

“SUPPORT AND MAINTENANCE AGREEMENT FOR VISURE SOFTWARE”

These Terms and Conditions shall govern the provision of support and maintenance services (the “Support and Maintenance Service”) of the SOFTWARE PRODUCTS by VISURE to the COMPANY. These Terms and Conditions and the applicable ordering document shall together constitute “the Agreement”.

1. DEFINITIONS

In this SUPPORT AND MAINTENANCE Agreement,

- (a) “VISURE” shall mean Visure Solutions Inc.
- (b) “COMPANY” shall mean YOU or the organisation (if any) on whose behalf YOU are taking this contract.
- (c) “Software Products” or “Software” or “Supported Products” or “Products” shall mean VISURE REQUIREMENTS, and any additional modules included in the applicable ordering document. The term “Software” includes, to the extent provided by VISURE: 1) any revisions, updates and/or upgrades thereto; 2) any data, image or executable files, computer software, or similar items customarily distributed with computer software products; and 3) any associated media, electronic and on-line documentation (the “Documentation”).
- (d) “Authorized Contacts” means the person specified by the COMPANY who is responsible for all communication, including case submission, on behalf of the COMPANY and VISURE in relation to the Support and Maintenance Service.
- (e) “Business Days” are Monday to Friday (except statutory bank or other public holidays in the United States).
- (f) “Effective Date” is the commencement date of the Support and Maintenance Service. This date will be the same as the one the license was sent. If the license is not requested by the COMPANY during the next 30 days after the purchase order is received, the effective date will be when the Purchase Order was issued.
- (g) “Enhancement Request” means a request by the COMPANY to add functionality or enhance performance beyond the specifications of the Products.
- (h) “Fees” means the then-current annual fees for the applicable Support and Maintenance Service.
- (i) “Incident” means a single support question relating to the Product that cannot be broken down into subordinate questions.
- (j) “Normal Business Hours”: Monday to Friday 8 a.m. – 5:00 p.m. Pacific Time.
- (k) “Production System” means the Product or part thereof that is being used as a regular part of the COMPANY’s actual day to day business operations.
- (l) “Software Failure” means an Incident reported by the COMPANY to VISURE as a result of a reproducible behaviour that deviates in a material respect from the Product specifications.
- (m) “Software License” means a license between VISURE and the COMPANY in respect of any Products.
- (n) “Technical Support” means questions about Products usage that do not result in registration of a Software Failure.
- (o) “Test Case” means the detailed COMPANY’s instructions that allow VISURE to reproduce an Incident.
- (p) “Third Party Product” means third party software that may accompany the Product but is not part of the Product.
- (q) “Version Number” means the four-part version number in the form xxx.yyy.[zzzz].[ffff] which identifies a Release.
 - (i) “Major Release” means a release to correct any Software Failures, add functionality and/or add new features to the Product and is represented by a change in the xxx component of a Version Number (sometimes referred to as “Upgrades”). Released approx. every 1-2 years.
 - (ii) “Minor Release” means a release to correct any Software Failures and/or add features to the Product and is represented by a change in the yyy component of a Version Number (sometimes referred to as “Updates”). Released at VISURE’s discretion.

- (iii) “Service Pack” (sometimes referred to as “Maintenance Release”) means a release to correct any Software Failures or Product issues and is represented by a change in the zzzz component of a Version Number. Released at VISURE’s discretion.
- (iv) “Hotfix” means a patch created by VISURE to address a specific Software Failure for a single COMPANY and is represented by a change in the ffff component of a Version Number. Released on an ‘as needed’ basis only and will not automatically be made available to COMPANYS until they are rolled up into a Service Pack or Minor Release.
- (r) “Workaround” means a method of operating the Product in a manner that avoids a Software Failure.

2. SCOPE OF THE AGREEMENT

2.1. Subject to these Terms and Conditions, VISURE shall provide the COMPANY with: (a) Support for any Incident which may arise from the COMPANY’s use of the Software (b) the Maintenance Service in accordance with Section 4 below, and (c) Technical Support, as defined in 1.n.

2.2. The Support and Maintenance Service shall only be provided in respect of the Software Licenses specified in VISURE’s or VISURE’s Authorised Reseller’s invoice to the COMPANY. However, whilst those Software Licenses are covered by the Support and Maintenance Service, the COMPANY must also notify VISURE of, and purchase the same Support and Maintenance Service for, any other Software Licenses in respect of the same Product that the COMPANY has, or may acquire, in respect of the same identifiable project or location.

