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SOFTWARE SUPPORT TERMS

Background

'My CRM Manager' has agreed to provide to the Licensee Software Support for the Licensed Programs in return for the payment to 'My CRM Manager' by the Licensee of the Software Maintenance Fee upon the terms and conditions of this Agreement.

Operative Provisions:

1 Definitions

1.1 In this agreement:

Designated Equipment

Any computer running software that matches the requirements for the given product.

Licensed Programs

The software programs designed and written by 'My CRM Manager' and provided in code and binary code including any New Release of the same made or issued pursuant to clause 4.

Licensed Program Materials

The Licensed Programs and the Program Documentation.

Term

Twelve months from the date of this agreement and each subsequent period of twelve months thereafter unless terminated in accordance with clause 6.

New Release

Any improved modified or corrected version of any of the Licensed Programs or Program Documentation from time to time issued by 'My CRM Manager' pursuant to clause 4 below.

Program Documentation

The instruction manuals user guides and other information to be made available by 'My CRM Manager' at its discretion in machine readable form to the Licensee. Typically, documentation is provided via the online help.



Software Support

The provision of technical support in accordance with clause 4 below Software Maintenance Fee the annual fee for the Software Maintenance set out in clause 3 below.

2. Provision of Software Support

'My CRM Manager' in consideration of the payment by the Licensee from time to time of the Software Maintenance Fee in accordance with clause 3 below undertakes to provide Software Support during the Term upon the terms and conditions of this Agreement.

3 Software Maintenance Fee

3.1 The Software Maintenance Fee (together with any applicable Value Added Tax thereon at the current rate, if any) as set out in the Schedule 1 shall be levied by 'My CRM Manager' in advance of the provision of Software Support and shall be payable annually by the Licensee before the due renewal date.

3.2 'My CRM Manager' reserves the right to cancel Software Support and require re-purchase in full for failure to pay Software Maintenance Fee before the renewal date.

3.3 The Software Maintenance Fee for the product does not cover any server other than the live server that may be used to test or train users unless a separate agreement is created to cover this scenario.

4 Software Support

4.1 With effect from the date of this agreement and for the duration of this agreement 'My CRM Manager' shall provide in respect of the Licensed Programs Software Support within the response time as specified in clause 4.4 below.

4.2 Software Support shall comprise all or any of the following to be provided in accordance with Schedule 1:

4.2.1 Advice by scheduled telephone or Support Software on the use of the Licensed Programs provided and will be limited to areas not explicitly covered in the Program Documentation;

4.2.2 Information and advice by email and/or website and/or twitter in accordance with Schedule 1 on forthcoming New Releases of the Licensed Programs;

4.2.3 Upon request by the Licensee the diagnosis of faults in the Licensed Programs and the rectification of such faults (remotely or by attendance on Site at 'My CRM Manager's sole discretion) by the issue of fixes in respect of the Licensed Programs and the making of all necessary consequential amendments (if any) to the Program Documentation;

4.2.4 The creation and dispatch to the Licensee from time to time at 'My CRM Manager's sole discretion of fixes in respect of the Licensed Programs;

4.2.5 the creation and dispatch to the Licensee from time to time at 'My CRM Manager's sole discretion of a New Release of the Licensed Programs and Program Documentation;

4.2.6 Software Support does not apply to the action or operation of any software or hardware supplied by any other supplier other than the Licensed Programs.



4.3 The Licensee shall inform 'My CRM Manager' of all faults requiring Software Support as soon as they arise using Email or the 'My CRM Manager' online portal. If so requested by 'My CRM Manager', the Licensee agrees to supply in writing to 'My CRM Manager' a detailed description of any fault requiring Software Support and the circumstances (and data files) in which it arose and steps to reproduce the said issue. The Licensee shall in the first instance contact the Distributor (if any) of the Licensed Program Materials who may refer all faults reported to 'My CRM Manager' as per above.

