

Terms and Conditions for Software Maintenance

This Terms and Conditions is about the Software Maintenance services performed by Interactive Quality Support Ltd. (IQS) to the Contractor . IQS is only willing to provide these maintenance services on conditions that you accept all of the terms and conditions listed below. IQS reserves the right to adapt the Terms and Conditions according to technical changes and others. Software Maintenance service shall commence upon System installation and acceptance of these conditions.

Terms and Conditions

- 1) During the term of this Agreement, IQS will provide the maintenance and support services described herein, so as to maintain the Software in good working order, keeping it free from material defects so that it functions properly and in accordance with the accepted level of performance as set forth in the License Agreement.
- 2) IQS will provide software updates, patches and enhancements to maintain this Software. These enhancements are offered to holders of a valid Software license.
- 3) All software updates and enhancements provided by IQS and pursuant to the terms of this Agreement shall also be subject to the terms and conditions of the Software License Agreement. Updates will be provided on an as-available basis. If requested, IQS will provide on-site assistance in the installation of Updates on a time and materials basis, plus expenses.
- 4) IQS assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Software if the User has made changes to the system hardware/software configuration or modifications to any supplied source code which changes in effect the performance of the Software and were made without prior notification and written approval by IQS. IQS assumes no responsibility for the operation or performance of any User-written or third-party application.
- 5) The User has the right to inform IQS of any errors and/or bugs reported in the Software using Ticketing System on IQS website or use other communication devices. IQS will make an effort to correct the errors and/or bugs reported within reasonable amount of time.
- 6) Software Maintenance is conditioned upon provision by the User of reasonable and appropriate access to the system(s) running the Software, including, but not limited to, passwords, system data, file transfer capabilities, and remote log-in-capabilities. IQS will maintain security of the system and use such access only for the purposes of this Agreement.
- 7) IQS will comply with the User's security procedures. Information accessed by IQS employees as a result of accessing User's system shall be deemed confidential information pursuant to the terms of the Software License Agreement executed concurrently between the parties hereto.

8) The Maintenance Agreement does not include hardware vendor operating systems and other system software, User-developed software, and third-party software (except eZ Systems AS software included in our Agreement).

9) Maintenance Services do not include any of the following: (1) custom programming services; (2) on-site support, including installation of hardware or software; (3) support of any software not covered; (4) training; (5) out-of-pocket and reasonable expenses, including hardware and related supplies.

Exclusion of Liabilities

This software is provided 'as is' and any expressed or implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are disclaimed. In no event shall the authors or contributors be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of this software, even if advised of the possibility of such damage.

User acknowledges and agrees that the maintenance fees charges by IQS under this agreement do not include any consideration for assumption by IQS of the risk of User's consequential or incidental damages or of unlimited direct damages. Accordingly, IQS shall have no liability with respect to its obligations under this agreement for consequential, exemplary, or incidental damages, even if it has been advised of the possibility of such damages.

General terms

Each party acknowledges that it is bound by the terms of this Agreement. This Terms and Conditions may be modified by IQS and republished. In consequence of this Contractor is entitled to terminate Maintenance services with three months notice within 4 weeks after republicment.