2.3 VISURE provides the support and maintenance services only to

- the current Major Release available at the Effective until two years after a new Major Release is available,
- the current Minor Release at at the Effective until one year after a new Minor Release is available, and
- Any Major or Minor Releases launched during the term of this agreement

2.4. The Support and Maintenance Service does not cover:

- The development of enhancements, adaptations or modifications of the Products.
- The necessary tasks to re-establish the previous situation derived from incorrect operations by the client, causing losses, destruction and/or disruption of Programmes and/or data.
- The correction of anomalies exclusively attributed to the hardware used, the shortcomings in the work environment conditions, together with cuts-off or problems in the electricity supply and which, therefore, have no relation with the Products.
- The repair of the damages caused by computer viruses or faults in other products not related to this contract.
- Travel expenses accumulated by the support and maintenance service.
- Support in the installation, maintenance, tuning or usage of third-party products such as those included in this list: (i) Operating System, (ii) Any other third-party product or tool which might be integrated with the Products, (iii) RDMS Relational Databases Managing Systems, (iv) Microsoft products

Furthermore, VISURE will not be required to correct any Software Failure caused by:

- (a) incorporation or appendix of a feature, program or device to the Product or any part thereof;
- (b) any non-conformance caused by accident, transportation, neglect, misuse, alteration, modification or enhancement of the Product;

- (c) the failure to provide a suitable installation environment;
- (d) use of the Product for other than the specific purpose for which the Product is designed;
- (e) use of the Product in any operating environment other than one certified by VISURE for the Product; or
- (f) failure to incorporate any releases previously provided by VISURE which corrected such Software Failure.

2.4. VISURE may offer Services to help resolve issues that fall outside the scope of the Support and Maintenance Service. These Consulting Services would be provided under VISURE's consulting fees and terms and conditions.

3. TERMS AND FEES

3.1. Subject to Section 13 ("Termination"), the Support and Maintenance Service shall be provided for the Supported Software for the period specified in the ordering document, commencing on the Effective Date and shall be automatically renewed at the end of that period and thereafter for additional one-year periods, unless and until either party gives written notice to the other party not less than thirty (30) calendar days before the end of the then current term that it elects not to extend the term. Any such renewal will be on the same legal terms of the then current VISURE Support and Maintenance Service (including without limitation the applicable Fees) provided that such terms and conditions have been notified to the COMPANY less than sixty (60) calendar days prior to the contract's expiration date.

3.2. If, at the end of a term of Support and Maintenance, the COMPANY declines to renew the Service, and then at a later date, elects to reinstate the Service, the COMPANY will be required to pay a reinstatement fee equal to 150% of the Fees that would have been payable had the COMPANY received the Support and Maintenance Service during the lapsed period.

3.3. Should any Product be added to the basic Licenses package at a later stage, the amount invoiced for the relevant Service will be calculated based on the number of days remaining until the date when the next Annual payment is due. Likewise, said Service shall remain valid until that date. From then on, the basic package Service shall be added to that of the new module for the purposes of subsequent annual renewals.

4. MAINTENANCE SERVICE

4.1. During the term of the Support and Maintenance Service, the COMPANY shall be entitled to download from VISURE website, at no additional charge, any Major, Minor Releases, Service Packs and Hotfixes issued in respect of the Supported Software during that period.

4.2. The delivery to the COMPANY of a Release will not increase the total number of licenses of the Products to which the COMPANY is entitled. Furthermore, each Release shall also be subject to the VISURE's specific product license terms for that Release or any End User License Agreement that the parties may have in respect of the particular product at that time.

5. INCIDENT REPORTING

5.1. Technical Support Engineer ("TSE"): the COMPANY will have access to the TSE staff at the Visure Support Center during Normal Business Hours. The Visure Support Center shall coordinate the resolution of Incidents, including the verification of any reported Incident, communicate with the COMPANY for additional

information, deliver the resolution or Workaround, as applicable, and supply the correction and/or update as necessary.

5.2. Authorized Contacts: All reports of Incidents ("Incident Reports") must be made to VISURE by only one Authorized Contact. The Authorized Contact must have sufficient technical expertise, training and/or experience to perform the COMPANY's obligations under this Agreement and will be responsible for all communications with VISURE relating to this Agreement. The COMPANY will promptly notify VISURE in writing or by e-mail of the names, e-mail addresses and direct telephone numbers of its chosen Authorized Contact. The COMPANY may substitute the Authorized Contact from time to time by giving VISURE at least one (1) week's prior notice in writing or by e-mail to support@visuresolutions.com, including the relevant details for any new Authorized Contact.

5.3. Incidents will generally fall into three categories:

- (i) Enhancement Requests: feature requests or usability improvements.
- (ii) Technical Support: information requests.
- (iii) Software Failures: bug reports.

