

FlexMedical[®] End-User License Agreement

END-USER LICENSE AGREEMENT FOR FLEXMEDICAL

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Signature

Date

OCERIS™ Support Agreement

TERMS OF SUPPORT AGREEMENT

This Support Agreement ("Agreement") is a legal agreement between you (either an individual or a single entity) and OCERIS, Inc. ("OCERIS"), USA. OCERIS supports hardware and software under the terms in this agreement. Determination of support cost is based on the types and number of units of items to be supported. An agreement signed by both OCERIS and client with details of units to be supported is required in order for this agreement to be valid.

HARDWARE

Hardware supported by OCERIS includes computer systems, printers, scanners, and networking equipment. Specific hardware to be supported must be agreed upon by client and OCERIS, documented accordingly, and signed by authorized individuals for each party. No changes or additions to hardware under support may be made without renegotiation of agreement and re-authorization by client and OCERIS. **OCERIS does not warrant any units under any circumstances. If determination is made that a unit is defective or has malfunctioned, client is directly financially responsible for costs associated with executing manufacturer's warranty or replacement of the unit.** OCERIS support does not include rearranging or moving of equipment for client.

SOFTWARE

Software supported by OCERIS includes OCERIS FlexMedical® and operating systems on computer systems under support agreement. OCERIS does not support any other software included with computer system or installed by client. While OCERIS does support the client's connection to the Internet, OCERIS does NOT provide support for usage of the Internet or using content of the Internet.

TRAINING

Support of software does not include training or re-training of client's personnel. Training is a completely separate process and is not included in any form in this agreement.

UPDATES TO FLEXMEDICAL® SOFTWARE

Included in support of FlexMedical® is all updates and improvements to modules purchased by client. OCERIS provides all service required to install update and educate personnel of changes related to update. An update does not include any new modules that OCERIS adds, only updates to the existing modules that the client has purchased.

SUPPORT OF ITEMS NOT COVERED BY AGREEMENT

For any action or item not covered by support agreement or equipment not agreed to by OCERIS and client, support can be purchased on an as-needed basis. The fee is \$100 per hour including travel time to and from client's location. Fee will be billed to client with NET 30 terms unless otherwise arranged. OCERIS agrees to keep client informed of time involved and estimations to the best of ability. As with units covered under support, client is directly responsible for costs associated with resolution to a problem.

RESPONSE TIME

OCERIS attempts to respond to all support calls within 24 business hours, but this is not guaranteed. OCERIS core hours of operation are 8am - 5pm, Monday - Friday, except major holidays. A response only includes contact between OCERIS and client and does not assert that the problem will be resolved in any guaranteed time frame. OCERIS agrees to notify client in advance if there will be a period greater than 24 business hours for a support response, provided OCERIS has advanced notice itself. An emergency response for support outside of core hours is available for \$30 per hour in addition to standard quarterly support fee unless other arrangements are made between OCERIS and client.

TERMS OF PAYMENT

Payment of support is quarterly and is due on the 15th of the first month of the quarter. Payments are due: 1st quarter - January 15th, 2nd quarter - April 15th, 3rd quarter - July 15th, 4th quarter - October 15th. Payments are considered late on the 30th and will be subject to a 1½% late fee per month unless other arrangements have been made between client and OCERIS. Support fees are subject to change. OCERIS agrees to notify client, in writing, of price changes 90 days prior to change.

CHANGES TO AGREEMENT

OCERIS reserves the right to change agreement at any time. OCERIS agrees to notify client, in writing, of any changes to this agreement.

TERMINATION OF AGREEMENT

Agreement can be terminated at any time by OCERIS or client, however no support fees will be refunded. OCERIS reserves the right to terminate agreement but agrees to notify client 30 days prior to cancellation. Client may terminate agreement by informing OCERIS in writing, prior to due date of client's next payment.

Client Signature

Date