

Annual Software Support Agreement

For Osnium Software, os-soft Client and Case Management Software

This Software Support Agreement ("Agreement") is a legal agreement between you ("Customer") and Osnium Software ("Osnium"). All software maintenance and technical support is related to Osnium Covered Software identified herein and is provided subject to the terms and conditions of this Agreement. These provisions set forth are the only obligations of Osnium regarding Software Support.

Definitions

"Software Product" shall mean commercial software products offered by Osnium including, but not limited to os-soft versions 15.2 and above.

"Annual Support" or "Support" shall mean a services product offered by Osnium, at a fee, to support Software Product and governed by terms of this Agreement.

"Covered Software" means Software Product for which license(s) were purchased from Osnium and have been supplied to Customer and Annual Support has been purchased and has not lapsed.

"Defect" shall mean any verifiable and reproducible failure of the Covered Software to materially conform to Osnium's published specifications, unless such failure does not materially affect the operation of the software. Osnium, in its sole discretion, will determine if a behavior, anomaly or failure constitutes a Defect.

"Version Upgrade" shall mean any version of the Software Product that Osnium publicly releases which adds (a) new or changed functionalities or features to the Software Product or (b) supports a device or operating system not previously supported and for which additional fees may be required.

"Update" shall mean any revision, enhancement, update, correction or other modification of the Software Product other than a Version Upgrade.

1. Software Support Services

1.1 Use of Osnium's online, email, and telephone support, up to eight (8) hours in a one (1) year period, to receive technical assistance and general consultation with regard to Covered Software during normal business hours. Osnium technical support is available Monday – Friday from 8:30 a.m. to 5:00 p.m. (EST) subject to the observed statutory holidays of Ontario, Canada. Email and messages are checked regularly during off hours (5:00 p.m. – 8:00 p.m. EST, Monday - Friday) and urgent technical issues will be responded to accordingly.

1.2 Osnium will make every effort to resolve software issues and support requests as quickly as possible. Timelines for a resolution will be based on individual requirements to resolve the issue and current Support demands. It will be communicated to Customer within one (1) business day of receipt of the request.

- 1.3 If while providing assistance for Support issues, Osniium is unable to contact Customer for a period of five (5) business days; Osniium will discontinue efforts to resolve issue until such time as Customer communicates with Osniium.
- 1.4 As they become available, Osniium may make available Updates and Version Upgrades at no additional charge. To users with active support contracts compatibility with existing reports is not guaranteed. Some new versions, updates and / or enhancements may require updated hardware and / or operating system. Equipment and Software Product compatibility of any Update or Version Upgrade shall be the sole responsibility of the Customer.
- 1.5 Customers who experience an anomalous behavior or failure can contact Osniium Technical Support, who will work to reproduce the behavior, determine the cause, identify any Defect, and provide a resolution in a fast and efficient manner.
- 1.6 Osniium will make all reasonable efforts to correct Defects within the Covered Software. Osniium, in its sole discretion, will determine whether a behavior, anomaly or failure constitutes a Defect. In the event the behavior is due to (a) operating system, device drivers, hardware inconsistency or failure, (b) incorrect device or peripheral configuration, or (c) additional software, hardware or network provided by Customer or any third party, Osniium is under no obligation to correct or resolve the behavior or provide further technical assistance. In such event, Osniium will, within reasonable limits, assist the Customer and third party towards a resolution of the issue.

2. Exclusions from Software Maintenance Services

The following are expressly EXCLUDED from the terms of this Agreement:

- 2.1 Provisioning, installation and / or support of non-Osniium software. Non-Osniium software includes but shall not be limited to, operating system software, device drivers, third party applications or components, and / or device management programs.
- 2.2 Upgrading any hardware, memory, operating system or third party software for the terminal running Software Product.
- 2.3 Repair of the Covered Software if Osniium determines the failure is related to:
 - a. The hardware, peripheral equipment, operating system, or any software other than Software Product in use by Customer.
 - b. Misuse, neglect, or incorrect use of Software Product, including but not limited to, misconfiguration, scripts, or failure to follow published usage documentation.