5.4. Required Information: All Incident Reports must, if applicable, include the following

- (a) The COMPANY's Support and Maintenance Service Agreement Identification Number which VISURE shall notify to the COMPANY upon registration of the Support and Maintenance Agreement.
- (b) The name(s) and Version Number(s) of the Product, including all Maintenance Releases and applied Service Packs or Hotfixes.
- (c) The Software platform(s) and version(s) on which the Product is running. Before reporting an Incident, the COMPANY must verify that the Incident is reproducible on the VISURE certified platform(s) specified for the Product on VISURE's web site.
- (d) A general description of the operating environment.
- (e) A list of all hardware components and their version(s), in the environment.
- (f) A list of operating system versions of all hardware components, including network(s).
- (g) A reproducible Test Case, step by step, that demonstrates the specific usage that causes the Software Failure being reported.
- (h) Log files, trace and system files.
- (i) Exact wording of all related error messages.
- (j) A full description of the Incident and expected results.
- (k) Any special circumstances surrounding the discovery of the Incident.

5.5. Definitions of Severity Levels: VISURE will work with the COMPANY to assign the appropriate Severity Level to all Incidents (other than Enhancement Requests) according to the criteria below. Severity Levels are assigned to allow prioritization of incoming Incidents. VISURE may reclassify Incidents if it reasonably believes that the COMPANY's classification is incorrect, and, in this is done, VISURE will inform the COMPANY.

Incident classification	Incident Category	Incident description
Critical	Impossible to work	An Incident that results in a critical business impact for a Production System; may be assigned to an Incident where the COMPANY experiences (i) a complete loss of service when using a Production System, or (ii) real data loss or data corruption making an essential part of the Production System unusable, or (iii) inability to use a mission critical application within a Production System.
High	Operational critical	The Production System is available but the issue has a business critical impact on it; a function or functions are not available or are not working properly, preventing productive work and affecting people performing a business-critical function.
Medium	Restricted functionality	An Incident that results in a minimal business impact; may be assigned to an Incident where the COMPANY experiences no loss of service and the Incident has no significant effect on the usability of the Product, or a workaround is available
Low	Weaken	The rational usability on the daily business is applicable. The work results are acceptable. Significant part of the user's work is not affected by the weak functions.

5.6. Language: Customer services with VISURE shall only be provided in English.

5.7. Support Channels.

All incidents must be reported via VISURE Support Channels, provided by Visure to the customers. The following email address can be used: support@visuresolutions.com.

- Service Desk Form for Incident Management: Acts as a communication channel between Visure support team members all the team involved in case/incident management and our clients, keeping the customers and users informed by providing confirmation of cases registry, progress and delivery. It also improves the service quality and reduces the response time.
- Releases and services packs: every time a new product version is delivered VISURE will provide COMPANY access to this section for downloading said version with the corresponding technical documentation.

Specific offerings on this VISURE Support Website may vary from time to time at VISURE's discretion.

5.8. VISURE's Obligations: VISURE will maintain an electronic access during Normal Business Hours for the COMPANY to report Incidents and receive assistance. On receipt of an Incident Report, VISURE shall confirm receipt of the Incident Report, notify the COMPANY of the Incident Identification Number that both parties must then use in any communications about the Incident and VISURE shall:- (a) work with the COMPANY to set a Severity Level for the Incident (except for Enhancement Request) in accordance with the severities definition section above; (b) validate the provided Test Case and (c) analyze the Incident and verify the existence of the problem.

5.9. The COMPANY will have access to VISURE web-based Service Desk Portal to check the status of all open incidents reported.

6. RESOLUTION OF INCIDENTS

6.1. VISURE shall maintain an organization that has sufficient technical expertise, training and/or experience to perform the Support and Maintenance Service specified in this document.

6.2. VISURE will give the COMPANY direction and assistance in resolving any Technical Support or Software Failure Incidents. VISURE

will review Enhancement Requests during its normal product revision cycles. However, VISURE shall be under no obligation to incorporate any modifications or new features requested by the COMPANY into any Release.

6.3. VISURE will endeavour to provide initial response to Incidents within the 'time goals' set out in the Table below. These goals shall not apply to Enhancement Requests or to Incidents caused by Third Party Products. If the nature of the question prevents VISURE from providing an initial response or resolution within that period, VISURE will give the COMPANY an estimate as when the initial response and resolution can be expected. The "time goals" take into account that the COMPANY will register the incident associating a proper Test Case.

