SUPPORT SERVICES AGREEMENT

This Support Services Agreement entered into as of the Effective Date of the Membership Agreement ("Agreement") is made by and between Rameses Systems Inc., a Philippine corporation ("RAMESES") and the End User identified below ("End User") and governs the software update and support services set forth herein for E-TRACS™ ("Software"). RAMESES shall provide End User regular software updates and three (3) levels of technical support ("Support" or "Support Services"), as these terms are defined herein, during the Term of this Agreement. By executing this Agreement, End User expressly acknowledges that it has read and understands all terms and conditions contained in the following pages and agrees with RAMESES to be bound by this Agreement.

1. **Support Term.** It is understood that the obligation of RAMESES to render Support under this Agreement shall only be for a period of one (1) year ("Support Term") corresponding to the Term of the "Membership Agreement" or to the extent that this latter agreement is renewed or terminated. RAMESES is entitled to choose at its sole discretion between suspension of Support Services or termination of the Membership Agreement should End User incur delay of at least ONE HUNDRED TWENTY (120) days in paying the Annual Membership Fee, reckoned from the Effective Date of the Membership Agreement or start of a new Term, as defined therein;

2. **Support Services.** RAMESES shall provide three (3) levels of Support to End User more specifically described as follows:

    2.1 **First-level Support.** This level of support shall consist of documented common issues and fixes, FAQs, how-to guides, and other similar documentations available and catalogued in the online community of E-TRACS™ users. End User shall initially check these online resources before availing of the Second-level Support and the referral of End User by RAMESES to these online resources shall not constitute a breach of this Agreement;

    2.2 **Second-level Support.** This level of support shall consist of "Software Error Correction" and "Software Updates", as these terms are defined in the succeeding clauses. Installation of these corrections or updates shall be made by End User, who may be assisted remotely by a CSR;

    2.3 **Third-level Support.** Subject to additional fee, RAMESES may provide a dedicated English-language Customer Support Representative (CSR) who shall be available to render remote Support by way of email, phone, chat and some other means of communication such as but not limited to Skype, TeamViewer and other similar software. For this purpose, End User shall allow RAMESES remote access via the Internet to provide Support Services. The CSR shall be available during working hours eight (8) hours a day, five (5) days a week (Mondays to Fridays, excluding weekends and holidays). Any request for Support by phone, email, or chat made outside this period shall receive a response on the next business day. Requests for email and chat support shall be made to [insert support email address];

    Nothing in this Agreement shall obligate RAMESES to provide any of the foregoing Support Services where End User has no access to telephone or Internet connection. It is understood that such facilities shall be procured by End User at its own expense. Subject to mutual agreement by the Parties and a separate fee, Rameses may be contracted to render on-site support to End User;

3. **Software Error Correction.** RAMESES shall exercise commercially reasonable efforts to correct any significant deviation from the then current published specifications for the Software (an "Error") reported by End User in accordance with the priority level reasonably assigned to such Error by RAMESES. If an Error has caused the Software to be inoperable, or if the Error is otherwise substantial and material with respect to End User's use of the Software, RAMESES shall, at its sole discretion and considering the nature of the Error, use commercially reasonable efforts to correct such Error or to provide a software patch, update or bypass around such Error or replace End User's copy of the Software with another copy of the Software that corrects such Error. End User acknowledges that not all reported Errors may be capable of correction;

4. **Software Updates.** During the Support Term, End User shall be entitled to receive an electronic copy of Updates to the Software and an electronic copy of published revisions to the related documentation released by RAMESES. As used herein, "Update" means a new version of the Software, if and when available, which RAMESES distributes free of charge to End Users with valid Membership Agreements to correct Errors or to provide other modifications or enhancements to the Software. "Update" does not include any modifications or enhancements that represent a new product, as determined by RAMESES in its sole discretion. From time to time, RAMESES may provide to certain of its End Users free of charge modifications or enhancements which represent a new product as an accommodation; any such accommodations shall not waive, diminish or abrogate RAMESES' right to determine in its sole discretion whether or not an enhancement constitutes an Update or a new product. End User agrees to test, and if operable, accept and use all Updates to the Software furnished by RAMESES hereunder. RAMESES shall be obligated to support only the most current version and up to the last five (5) iterations of the Software. New releases of and patches to any third-party Software will be provided to End User by RAMESES as made available by the third-party Software provider and as tested and approved by RAMESES. Any Updates, patches and other similar software code provided to End User as part of Support shall be considered part of the Software;