4.4 The response time for Software Support shall be between the hours of 10 a.m. and 5 pm EST Monday through to Friday (excluding public holidays). 'My CRM Manager' shall respond to the Licensee with a status report on the fault following notification. On a best-efforts basis, 'My CRM Manager' will classify the fault as Critical or Non-Critical to the fundamental operation of the Licensed Programs within 5 business days and the following procedures will then apply:

4.4.1 Critical Problems: On a best-efforts basis, 'My CRM Manager' will attempt to generate a fix or work-around by correcting or modifying the Licensed Programs to achieve its conformance to the specification in the Program Documentation and send it (or provide access) to the Licensee as soon as practicable, with an expected response time within 7 business days;

4.4.2 Non-Critical Problems: On a best-efforts basis, 'My CRM Manager' will attempt to generate a fix for incorporation in the next New Release with an expected response time of 15 working days. Where feasible, 'My CRM Manager' may provide temporary workaround to the Licensee. In no circumstances may 'My CRM Manager' be required to correct a Non-critical Problem reported by the Licensee. My CRM Manager reserves the right in its absolute discretion to abandon attempts at a fix where the costs of the fix are likely to be excessive or the benefits to 'My CRM Manager's customer base at large are likely to be negligible.

4.5 Software Support shall not include the diagnosis and rectification of any fault resulting from:

4.5.1 The improper use operation or neglect of either the Licensed Program Materials or the Designated Equipment;

4.5.2 The modification of the Licensed Programs

4.5.3 The use of the Licensed Programs on equipment other than the Designated Equipment;

4.5.4 The failure by the Licensee to implement recommendations in respect of, or solutions to faults previously advised by 'My CRM Manager';

4.5.5 Any repair adjustment alteration or modification of the Licensed Programs without 'My CRM Manager's prior consent;

4.5.6 Any breach by the Licensee of any of its obligations under any License Agreement in respect of the Licensed Programs;

4.5.7 The Licensee's failure to install and use upon the Designated Equipment in substitution for the previous release any New Release of the Licensed Programs;

4.5.8 The use of the Licensed Programs for a purpose for which they were not designed.

4.6 Without prejudice to clauses above 'My CRM Manager' shall be entitled to levy reasonable Additional



Charges in the manner set out in clause 4.8 below if Software Support is provided in circumstances where any skilled and reasonable Systems Administrator would have adjudged the Licensee's request to have been unnecessary.

4.7 Additional Charges shall be levied by 'My CRM Manager' monthly in arrears [and calculated on a half-day and daily basis] and shall be payable by the Licensee (together with any applicable Value Added Tax thereon) within 30 days of receipt of any invoice thereafter.

5 Duration

This agreement shall continue until terminated in accordance with clause 6 below.

6 Termination

6.1 This agreement may be terminated:

6.1.1 By the Licensee upon giving not less than 30 days' notice to 'My CRM Manager' expiring on the last day of the Term;

6.1.2 Forthwith by 'My CRM Manager' if the Licensee fails to pay any sum due hereunder by the renewal due date;

6.1.3 Forthwith by 'My CRM Manager' if the Licensee commits any material breach of any term of this agreement (other than one falling within 6.1.2 above) and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same;

6.1.4 Forthwith by 'My CRM Manager' if the Licensee shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement for Insolvency or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the Licensee shall be unable to pay its debts or if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the Licensee or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Licensee or for the making of an administrative order (otherwise than for the purpose of an amalgamation or reconstruction).

6.2 Any termination of this agreement pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party not the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

7 Indemnities and Limit of Liability

7.1 There are no warranties, conditions, guarantees or representations whether expressed or implied by statute, common law, tort or otherwise orally or in writing except as provided herein.

7.2 If 'My CRM Manager' without cause fails to perform Software Support in accordance with its obligations in this agreement the Licensee may recover an amount to compensate for any direct physical loss which is suffered as a result of such failure subject always to a maximum aggregate liability in any calendar year of the total annual charges or Software Maintenance Fee paid or payable for Software Support contracted for by Licensee.

7.3 'My CRM Manager' will not be liable in any way for any losses caused by the Licensee's failure to perform its obligations hereunder including but not limited to any failure of the Licensee to make adequate provision for recovery of



lost or corrupted data files or programs and the Licensee shall indemnify 'My CRM Manager' and its employees and representatives in respect of any claims by third parties which are occasioned by or arise from any 'My CRM Manager' performance or non-performance pursuant to the instructions of the Licensee or its authorised representatives.

7.4 Except as otherwise stated in this clause 'My CRM Manager' shall not be liable in any event for any loss of profits goodwill or any type of indirect special incidental or consequential loss or damage suffered by the Licensee (even if such loss was reasonably foreseeable or notified to 'My CRM Manager') or arising from loss of data or arising from the Software Support provided hereunder.