Incident severity	Initial Response Time Goal
Critical	< 12 working hours
High	< 18 working hours
Medium	< 24 working hours

Visure will use commercially reasonable efforts to respond to service calls from your authorized callers. Our initial response may result in resolution of your request, or it will form the basis for determining what additional actions are required to achieve technical resolution of your request. Depending on the complexity of your request, the next response may take days.

"Response Time": means the time period within which VISURE will contact a COMPANY to acknowledge an Incident Report.

6.4. VISURE's obligation to provide the Support and Maintenance Service is conditioned upon the COMPANY: (i) following all VISURE's installation, and maintenance instructions; (ii) making reasonable efforts to resolve any Incident after consulting with VISURE; (iii) providing VISURE, at VISURE's reasonable request, with data, information, assistance, materials and access to equipment as necessary; (iv) promptly installing all delivered Service Packs or Hotfixes; and (v) procuring, installing and maintaining all equipment, communication interfaces and other hardware necessary to operate the Products.

6.5 When fixes are included in Service Packs or Minor Releases (at Visure sole discretion), customer will have to upgrade to the corresponding Release or install the Service Pack to benefit from the fix.

7. PRODUCT LICENSE TERMS, PROPRIETARY RIGHTS

7.1. All Support and Maintenance Services hereunder (including the provision of Releases and corrections) shall be provided to the COMPANY subject to and in accordance with the COMPANY's relevant Software License. Consequently, without limiting the generality thereof, (a) such services shall, in addition, be subject to such additional disclaimers of warranties and limitations on liability as are provided in the Software License, and (b) VISURE shall retain title to all such Releases and corrections provided.

8. CONFIDENTIAL INFORMATION

8.1. "Confidential Information" means all information of either party that is not generally known to the public, whether of a technical, business or other nature, in tangible or intangible form, that is disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") or that is otherwise learned by the Receiving Party in the course of its discussions or business dealings with, or its physical or electronic access to the premises of, the Disclosing Party, and that has been identified as being proprietary and/or confidential or that by the nature of the information and/or the circumstances surrounding the disclosure or receipt ought to be treated as proprietary and confidential.

8.2. General Nondisclosure Obligations. Each party must hold the other party's Confidential Information in confidence, and use the same degree of care (but not less than reasonable care) to safeguard such Confidential Information as the party uses to protect its own Confidential Information of a similar nature. Confidential Information may only be used for exercising rights and fulfilling obligations under this Agreement.

8.3. Exceptions to Nondisclosure Obligations. The obligations of this Clause 9 do not apply to Residual Knowledge or information which (i) was in the Receiving Party's rightful possession without an obligation of confidentiality before receipt from the Disclosing Party, or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party, or (iii) is rightfully received by the recipient from a third party without a duty of confidentiality, or (iv) is independently developed by the Receiving Party without reliance on the Confidential Information, or (v) is required to be disclosed under operation of law (in which case, the party concerned will endeavor to notify the other party within a reasonable time prior to disclosure and to allow the other party a reasonable opportunity to seek appropriate protective measures or other remedies prior to disclosure).

9. PERSONAL DATA PROCESSING AND PROTECTION

9.1. VISURE will scrupulously respect the confidentiality of the personal data submitted by the COMPANY, as well as any measures necessary for their processing according to the observance of the regulations in force on the protection of data and, among others, the provisions of the Spanish Organic Law 15/1999, of 13 December, on the Protection of Personal Data.

9.2. The personal data that the COMPANY provides to VISURE will be processed by Visure Solutions, Inc. 100 Pine Street, Suite 1250 San Francisco, CA 94111, USA in order to use them for the maintenance of the business relationship between VISURE and the COMPANY.

9.3. If the COMPANY wishes to exercise his/her access, rectification, cancellation and opposition rights, he/she will have to contact in writing VISURE at the abovementioned address enclosing his/her identity card or passport.

10. LIMITATION OF LIABILITY

10.1. In no case VISURE nor any of the members of his/her business group, agents, employees or independent personnel will be held, nor be expected to be held liable for: (i) Loss of benefits, income or clients, loss or waste of the organization time of other employees (whether directly or indirectly); (ii) Loss or destruction of data (whether directly or indirectly); (iii) Any indirect, special, incidental or general loss or damage, no matter how it is caused, even if the provider has been informed of the loss or damage risk and even if any of the parties has been informed of the possibility of such loss or damage, whether it is due to negligence, a minor fault, breach of contract or anything else. (iv) Any defect, anomaly or error in the Products product operation.

10.2. Subject to what is stated previously, the maximum liability limit of VISURE derived from this contract or in relation therewith, for any concepts, whether it is contractual or non-contractual fault, negligence or punitive compensations or of any other nature, is established at an amount equal to the sum received by VISURE from the COMPANY for the present contract.

