

RSA SOFTWARE SUPPORT AND UPDATE AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE USING THIS SOFTWARE

A. DEFINITIONS:

- "SOFTWARE" shall mean the computer SOFTWARE program RSA Business Solutions and/or RSA eBusiness Solutions and any related materials furnished with it.
- "RSA" shall mean 174386 CANADA INC (dba RSA SOFTWARE) 2808 Jolicoeur, Montreal Quebec CANADA H4E 1Y9.
- "CUSTOMER" shall mean the original purchaser, either an individual or company.
- "COMPUTER" shall mean a single user computer and/or a network server which has other workstations connected to it and/or computer(s) connected via the internet to RSA's web server(s) using the "SOFTWARE as a SERVICE".
- "SUPPORT AGREEMENT" shall mean this Software Support and Update Agreement. All legal interpretations shall be under the laws of the Province of Quebec, Canada. Any disputes, actions, claims or causes of action arising out of or in connection with this SUPPORT AGREEMENT shall be subject to the exclusive jurisdiction of the provincial and federal courts located in Montreal, Quebec. This SUPPORT AGREEMENT supersedes all prior SUPPORT AGREEMENTS and RSA reserves the right to modify this SUPPORT AGREEMENT at anytime and the changes shall take effect thirty (30) days following notification to the CUSTOMER.
- "SUPPORT INVOICE", depending on the term of your contract, RSA will issue you the CUSTOMER an invoice thirty (30) days prior to the termination of your existing SUPPORT AGREEMENT.

B. ACCEPTANCE

The CUSTOMER agrees to accept the terms outlined in this SUPPORT AGREEMENT. CUSTOMER has a thirty (30) day grace period from the date of the ANNUAL SUPPORT INVOICE to notify RSA in writing that they wish to cancel their SUPPORT AGREEMENT.

C. CANCELLATION

Should the CUSTOMER wish to cancel after the grace period, the CUSTOMER must notify RSA in writing thirty (30) days in advance of the cancellation date. The CUSTOMER agree to pay RSA one hundred percent (100%) of the SUPPORT INVOICE up to the cancellation date (pro-rated on a monthly basis) and also agrees to pay RSA a cancellation fee of twenty-five percent (25%) of the un-used portion of the SUPPORT INVOICE. The CUSTOMER also agrees to pay all collection fees and court costs involved with the collection of a non-paid SUPPORT AGREEMENT.

Failure by the CUSTOMER to pay their SUPPORT INVOICE as per its payment terms can at the discretion of RSA lead to suspension of SOFTWARE SUPPORT and SOFTWARE UPDATES until the CUSTOMER pays their SUPPORT INVOICE in full.

D. RE-STATEMENT

Should the CUSTOMER wish to reinstate a SUPPORT AGREEMENT after cancellation, the CUSTOMER must pay for the complete uncovered time period based on the current retail prices in effect, plus a one-time twenty-five (25) percent surcharge on the un-covered period.

E. SOFTWARE UPDATES

is the mechanism by which the CUSTOMER has the opportunity to benefit from new versions of our base SOFTWARE as they are released. Additionally, updates of our SOFTWARE will also include:

- Features that have been requested by our customers
- Other fixes that may have been developed during the same period.
- **Exceptions** *This does not cover any required data conversion; operating systems, hardware, additional training, payroll tax tables, government initiated legislation which require software programming changes, pre-printed form layouts or the conversion and/or adaptation of any CUSTOMER requested modifications or reports.*

F. SOFTWARE SUPPORT

provides the CUSTOMER support that enables them to get the most out of their SOFTWARE and includes:

- Telephone and e-mail assistance
- Management of customer feature requests
- Software configuration issues
- Access to the RSA Support website.
- **Exceptions** *It does not cover operating systems, backup and/or restoration of the SOFTWARE and/or associated data, re-installation of the SOFTWARE on a different or repaired COMPUTER, accounting issues, Internet connection issues, viruses, spy ware, networking issues, hardware or any other third party software or device. While we will do our best to help support these uncovered issues, they may incur additional charges on a per incident basis.*

G. RESPONSE TIME

Standard support is provided by RSA by email or telephone from Monday through Friday, 9:00 AM to 5:00 PM Eastern Standard time (excluding Canadian Statutory holidays). While we do our best to respond within four (4) support operating hours to a CUSTOMER'S request, no respond time is implied or guaranteed. CUSTOMERS may also purchase, at an additional fee, an extended hours SUPPORT AGREEMENT which extends beyond the hours of standard support.

H. CONTRACT TERM

Your SUPPORT AGREEMENT entitlement period is the term specified on your SUPPORT INVOICE. The SUPPORT AGREEMENT requires that all copies of the base SOFTWARE, as well as additional modules, additional users licenses, extended support hours and additional businesses supported, be included as a part of the SUPPORT AGREEMENT.

I. LIMITATION OF LIABILITY

RSA's maximum liability for damages for any cause whatsoever arising out of this SUPPORT AGREEMENT, regardless of the manner in which claimed or the form of action alleged, is limited to the amount(s) paid to RSA by the CUSTOMER under the terms of this SUPPORT AGREEMENT. This provision shall apply irrespective of any agreement that the CUSTOMER may have with any third party in regards to the use and/or licensing of the SOFTWARE. In no event shall RSA be liable to the CUSTOMER or any other party for loss of profits or for incidental, indirect, special, or consequential damages arising out of any breach of this agreement, regardless of whether the possibility of such damages has been communicated to RSA and regardless of whether RSA has or gains knowledge of the existence of such damages. The warranties specifically set forth herein shall be in lieu of all expenses, expressed or implied, including the warranties of merchantability and fitness for particular use which is excluded.

J. PROVINCE OF QUEBEC CLAUSE

It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la presente convention et tous les documents s'y rattachant soient rediges et signes en anglais.