8 Property and Confidentiality in the Software

8.1 The Licensed Program Materials contain confidential information of 'My CRM Manager' and all copyright trademarks and other intellectual property rights to the Licensed Program Materials are the exclusive property of 'My CRM Manager' or have been validly licensed to 'My CRM Manager'. The Licensee shall have no right in or title to any of the Licensed Program Materials.

8.2 The Licensee shall:

8.2.1 Reproduce on any copy of the Licensed Program Materials 'My CRM Manager' copyright and trademark notices; and

8.2.2 Without prejudice to the foregoing take all such other steps as shall from time to time be necessary to protect the confidential information and intellectual property rights of 'My CRM Manager' in the Licensed Program Materials.

9 Assignment

The Licensee shall not be entitled to assign this agreement nor any of its rights or obligations hereunder without the prior consent of 'My CRM Manager'.

10 Entire Agreement

'My CRM Manager' shall not be liable to the Licensee for loss arising from or in connection with any representations agreements statements or undertakings made prior to the date of execution of this agreement other than those representations agreements statements or undertakings confirmed by a duly authorised representative of 'My CRM Manager' in writing or expressly incorporated or referred to in this agreement.

11 Law and related

11.1 This agreement shall be governed and construed in accordance with Canadian Law and the parties hereto agree to submit to the non-exclusive jurisdiction of the Ontario, Canada.

11.2 This agreement may be signed in any number of counterparts.



Schedule 1

Software Maintenance Fee

The software is licenses as an annual subscription.

'My CRM Manager' will Invoice approximately 2 months before the renewal due date.

Software Maintenance is for 1 full year (365 days) and this commences from the renewal date.

The Software Support service

Software Support is provided via email and/or the customer portal. No Telephone support is available outside of scheduled support set out in clause 4.2.

Remote support sessions (GoToMeeting, MS Teams or similar) must be agreed and scheduled in advance.

'My CRM Manager' currently use the GoToMeeting software to provide Software Support and this must be allowed/supported by the Licensee. The Licensee may from time-to-time request other remote support software be used but it is at 'My CRM Manager's discretion as to whether we use this.

'My CRM Manager' may from time to time change which software we use for remote support.

The Licensee provides My CRM Manager with remote access to its systems at its own risk. 'My CRM Manager' are not liable should information be compromised. 'My CRM Manager' assume the Licensee provides full back up procedures and has a disaster recovery process in place.

Reasonable efforts must be made by the Licensee to resolve any issues before using the Software Support.

Software Support time taken by the Licensee will be limited to 8 hours of Software Support in a year. Additional Software Support will incur an extra charge.

Software Support issues logged will be closed by 'My CRM Manager' within 5 working days if engagement on the issue is not forthcoming from the Licensee.

Licensee's inability to use the Licensed Programs (due to reasons including lack of training or any supporting software such as Sage CRM/ Sage 50) or due to problems with Sage 50 itself is not covered by the Software Support.

Features that are not in the Licensed Programs (as documented) or any expectation of a feature that is not in the Licensed Programs (but may be expected to be for any reason, misunderstanding a demo for example) will not be supported by My CRM Manager.

Reasonable and easy access to an environment is expected especially in any case where the issue is judged as "Environmental". Licensee company policy's will be respected but in the event that they hinder any support effort we may request and expect that we will be accommodated. Any unreasonable delays will result in charges for further support.



External Environment Impacts

The Software Maintenance Fee does not include the following:

1. Sage CRM upgrades are not covered by the Software Support (this is the act of upgrading Sage CRM which in turn breaks the Licensed Programs)
2. Third party software impacting on the Licensed Programs is not covered. (This includes Sage 50 updates).
3. Server moves/upgrades with reinstalls will incur an additional fee.
4. An additional support ticket may need to be registered if investigations show external issues effecting the working of the Licensed Programs.
5. Sage CRM –updates are not covered (Software Support is based on the Sage CRM version used at the time of original purchase).
6. The Licensee's IT security is not warranted and a Penetration Test is not run by My CRM Manager. My CRM Manager disclaims all liability or responsibility for the Licensee's IT security.
7. Browser/OS support is not included if changed post the original purchase of the Licensed Programs.
8. My CRM Manager is not responsible for how the Licensed Programs are used.
9. Server configuration changes are not covered.
10. No server beyond the primary CRM server will be eligible for support (for example a test, development and/or training server) without a separate agreement.