3. Term and Renewal

- 3.1 The Annual Support term begins the date ("Effective Date") on which fulfillment of Covered Software, license delivery, begins for an order. The term of coverage and this Agreement shall be one (1) year unless prorated to coincide with the earlier expiration date of Support purchased previously.
- 3.2 Annual Support will renew automatically for succeeding one (1) year periods unless Customer provides notification of intention not to renew prior to expiry of the current term. Failure to give

notice prior to expiry will result in automatic renewal and Customer will be liable for any support charges at the current hourly cost until receipt of payment. Notwithstanding this, if Customer fails to pay any invoice within thirty (30) days of the invoice date, Osnium may withhold services until payment has been received.

3.3 Customer may cancel Support by giving notice prior to the end of term. Cancellations will become effective on the expiration date. No credit will be given for partial Support periods. Customer may allow Support to lapse. Upon the expiration or other termination of this Agreement, use of Software Product will continue to be governed by Software Product and License Agreement.

3.4 Osnium reserves the right to refuse renewal of Annual Maintenance, without cause, for any reason or no reason.

4. Fees, Charges & Payments

4.1 Renewal fees are set annually for a 1-year period and may be subject to an increase adjustment at the time of renewal, to a maximum of 15% each year or as dictated by Customer's Software License Agreement.

4.2 Reinstating a Support Agreement will result in Customer being charged current pricing, as well as any Support or Development fees required.

4.3 All fees for Support are payable in advance. Payment of any fees owed by Customer to Osnium is due within thirty (30) days of the date of Osnium's invoice. All payment to Osnium shall be in U.S dollar currency.

4.4 Osnium reserves the right to charge late fees on overdue accounts. 1.5% compounded monthly.

4.5 Osnium reserves the right to charge for services performed in connection with reported incidents that are later determined to have been not caused by or related to Software Product. Notwithstanding the foregoing, Osnium has no obligation to perform support services in connection with issues resulting from hardware or software not supplied by Osnium.

4.6 Purchase or use of Support services constitutes acceptance of the terms of this Agreement, the terms of the Osnium order acknowledgement, Osnium Invoice, and Purchase of Software Product. No terms appearing on a Customer purchase order shall have any effect unless Customer and Osnium have a written mutual signed agreement specifying otherwise.

5. Disclaimer of Warranties; Limitation of Liability

5.1 Customer expressly acknowledges and agrees that use of Osnium software and services are at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with Customer. To the maximum extent permitted by applicable law, the software is provided "as is", with all faults and without warranty of any kind, and Osnium hereby disclaims all warranties and conditions with respect to the Osnium software and services, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of

merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. Osnium does not warrant against interference with your enjoyment of the software, that the functions contained in the software will meet your requirements, that the operation of the software will be uninterrupted or error-free, or that defects in the software will be corrected. No oral or written information or advice given by Osnium shall create a warranty.

5.2 To the extent not prohibited by law, in no event shall Osnium be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use the Osnium software and services, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if Osnium has been advised of the possibility of such damages.

5.3 In no event shall Osnium's total liability under this agreement for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of five dollars (\$5.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

6. General

6.1 Delivery of any Support service to Customer by Osnium is subject to conditions beyond the control of Osnium, including but not limited to, Acts of God, acts of any public enemy, fire, flood, epidemic or quarantine restrictions, strikes, riots or civil commotion, freight or other embargoes, weather conditions or any failures by Osnium's service providers, subcontractors, or agents.

6.2 If Customer chooses not to install the latest version of the Software Product, Osnium reserves the right to limit the scope of the Support services provided.

6.3 If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6.4 This Agreement may be updated by Osnium at any time without any notice given to you, the individual or entity, written or otherwise. Contact Osnium through the contact information at www.osnium.com for the current version of this Agreement. Terms are subject to change at renewal.

6.5 This Agreement constitutes the entire agreement between the parties with respect to Support hereof and supersedes all prior and contemporaneous Support agreements or communications.