11. CONFLICT RESOLUTION

11.1. The present contract and the rights and obligations deriving there from will be governed by the provisions of the Spanish Laws in force at the acceptance of the present document.

11.2. Any dispute, conflict and/or discrepancy that may arise or related in some way to the present Contract will be exclusively settled by arbitration in the State of California, USA, and it shall be governed and construed in accordance with the laws of the State of California.

12. LANGUAGE

12.1. These Conditions as well as other documents relating hereto have been and shall be drawn up in English only. This English version shall be valid and enforceable between the parties and both of them understand entirely any and all of its clauses.

13. TERMINATION

13.1. Termination for Breach. Either party may immediately terminate this Agreement by written notice to the other party if the other party fails in any material respect to perform or observe any of its obligations under this Agreement, and, if failure is not cured within thirty (30) days after written notice thereof from the terminating party.

13.2. The COMPANY will indemnify, hold harmless, and defend the VISURE and its suppliers and resellers from and against any and all claims or lawsuits, including attorney's fees, which arise out of or result from your breach of any of the terms and conditions of this contract.

13.3. Bankruptcy. Either party may terminate this Agreement immediately by written notice to the other party in the event of (i) any assignment of the other party's assets for the benefit of creditors, (ii) any dissolution of the other party, (iii) any order or resolution for the winding up of the other party, (iv) any voluntary act of bankruptcy by the other party, (v) any involuntary filing under any bankruptcy law against the other party which is not dismissed within thirty (30) calendar days of filing, (vi) any appointment of a receiver, liquidator, administrative receiver or manager over all or any part of the other party's business or assets or (vii) the other party suffering anything analogous to any of the foregoing in any jurisdiction.

13.4. Effect. Upon expiry or earlier termination of this Agreement for any reason:- (i) all rights granted to the COMPANY under this Agreement will immediately cease, except for the right to use any Releases delivered in accordance with Section 4 above, subject to the terms of the COMPANY's relevant End User License Agreement; (ii) all outstanding obligations or commitments of either party to pay amounts to the other party, if any, will become immediately due and payable; and (iii) neither party will have any right to receive any compensation, reimbursement or other amounts from the other party solely as a result of such expiry or termination.

14. WARRANTY AND DISCLAIMER

14.1. VISURE WARRANTS THAT THE SUPPORT AND MAINTENANCE SERVICE WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. SUBJECT TO THAT, THE SERVICES ARE PROVIDED BY VISURE "AS IS". VISURE DISCLAIMS ALL IMPLIED WARRANTIES (WHETHER IMPLIED BY STATUTE, COMMON LAW, COLLATERALLY OR OTHERWISE) WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. VISURE DOES NOT WARRANT THAT THE SERVICES OR ANY DELIVERABLES CREATED FOR THE COMPANY WILL MEET COMPANY'S REQUIREMENTS OR THAT THE PERFORMANCE OR OPERATION THEREOF WILL BE ACCURATE, UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT THAT VISURE MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

15. MISCELLANEOUS

15.1. Force Majeure. Neither party will be liable to the other by reason of any failure of or delay in the performance of its obligations under these Terms and Conditions, except for obligations to pay money, to the extent such failure or delay is due to circumstances beyond its reasonable control (collectively "Force Majeure"), nor will any such failure or delay give the other party the right to terminate the Support and Maintenance Service. Each party will use its best efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event. Such Force Majeure events will include (without limitation) accidents, acts of God, labor disputes, actions of any government agency and shortage of materials. In the event VISURE's personnel fail to perform the Services because of illness, resignation or other causes beyond VISURE's reasonable control, VISURE shall use its commercially best reasonable efforts to replace such personnel within a reasonable time, but shall in no event be liable as a result of its inability to do so.

15.2. Likewise, in case any clause and/or mention of this contract was declared null or annulable by a competent person or entity to do so in accordance with the applicable legislation in force at each moment, and as long as these clauses are not of an essential nature for the present contract, the rest of the clauses and provisions of the present contract will remain in force and will be applicable in the terms established in this agreement.

15.3. This contract is the final, complete and exclusive statement of the entire agreement between the parties regarding the Products support & maintenance service. This contract supersedes any prior and contemporaneous proposals, purchase orders, advertisements, and all other communications in relation to the subject matter of this contract, whether oral or written. No terms or conditions, other than those contained in this contract, and no other understanding or contract which in any way modifies these terms and conditions, shall be binding upon the parties unless entered into in writing executed between the parties, or by other non-oral manner of agreement whereby the parties object.