

Software Warranty Service consists of:

Defect Reporting. For Critical Defects, the Customer will have 24x7 access to the Service Centre by e-mail or phone to request defect repair, as described below. "Critical Defect means that the application is down or is at high risk, business functions cannot be conducted, or the Customer is experiencing continual failures or data corruption as a result of the defect. To report non-critical defects, the Customer will have e-mail or phone access to the Service Centre during the Principal Period of Maintenance ("PPM"), which is 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding local holidays.

Defect Repair. Defect repair includes verification of the existence of a defect, determination of the severity or impact of the defect, and determination of the conditions under which the defect may recur. The Company will, at its option:

- For a Critical Defect, commence action within a 2-shift hour response window using commercially reasonable efforts to provide an immediate fix or temporary solution of, or workaround to, the defect.
- For a non-critical defect, commence action within an 8-shift hour response window to provide either the action described for a Critical Defect or a statement that the defect will be corrected in a software product revision or a future software release.
- Provide a statement that the Software operates as described in then-current user documentation or that the defect arises when such Software is used other than in a manner for which it was designed. For Software added to an installed System, warranty service must be upgraded to the same software support plan, if any, as that of the Software already installed on that System. Customer will pay the difference between standard warranty and upgraded warranty service.