

INDEX DATA

SUPPORT AGREEMENT FOR [PRODUCT NAME]

This document specifies the terms and conditions of an optional support agreement (the Agreement), offered by Index Data (ID) to users of [Product Name].

The Service Comprises:

- Unrestricted access to source code and binary files (for a restricted set of platforms) for the Software and any requisite supplementary tools, in tested and mutually compatible versions.
- New releases, distributed periodically (e.g. every quarter) or as change warrants, via the Internet or CD-ROM.
- Telephone or email advice concerning the use of the Software.
- Assistance in problem resolution, either in general or specific to the platforms covered by the Agreement (see below). The basic service covers an average of nine problem resolutions per quarter (i.e. Three problem resolutions per month on average).
- Guaranteed attendance to bug reports within five working days.
- Guaranteed patches/repairs for reproducible bugs with a major effect on critical functions within ten working days, and within 30 working days for all other bugs.

A "bug" means A situation or condition where the software does not behave as the documentation or reasonable expectation suggests it should.

"Reproducible" means that a bug must be reproducible by our staff. Bug reports that are missing one or more of the following pieces of information may not be reproducible:

- operating system used
 - version of software used, including versions of its required dependencies required dependencies
 - description of the buggy behavior, and the expected behavior
 - sample data and configuration files to enable Index Data to reproduce the bug on the company's own development platforms
- Attendance to bugs in the software is not counted as "problem resolutions" (see above).

In general, support under this contract covers answers to specific technical how-to questions/concerns and bug fixes. It does not cover extended instruction on how to use the software or perform various functions, analytical help determining the best way to use the software, or enhancements on demand.

NOTE: ID assumes no responsibility for the use of the Software, or for any accidents or losses caused, directly or indirectly by the use of the Software. See the standard distribution license for details

To simplify communication, all contact related to the Agreement between ID and the Customer must be facilitated by one of two contact persons from the customer's organisation.

Obligation of Customer to Provide Access

ID requires customer to provide SSH access to customer's servers hosting the supported applications. Such access is a prerequisite for ID providing the support services listed above.

Cost of the Service:

The basic price is US \$X,XXX per year, and covers support for a recent version of one of the following operating system platforms, identified in advance: Solaris, Windows, and various flavors of Unix or Linux. The specific platform version is subject to prior approval by ID. For some platforms, it may be necessary for the Customer to provide access to an example of the platform at the cost of the client – either by loaning a running system to ID for the duration of the Agreement, or by supplying ID with access to a development system over the Internet. If more than one platform is supported, an additional cost will be charged per year per platform, depending on the number and type of platforms.

NOTE: Customer is free to use the Software on any number of platforms not covered by the Agreement, provided customer is prepared to resolve platform-specific problems without assistance from ID.

The cost of this agreement may be adjusted annually by ID at the anniversary of its beginning date.

Terms of Payment:

The annual fee for support will be due upon contract signing or upon the date of annual renewal of the contract, unless other arrangements are made in writing between customer and Index Data. Initial support will not commence until after payment has been received. Payment will be due in full 30 days after invoicing, after which customer assumes a liability for interest payments of 1% per month on the unpaid balance.

Formal Agreement:

This agreement begins on _____ and remains in effect until canceled, in writing, by either party. If the agreement is canceled by the customer, any amount pre-paid for the current quarter cannot be reclaimed.

This document constitutes a formal offer and agreement to the terms set out above if, and only if, it is signed below by both parties within 30 days of each other. Please indicate consent by returning a signed copy of this document to Index Data, together with the following information:

PLATFORMS COVERED: _____

INSTITUTION NAME: _____

BILLING ADDRESS: _____

INVOICING CONTACT: _____

TECHNICAL CONTACTS: _____

ACCEPTANCE BY CUSTOMER: _____ DATE: _____

Printed Name: _____
Position: _____

ACCEPTANCE BY INDEX DATA _____ DATE: _____

Printed Name: _____
Position: _____