections and Upgrades and Enhancements. Customer's failure to implement any Error corrections or Upgrades and Enhancements of the Software as provided in this Section 4(b) shall relieve Service Provider of any responsibility or liability whatsoever for any failure or malfunction of the Software, as modified by a subsequent Error correction or Upgrade and Enhancement, but in no such event shall Customer be relieved of the responsibility for the payment of fees and charges otherwise properly invoiced during the term hereof.
- c. **Notice of Errors and Documentation of Errors.** Customer shall provide prompt notice of any Errors in the Software discovered by Customer, or otherwise brought to the attention of Customer, in accordance with Service Provider's then current policies for reporting of Errors. Proper notice may include, without limitation, prompt telephonic and written notice to Service Provider of any alleged Error. If requested by Service Provider, Customer agrees to provide written documentation of Errors to substantiate the Errors and to assist Service Provider in the detection and correction of said Errors.
- d. **Access to Facilities.** Customer will provide IMAGING OFFICE SYSTEMS with timely access to Customer's facilities and to an adequate work area to perform the Professional Services and will provide timely participation of Customer's functional and/or information technology staff as necessary for the delivery of the Professional Services and Software Maintenance and Support.
- e. **Backups.** Customer will regularly make, validate and backup and keep safe copies of Customer's information and other data processed by or used in connection with the Software suitable for restoring such information and data in the event of a data loss event.

5. LIMITED WARRANTY.

- a. **Limited Warranty of Services.** IMAGING OFFICE SYSTEMS warrants that the Maintenance and Support Services shall be performed in a good and workmanlike manner and substantially according to industry standards. In order to assert any claim that any Maintenance and Support Services fail to conform to this limited warranty, Customer must notify IMAGING OFFICE SYSTEMS in writing of such claim within thirty (30) days after the date the alleged non-conforming Services are completed. If, after such timely notice from Customer, the Maintenance and Support Services in question are determined not to conform to this limited warranty, IOS's sole obligation, and Customer's sole remedy for breach of this warranty, shall be for IMAGING OFFICE SYSTEMS to use commercially reasonable efforts to re-perform the nonconforming Services in an attempt to correct the nonconformity. If IMAGING OFFICE SYSTEMS is unable to correct such nonconformity after a reasonable period of time, Customer's sole and exclusive remedy shall be termination of this Agreement. This warranty specifically excludes non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Customer or a third party or failure of Customer to perform and fulfill its obligations under this Agreement.

6. FEES AND PAYMENTS.

- a. **Annual Maintenance Fees.** Customer shall pay to IMAGING OFFICE SYSTEMS annual maintenance fees in the amounts invoiced by IOS.

- b. **Additional Software.** IMAGING OFFICE SYSTEMS shall invoice Customer for annual maintenance fees for all Software modules that Customer additionally licenses upon receipt of Customer's purchase order for the purchase of Maintenance and Support Services for such Software.
- c. **Time and Material Charges.** Notwithstanding anything to the contrary, if Customer requests Maintenance and Support Services that IMAGING OFFICE SYSTEMS is not obligated to provide, but IMAGING OFFICE SYSTEMS agrees to provide such requested Services, the Customer agrees to pay for such un-covered Maintenance and Support Services at IOS's standard time and materials charges.
- d. **Incidental Costs and Expenses.** Customer shall be responsible for all incidental costs and expenses incurred by IMAGING OFFICE SYSTEMS in connection with the performance of this Agreement, provided that such costs and expenses have been pre-approved in writing by Customer. Examples of incidental costs and expenses include, without limitation, all costs and expenses for tools, supplies, accessories, media and other expendables purchased or otherwise used by IOS, on-line connection charges and out-of-pocket expenses incurred at Customer's request, including but not limited to travel, meals and lodging expenses for on-site Maintenance and Support Services. IMAGING OFFICE SYSTEMS shall invoice Customer for all incidental costs and expenses hereunder.