



Service Level Agreement

This agreement is between FUTURESOFTE, INC., which is a corporation organized and existing under the laws of the State of Texas, USA, with a principal place of business at 12012 Wickchester Lane, Suite 600, Houston, Texas 77079 USA and the customer or entity ("End User") that has purchased Support and Maintenance for Products. The support and maintenance terms for Products are covered under this FS Service Level Agreement (hereinafter referred to as "Agreement") for Products.

1. DEFINITIONS. For purposes of this Agreement, the following definitions shall apply to the respective capitalized terms:

Authorized Reseller. An entity authorized by FS to resell the Products and provide the services as outlined herein.

Effective Date. The date of the Support and Maintenance invoice.

Enhancement. Any modification or addition that, when made or added to the Products, materially improves its existing utility, efficiency, functional capability, or application. Enhancements may be designated by FS as minor or major, depending on FS's assessment of their value and/or the functionality added to or modified in the pre-existing Products.

End User. Any entity or customer which has purchased Products, in order to utilize for its own end use the functionality of Products.

Error. Any failure of the Products to conform in all material respects to its published user documentation. Any non-conformity resulting from End User's misuse, improper use, alteration, or damage to the Products, or End User's combining or merging the Products with any hardware or software not identified as compatible by FS shall not be considered an Error. FS is the sole determinant of what constitutes an Error.

Fix(es). A Fix is usually a change, either a modification or addition, to the Products that, when made or added to the Products, establishes material conformity of the Products to the published user documentation. A Fix may be in the form of a patch (a modification of an existing binary file), a replacement module, a special program or a change in the published user documentation. FS will also provide the documentation as required for End User to implement the Fix.

Maintenance Release. A Maintenance Release of the Products is defined as a change in the ZZ component of the X.YY.ZZ version number.

Major Release. A Major Release of the Products is defined as a change in the YY component of the X.YY.ZZ version number.

On-going Support Services. FS or an Authorized Reseller will provide front-line support to End User by providing Support Services as described herein. Support Services include (i) First Line Support to End User, (ii) Communication Mechanisms and (iii) Subsequent Releases.

New Feature. Any modification or addition that, when added to the Products, creates a new utility, efficiency, functional capability, or application. New Features may be designated by FS as major or minor, depending on FS's assessment of their added value and/or functionality in the new Release of the Products.

New Version. A New Version of the Products is defined as a change in the X component of the X.YY.ZZ version number.

Normal Working Hours. In the United States, the hours are Monday through Friday from 7:00 AM to 7:00 PM Central Time excluding regularly scheduled FS holidays.

Products. The application products developed and/or sold by FutureSoft that have been purchased by End User and are covered under a current Agreement. The application products that can be covered under an Agreement include:

- a. The family of DynaComm i:series products including: DynaComm i:filter, DynaComm i:mail; DynaComm PointGuard and Traffic Monitor;
- b. DynaComm Connectivity Series 9, DynaComm Connectivity Series 8 and Web Server Edition Series 8, as well as the TN3270, TN5250, Tandem 6530, HP 700/94 and AT&T 4425 client options;
- c. DynaComm UTS, DynaComm Web UTS; and
- d. MultiView 2000, MultiView 2007, MultiView 2000 Server Edition, MultiView 2008 Server Edition and MultiView Mascot.



Service Level Agreement

Release. Any version(s) of the Products that may include Fixes, Enhancements and/or New Features.

Support Period. FS will support each Major Release of Products from the date of the Release until 365 days (one year) after the date of the subsequent Major Release of Products or until termination of this Agreement. However, Fixes will only be provided in the then current release of the Products.

Workaround. A Workaround is usually a set of procedures that an End User follows to circumvent or mitigate the impact of an Error. The Error still exists. A Workaround may be provided at FS’s discretion in lieu of a Fix for a specific Error.

2. SCOPE OF SUPPORT SERVICES. During the term of this Agreement, FS or an Authorized Reseller shall provide the following services in support of the Products, during Normal Working Hours, subject to payment of the Support Fees as itemized on the invoice.

Named Contacts. FS or an Authorized Reseller will designate a Support Contact who shall be the authorized support contact between FS and End User.

2.1. First Call Support. This service permits End User to obtain information directly from FS or an Authorized Reseller. The Telephone Support line is intended to answer questions related to the operation, installation, configuration and documentation of Products, and to enable End User to report problems. FS or an Authorized Reseller will work with the End User to determine if a problem exists. End User must adequately define any problem so that FS or an Authorized Reseller can reproduce the problem. End User must provide FS or an Authorized Reseller with all required information and assistance to enable FS or an Authorized Reseller to reproduce and verify problems.