5. **Defective Parts.** RAMESES' shall have neither responsibility nor obligation whatsoever to replace defective part(s) of any hardware on which the Software is installed or operated by the End User;

6. **Waiver of Liability for Software Support.** RAMESES shall have no liability for Software Support if: (1) the Software was not used in accordance with RAMESES' then-current published specifications and such use caused the Error in the reasonable opinion of RAMESES; (2) the Software was altered, modified or corrected by End User without RAMESES' prior written consent; (3) End User's computer malfunctioned and the malfunction caused an Error or defect in the Software; (4) the Error is later determined to have been due to use of the Software with hardware or software not supplied or supported by RAMESES; or (5) any other cause outside the control of RAMESES which caused an Error or defect in the Software;

7. **Limitation of Warranties and of Liability.** (a) THE TERMS AND CONDITIONS OF THIS AGREEMENT CONSTITUTE A SERVICE CONTRACT. ALL SUPPORT AND OTHER SERVICES ARE PROVIDED "AS IS." EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES AS TO NONINFRINGEMENT. (b) RAMESES' AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY END USER FOR SUPPORT SERVICES HEREUNDER DURING THE ANNUAL TERM IN WHICH THE ALLEGED BREACHES OCCURRED, OR (AS APPLICABLE) TO THE AMOUNTS ACTUALLY PAID BY END USER FOR OTHER SERVICES HEREUNDER. IN NO EVENT SHALL RAMESES OR

ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION OR LOSS OF INFORMATION ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE PROVISION OF, FAILURE TO PROVIDE OR DELAY IN PROVIDING SUPPORT SERVICES OR ANY OTHER SERVICES REQUESTED BY END USER, EVEN IF RAMESES OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The limitations of warranties and of liability contained in this Agreement shall apply regardless of the failure of any remedy to achieve its essential purpose;

8. **End User's Representations.** End User represents to RAMESES that: (a) End User's execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of End User; (b) this Agreement constitutes the legal, valid and binding obligation enforceable against End User in accordance with its terms; and (c) End User will use the Software only for commercial, business or governmental purposes and not for family, household or consumer purposes. The foregoing representations shall remain in effect throughout the term of this Agreement;

9. **General.** This Agreement is the complete and exclusive statement of the agreement between End User and RAMESES pertaining to the subject matter of this Agreement, and this Agreement supersedes any prior proposal, agreement, or communication, oral or written, pertaining thereto and there are no inducements to enter into this Agreement which are not set forth herein. All Support and other services provided hereunder are provided per the terms and conditions stated in this Agreement, which supersede any different terms and conditions contained in End User's purchase order(s) or any other End User document that may be accepted by RAMESES for End User's convenience; RAMESES hereby objects to the terms and conditions of such End User documents to the extent they conflict herewith. This Agreement shall be governed by the laws of the Republic of the Philippines.

IN WITNESS WHEREOF, the parties through their authorized representatives have set their hands as of the Effective Date of the Membership Agreement:

RAMESES SYSTEMS INC.	END USER
2F Room A Cebu Chamber of	<Address 1>
Commerce and Industry Bldg.	<Address 2>
11th & 13th Avenue,	<Address 3>
North Reclamation Area,	<Address 4>
Cebu City 6000 Philippines	<Address 5>
Signed by:	Signed by:
ELMO NAZARENO	**<Name>**
President	<Position>

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