

Annual Service Agreement

This Annual Service Agreement is between Applied CIM Technologies, Inc. and the CRIBWARE license holder:

General

For the Fees paid, Applied CIM Technologies will provide the described services to End-User for the most recent version of the delivered CRIBWARE product, as released by Applied CIM Technologies. Applied CIM Technologies will cease supporting a version release 1 year after (1) the release of a new version, or (2) Applied CIM Technologies ceases such release's general commercial distribution.

Annual Service is available at the time the CRIBWARE software is licensed, and upon annual renewal. Annual Service can be maintained if an Annual Service Agreement is renewed prior to its expiration. Service must be purchased for all users and modules at a site.

Services

1. Telephone, FAX, and E-mail support: Applied CIM Technologies will provide telephone support Monday through Friday, between 8:00 a.m. and 5:00 p.m., Central Time. Reasonable efforts will be made to answer telephone calls as received; however, if no support representative is immediately available, and End-User requests a response, Applied CIM Technologies shall make reasonable effort to return End-User's call within two business hours. Applied CIM Technologies will respond to problems communicated via FAX or E-mail within one business day.
2. Correction of Software Problems: if the CRIBWARE software does not function as specified in the documentation, Applied CIM Technologies will make reasonable effort to correct reported problems. However, Applied CIM Technologies does not have the responsibility to correct any problems (1) that are based on End-User's use of a non-current release of CRIBWARE if such problems would be avoided by using the then-current release; (2) arising from the use of any non-compatible computer software, hardware, or bar code equipment, or (3) arises from the use of software that has been added to or modifies or is used in combination with the CRIBWARE software.
3. Software Updates: New features to or new release versions of CRIBWARE will be available to the CRIBWARE user on CD-ROM or the Applied CIM Technologies' secure web site, for a shipping and handling charge only. A minimum of one software release will be available each year.
4. Documentation Updates: Documentation updates will be available electronically on the CRIBWARE CD-ROM. A printed copy of such documentation is available to users for shipping and handling charges only.
5. Secure Web site: Applied CIM Technologies has a secure web site that will be available to technical support customers 24 hours a day, seven days per week.
6. Microsoft Operating System Updates and Fixes: As member of the Microsoft Developer Network, Applied CIM Technologies, Inc. maintains, as much as possible, compatibility with the latest operating system fixes and updates. In the event that an operating system fix or update causes some incompatibility with the CRIBWARE application, Applied CIM Technologies, Inc. will provide a best effort to quickly reconcile the problem or incompatibility.

Services NOT covered

Database creation, population, and maintenance; classroom or onsite training; system reconfiguration; custom report generation; hardware diagnostics, repair, and reprogramming.

In-warranty hardware repairs are the sole responsibility of the dealer or customer. Applied CIM Technologies, Inc. will facilitate warranty repairs by providing manufacturer warranty contact information. If warranty repairs are shipped to Applied CIM Technologies, Inc., shipping costs are the sole responsibility of the dealer or customer and an administrative fee will be billed.

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Conditions

All CRIBWARE software modules licensed to the CRIBWARE user must be covered under one contract. End-users must provide Applied CIM Technologies with telephone and E-mail contact information.

Adding Modules and Users

Additional modules and users may be purchased while the CRIBWARE system is under an Annual Service Agreement. The Annual Service Agreement on the new module or additional users will be prorated for the balance of the term of the contract. Upon renewal, the total value of base products will be used to recalculate the Annual Service Agreement renewal price.

Term of Contract

The initial Term is 12 months from the shipment date of CRIBWARE to the CRIBWARE User. It is renewable yearly thereafter for the then current Fee if there has been no lapse in the period of service coverage. Additional fees will be required should an Annual Service Agreement lapse. (See below for explanation.) The Annual Service Agreement must be renewed every 12 months in order to continue receiving new versions and other benefits.

After Expiration

If CRIBWARE User elects not to renew the Annual Service Agreement, and later wants to reinstate its Agreement, a reinstatement fee, in addition to the annual fee, will be charged at such time that renewal is needed.

If technical support is needed and CRIBWARE User does not have a current Annual Service Agreement, an hourly rate of no less than \$125/hr, per incident, with a \$125 minimum will be charged prior to support being provided. This support must be paid for with a valid, major credit card.

AGREED BY END USER:

LICENSEE: _____

State/Province of _____ [] corporation, [] Partnership, or [] Sole Proprietorship

Address: _____

Signed: _____

By (Print): _____

Title: _____

Date: _____

End-User Phone Number: () - - End-User FAX Number: () - -

ACCEPTED BY:

Applied CIM Technologies, Inc. - a Minnesota Corporation

15200 - 25th Avenue North

Minneapolis, MN 55447

Signed: _____

By: _____

Title: _____

Date: _____

* All prices are subject to change without notice.