

IMI SOFTWARE MAINTENANCE TERMS

1. Scope

These Software Maintenance Terms apply to any software (“the Licensed Program”) licensed by INFORMATION MAPPING INTERNATIONAL NV, with registered offices at Ghelamco Arena, MeetDistrict, Ottergemsesteenweg Zuid 808, bus 340, 9000 Ghent, Belgium and with company number 0811.076.881 (hereinafter referred to as “IMI”).

The IMI Software License Terms and the IMI General Terms and Conditions apply to the maintenance services and complete these Software Maintenance Terms to the extent that these terms don’t expressly provide otherwise.

2. Maintenance

2.1 IMI will deliver the following general maintenance services:

- a. First-line-support via the IMI website.** IMI will provide access to the support information on its website: www.informationmapping.com. This website explains the basic functioning of the software that will allow Licensee to install and run the Licensed Program. IMI will make reasonable efforts to keep this information up-to date.
- b. New versions.** IMI will from time to time provide Licensee with updates of the Licensed Program. IMI is entitled to provide updates wherein in its sole discretion certain functionalities have been changed or extended in case these contribute in general to the good or ameliorated functioning of the Licensed Program. Licensee shall install these updates according to the instructions on the IMI website. IMI does not support non-updated versions, and these Software Maintenance Terms do not apply to such old versions.

IMI will provide Licensee with updates by sending a download link to Licensee by email enabling Licensee to download the update from the IMI website and activate it with his existing key. IMI may use other means to distribute updates of the Licensed Program or new versions thereof, if such other means are in the opinion of IMI more appropriate.

Software releases that constitute in IMI’s opinion new software suites or upgrades are not included in these maintenance services and must be purchased separately. Version releases are typically indicated by the number before the first point (e.g. 4.0). Upgrades are typically indicated by the number after the point (e.g. 4.1). Updates are typically indicated by the number after the second point (e.g. 4.1.1).

2.2 Personal maintenance services:

Second-line-support. IMI does not deliver any general maintenance or support services other than those listed in 2.1. In case Licensee requires personal support or assistance, Licensee must purchase support via the IMI website. Support hours need to be purchased prior to contacting the IMI helpdesk.

When Licensee contacts the IMI helpdesk, the IMI helpdesk will open a support ticket. Under each ticket one single issue as identified by the IMI helpdesk will be addressed. One request may cause plural tickets to be opened.

Support is charged on an hourly basis, with increments of 30 minutes. The minimal support charge is 30 minutes per ticket. The support is delivered on a prepaid basis. The IMI helpdesk may request Licensee to purchase additional support time prior to completing a ticket.

On working days from 9.00 am to 4.30 pm Eastern Standard Time, IMI will (i) assist Licensee via telecommunication or email in solving installation, configuration and functional issues and other issues that cannot be solved after adequate research in the documentation and help functions provided and (ii) to the best of its efforts, provide Licensee with solutions and corrections for possible issues that have been notified by Licensee.

After Licensee's request has been answered as reasonably determined by IMI, IMI will close the ticket.

The support is available only via the helpdesk. This desk can be reached by phone on the number +1-800-463-6627, and by e-mail on support@informationmapping.com.

In case IMI in its sole discretion determines that the reported issue is caused by a bug or malfunction of the Licensed Program, IMI will refund the support cost.

3. Problem reporting

Whenever Licensee reports on a problem, Licensee will provide accurate information with respect to the specifications of his system, as well as the necessary documentation with respect to the occurring of the problem. IMI is entitled to contact Licensee to obtain data to allow IMI to reconstruct the reported problem.

IMI only responds to problems (i) if IMI disposes of sufficient information and (ii) if IMI is able to reconstruct the problem. In case Licensee fails to provide the necessary information or IMI cannot reconstruct the problem, IMI will close the ticket without refund.

4. Response

IMI will respond within 24 hours to requests and attempt to resolve them as soon as possible.

In case Licensee fails to respond to a request of IMI for a period of 30 days, IMI will close the ticket without refund.

5. Not supported issues

These Software Maintenance Terms do not apply to any Licensed Program that has been modified by Licensee or a third party without permission of IMI or that has been installed on a system that does not meet the minimum requirements for such Licensed Program.

In case Licensee's system does not meet the minimum requirements as specified on the IMI website www.informationmapping.com, in case a third party or Licensee, whether or not due to force majeure, has modified the Licensed Program, in case running other computer programs than a Licensed Program on the same operating system causes a malfunction of the Licensed Program, or in case the issue is caused by environmental issues (only on Licensee's system), IMI shall not be responsible for the maintenance of the Licensed Program.

When any such situation occurs, IMI shall have no obligation to maintain such Licensed Program and IMI will close open tickets without refund.

6. Term

IMI will by law and without giving notice stop providing maintenance services at the moment that (i) the Licensee's license on the Licensed Program terminates for whatever reason or (ii) the Licensed Program is an old version that is no longer supported by IMI. The IMI website mentions the supported versions of the Licensed Program.

7. Rights and obligations with respect to modified software

Each Licensed Program, to the extent that it would be modified as a result of the IMI maintenance services, will replace as modified version the original or previous version of such Licensed Program and henceforth be subject to all rights and obligations as mentioned in the IMI Software License Terms.