2.2. Communication Mechanisms. FS or an Authorized Reseller agrees to communicate with End User by telephone, written documentation or other electronic methods. The FS and/or Authorized Reseller’s telephone support line service is available to the End User during Normal Working Hours.

2.3. Subsequent Release. FS or an Authorized Reseller will advise End User of the shipment date of each subsequent Release. End User has the right to receive subsequent Releases of Products as specified below. There are three categories of Releases: Maintenance Release, Major Release and New Version. Upon written request of End User, Maintenance Releases and Major Releases will be shipped to End User. End User will be responsible for shipping and handling charges. Upon written request of End User, New Versions of the Products will be shipped to End User. Provided that in FS’s sole judgment, the New Version does not exceed the functionality in End User’s previously purchased Products, the End User will only be responsible for shipping and handling charges.

3. FEES AND CHARGES. End User agrees to pay FS or an Authorized Reseller fees and charges based on the invoice. In order for this Agreement to be effective all Products licensed by End User to date must be included.

After the initial support & maintenance fee is paid, any subsequently purchased Products are subject to an additional support & maintenance fee. Such additional support & maintenance fee will be the pro-rated portion of the annual rate for the additional Products. Any additional support & maintenance fee not paid for at the time of additional purchases of Products, regardless where the Products are purchased, gives solely to FS the option of terminating this Agreement. Purchases of Products directly from FS will automatically include the additional support & maintenance fee and will be coterminous.

Any request by End User for FS to go on site to diagnose a problem is billable at the Consulting Services fee listed below. End User agrees to pay FS fees and charges within 45 days after invoice.

Description	Fee Schedule
Consulting Services	\$2,000.00 USD per day plus expenses

FS will support each Major Release of Products from the date of the Release until 365 days (one year) after the date of the next subsequent Major Release of Products or until termination of this Agreement. However, Fixes will only be provided in the then current release of the Products. If End User requests in writing continued support for a prior Release, then problems requested by End User to be fixed on the prior Release will be addressed at FS’s prices for Consulting Services within a time frame agreed upon between End User and FS.



Service Level Agreement

4. PROPRIETARY RIGHTS. To the extent that FS may provide End User with any Fixes or Enhancements or any other Releases of Products, End User may install one (1) set of the Products in the most current form provided by FS and in a manner consistent with the requirements of the License Agreement for the number of Licenses purchased.

End User may not use, copy, or modify the Products or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized under the terms of the Products License Agreement.

The Products, including any associated intellectual property rights, are and will remain the sole property of FS and its licensors, regardless of whether End User or its employees may have contributed to the conception or authorship of such work, joined in the effort of its development, or paid FS for the use of the work or product.

5. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FS AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES CONCERNING THE PRODUCTS OR THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL FS'S CUMULATIVE LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL FEES PAID TO FS BY END USER. IN NO EVENT SHALL FS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF WHATEVER KIND AND HOWEVER CAUSED, WHETHER IN CONTRACT OR TORT, EVEN IF FS OR ITS LICENSORS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, THE APPLICATION OF WHICH IS EXPRESSLY EXCLUDED, SHALL NOT GOVERN THIS AGREEMENT.

6. TERM AND TERMINATION. The term of this Agreement is initially for a period of at least twelve (12) months commencing on the first day following the Effective Date for the annual Support and Maintenance Fee that applies to the Products. Thereafter, the term shall automatically renew, for successive periods of one (1) year upon payment of renewal Support Fees unless and until terminated pursuant to the paragraph below. In no event, however, shall the term extend beyond the prescribed term of the License Agreement for Products.

This Agreement may be terminated as follows: (i) upon termination of the License Agreement for Products; (ii) upon expiration of the then current term of this Agreement; (iii) upon failure of End User to pay annual Support Fees for Products; (iv) upon thirty (30) days' prior written notice if either party has materially breached the provisions of this Agreement and has not cured such breach within such notice period; (v) upon thirty (30) days' prior written notice by End User.

In no event will any fees paid under this Agreement be refunded in full or in part on or following termination.

7. MISCELLANEOUS. This Agreement is the complete and exclusive statement of the parties with respect to the subject matter contained herein, and it supersedes and merges all prior proposals, understandings, and agreements whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

rev. 8-26-2009