

## **Ifara Software Maintenance and Technical Support Agreement**

This is a legal agreement between you, the End User or the authorized Distributor licensing this Ifara Software if sale is not directly done by Ifara ("the Customer") and Ifara Tecnologias, S.L. ("Ifara"). The Ifara Software End User License Agreement between the parties shall still govern all relations between Ifara and the Customer. All benefits flowing to licensee under this support contract are dependent on licensee's status as a licensee in good standing.

### **1. GRANT OF LICENSE**

Ifara Tecnologias, S.L. (Ifara) by its acceptance of this Agreement, hereby grants to the Customer a support contract for the software program(s) specified in its associated invoice ("the Product"), and includes the herein described supplemental support services to its software license.

### **2. SCOPE OF SERVICE**

Support will be provided for the current release of the Product. Ifara will investigate, at Ifara, all software problems which are documented and submitted on Ifara's Software Trouble Report Form. All verifiable errors, defects, or malfunctions in the Product will be promptly scheduled for program review, and Ifara shall make a best effort to correct all software problems, provide product updates, or develop a reasonable alternative solution for such problems. Ifara shall have no obligation to provide support, including but not limited to installation, maintenance, debugging and improvements, for any Ifara software, except as Ifara at its sole discretion, shall determine to be reasonable. Examples of such reasonable alternatives include, but are not limited to, provision of a temporary correction or temporary methods of circumvention.

Under terms of this contract, Ifara will provide any interim fixes to the current released version of the Product which may become available for download from Ifara during the contract period. Reasonable fees for documentation, distribution, media, shipping and handling charges will be borne by the customer if physical distribution of fixes or updates is required.

Ifara will also provide support via telephone, e-mail or fax to respond to questions and discussions of procedures, methods, application, and other desired information within reasonable standard Spanish business hours. Ifara's response time is highly dependent upon communication devices available to Ifara. Customers with e-mail, fax and modems will be likely to receive more timely responses.

Ifara may provide without additional charge, revised or updated releases of the software products originally licensed when revised, improved or updated releases are made generally available by Ifara or the Licensor of any related software products. On provision of such releases by Ifara, 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 period of twelve months from the date of their official release, Ifara will be relieved of its obligations hereunder.

On-site consulting, if requested by Customer and subject to availability of Ifara's technical staff, will be provided at Ifara's then current standard rates plus reasonable associated expenses.

Support services shall also include Software Upgrade Notification and free software updates. Ifara will provide e-mail notification of availability of software upgrades and service releases to all registered technical support Customers.

This Agreement, while in force, will also provide access to the Customer via a dedicated user account to Ifara's support website, that includes but is not limited to the following sections associated to the Product: Frequently Asked Questions Database, Software Trouble Reports Form, Software Downloads and Online Documentation (Application Notes, Updated Manuals).

### **3. REPORTING REQUIREMENTS**

Customer agrees to limit use of Ifara support services to occasions when the Product fails to work as set forth in the User's Manual, Developer's Guide, or in general in any of the specifications contained within the literature provided with the Product. Customer agrees to furnish descriptions of malfunctions in the form requested by Ifara's support staff.

Customer also agrees to assist Ifara's efforts to duplicate the software problem reported, and to provide Ifara, at his own expense, with any hardware that Ifara may need to duplicate software problems when these are related to sensors, devices or any systems integration carried out at the Customer's site.

All software problems and enhancement requests shall be reported to Ifara using the Ifara standard Software Trouble Report Form that can be found at <http://www.ifara.com>.

Failure to follow the reporting procedure will serve to release Ifara from any liability associated with the solutions provided. Consistent disregard for the reporting procedure described above may lead Ifara to revoke the customer's right to use the Technical Support Hotline.

Ifara will make every effort to resolve any submitted software problem in a timely manner. When appropriate, our support staff will provide an estimate of time it will take for resolution.

When required for in-depth analysis, Ifara will require customer cooperation in providing additional testing, documentation, direct access to customer's hardware devices or computers or to Ifara's support computer.

### **4. SOFTWARE SUPPORT NOT COVERED BY THIS AGREEMENT**

Ifara, has no obligation under this agreement to support the following:

1. Non-current versions of the Product, when a newer release of the software has been available for more than twelve months.
2. Software problems created by customer negligence.
3. Software problems resulting from hardware malfunction.
4. Serviced software used on a computer system not authorized under this support contract.

## **5. TERM AND TERMINATION**

This support Agreement will become effective the date Ifara receives a one year subscription payment, a signed Ifara Software Technical Support Application Form stating the Product(s) to be covered by this agreement, and validation of its associated software license(s). This Agreement will expire twelve months from the effective date of the Agreement, unless terminated by either party by reason of and upon any violation of the terms and conditions herein.

## **6. FEES AND PAYMENT**

A notification indicating expiration of this Agreement, will be sent annually to the Customer by Ifara by fax or e-mail up to 60 days in advance of its expiration date. If desired, Customer shall then send by fax or e-mail to Ifara a purchase order for a one year renewal at least 30 days before its expiration. In any case, renewals will take at least 30 days for Ifara to process your purchase order, and for your expired Agreement to come to full force again.

Ifara will then invoice the support fees to the Customer. Invoices shall be 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 Ifara in advance to ensure that Ifara's annual invoice is capable of being paid on receipt by the Customer.

Ifara 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 in our proposal shall be always exclusive of any value added or sales taxes.

## **7. LIMITATION OF LIABILITY**

Ifara shall not be liable for damages including, but not limited to, general, special or consequential damages occurring out of or in connection with consulting services, training, or application advice provided to aid in the implementation of Licensed Software. Licensee is exclusively responsible for the supervision, management, and control of its or its Customer's use of the Licensed Software.

## **8. GOVERNING LAW AND GENERAL PROVISIONS**

This Agreement will be governed by the laws of Spain, under the European Union directives, excluding the application of its conflicts of law rules. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue to be in full force without being impaired or invalidated in any way.

This Agreement constitutes the entire support agreement between you and Ifara, and it shall automatically terminate upon failure by you to comply with its terms. This Agreement may only be modified in writing signed by an authorized officer of Ifara.