



Software Support Agreement

TERMS OF SUPPORT AGREEMENT

This Support Agreement ("Agreement") is a legal agreement between _____ (either an individual or a single entity – hereafter known as "Client") and OCERIS, Inc. ("OCERIS"), USA. OCERIS supports the FlexMedical software product under the terms in this agreement.

SOFTWARE SUPPORT

Software supported by OCERIS includes FlexMedical® only. OCERIS does not support any other software included with computer system or installed by client. OCERIS does NOT provide support for usage of the Internet or using content of the Internet.

HARDWARE SUPPORT

OCERIS does not provide support for any hardware under this agreement. OCERIS will determine if an issue is due to software or hardware, and if hardware related, will relay this information to client's IT support staff.

UPDATES TO FLEXMEDICAL® SOFTWARE

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

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.

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 \$150 per hour during normal business hours (8 AM to 5 PM Monday through Friday) and \$225 per hour for afterhours, weekends, and holidays. Client will also be responsible for travel time and/or travel expenses to and from client's location if problem cannot be resolved remotely. Fee will be billed to client with NET 15 terms unless otherwise arranged. OCERIS agrees to keep client informed of time involved and estimations to the best of ability. In the event of a multi-day on-site support call with distance greater than 60 miles of OCERIS offices at 600 Boulevard South SW STE 301, Huntsville, AL 35802, reimbursement of travel expenses will be required.

RESPONSE TIME

OCERIS attempts to respond to all support calls within one business day. OCERIS core hours of operation are 8 AM to 5 PM, Monday through 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 one business day for a support response, provided OCERIS has advanced notice itself. An emergency response for support outside of core hours is available for \$50 per hour in addition to standard monthly support fee unless other arrangements are made between OCERIS and client.

TERMS OF PAYMENT

Payment of support is monthly and is due on the first day of month. Invoices will be mailed or emailed to client's main office. Payments are considered late 30 days after billing date 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 30 days prior to change.

CHANGES TO AGREEMENT

OCERIS reserves the right to modify terms of agreement. OCERIS agrees to notify client, in writing, 30 days prior 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, 30 days prior to next payment due date.

Client Signature

Print Name

Date