



Software Support Agreement

1. SCOPE

This Software Support Agreement ("Agreement") is between Concurrent Systems Inc. Ltd. ("CSI") and _____ ("Customer") who purchased the support services set out below from Concurrent Systems Inc. Ltd.

2. DEFINITIONS

In this Agreement

The term "CSI" refers to Concurrent Systems Incorporated Limited a limited company registered in England and Wales under company number 04175656 and whose registered office is at The Pavilion, Newbury Business Park, Newbury, Berkshire, RG14 2PZ

The term "Software" means the DesignDataManager software product and associated software components, media, printed materials and "online" or electronic documentation.

The term "Customer" refers to _____.

The term "Website" refers to www.designdatamanager.com

The term "Commencement Date" refers to the date that the Software Licenses were first issued by CSI. (Note: If support services are purchased by separate order at a later date to when the license keys were purchased, the Commencement Date is still the date the Software Licenses were purchased.)

The term "Renewal Date" refers to the annual anniversary of the Commencement Date.

The term "Effective Date" refers to the date that this Agreement was signed by the parties. The Effective date will not be later than the "Commencement Date".

3. SUPPORT

3.1 The support services to be provided under this Agreement (the "Support Services") shall consist of:

- (a) Technical assistance provided by CSI to the Customer. CSI will provide telephone (09.00 to 17.00 GMT Monday to Friday), email and web based software support. All support calls should be logged via the support phone desk on +44 (0)1635 43200; by e-mail using support@csi-europe.com or using on line e-support (password issued on initial training or by contacting CSI direct).
- (b) CSI will aim to respond to critical incidents within twenty-four (24) hours or on the next business day. Resolution will be based on availability to resources and its reasonable endeavours.

3.2 On receipt of a request for assistance, CSI will issue an automated confirmation message followed later by a fuller, more direct response.



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3.3 CSI will use its reasonable endeavours to fix reported and reproducible errors in the Software.

4. MAINTENANCE

During the term of this Agreement, CSI may provide the Customer with copyrighted patches, updates, releases and new versions of the Software along with other generally available technical material. This maintenance material including the Software may not be used to increase the licensed number of versions or copies of the Software. All patches, updates, releases and new versions shall be subject to the original license Agreement covering the Software.

5. WARRANTY AND LIABILITY

5.1 EXCEPT AS EXPRESSLY PROVIDED HEREIN, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR PROMISES TO CUSTOMER OR ANY THIRD PARTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING BY STATUE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE OR TRADE USAGE. NOTWITHSTANDING THE FOREGOING, CSI REPRESENTS AND WARRANTS THAT THE SOFTWARE AND ANY MATERIAL PROVIDED TO CUSTOMER DURING THE TERM OF THIS AGREEMENT WILL NOT INFRINGE ANY INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY EXCEPT AS PROVIDED ABOVE, THE SERVICES AND MAINTENANCE ARE PROVIDED "AS IS".

5.2 TO THE BEST OF CSI'S KNOWLEDGE AND BELIEF THE SOFTWARE IS FREE OF HARMFUL AND MALICIOUS CODES AND VIRUSES, HOWEVER CSI PROVIDES NO WARRANTY TO THIS EFFECT.

5.3 Neither party is liable for incidental, special or consequential damages for any reason (including loss of data or other business or property damage), even if foreseeable or if the other party has advised of such a claim.

5.4 Neither party's liability shall exceed a sum equivalent to the total of the fees that the Customer has paid under this Agreement. Notwithstanding the foregoing, nothing in this agreement shall limit or exclude a party's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

5.5 CSI will use its reasonable endeavours to provide technical assistance under this Agreement and to rectify or provide solutions to problems where the Software does not function as described in the Software documentation. However CSI does not guarantee that the problems will be solved or that any item will be error-free.

6. REGISTRATION

To register the Support Services, the Customer must contact CSI within thirty (30) days of the Commencement Date, quoting the serial number(s) of the license(s) for which support was purchased

7. TERM, TERMINATION AND RENEWAL



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The term of this Agreement shall begin on the Effective Date and remain in effect for a period of one year from the Effective Date ("Initial Term"). Upon conclusion of the Initial Term, this Agreement will automatically expire unless Customer has paid the renewal fees for the following year, and subsequent years, by the Renewal Date. Payment of renewal fees must be received by CSI by the Renewal Date in order to provide continuation of service.

The renewal fee may increase year-on-year.

If the Customer fails to pay the renewal fee at the Renewal Date, 'Return to Support' charges will apply if Customer thereafter elects to renew the Agreement.

The Return to Support charge is calculated on the number of months the product was off Support and 1 year forward support fees.

The support fees and the Return to Support charge will be invoiced at the time of ordering.

8. NEW VERSION RELEASES

The Customer may receive major releases, minor upgrades and hot fixes to the Software for free, but installation of upgrades is not covered by this Agreement. Additional assistance for the installation of Software will be charged at current consultancy rates.

9. MULTIPLE PRODUCT PURCHASES

If the Customer has more than one copy of the Software, then if Support Services are purchased, they must be purchased for all copies licensed by the Customer. It is not possible to have Support Services for just some and not all of the Customer's licensed copies of the Software.

10. GENERAL

10.1 Each party acknowledges that it has read this Agreement; they understand the Agreement and agree to be bound by its terms. Further, both parties agree that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other Agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties. The Software and the use thereof is subject to the license agreement related to the Software.

10.2 If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent, deemed to be omitted.

10.3 The Customer may not assign or sub-license Customer's rights, duties or obligations under this Agreement to any person or entity, in whole or in part without the prior written consent of CSI, which consent will not be



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unreasonably withheld. CSI may not assign or sub-license CSI's rights, duties or obligations under this Agreement to any person or entity, in whole or in part without the prior written consent of Customer, which consent will not be unreasonably withheld.

- 10.4 If the Customer uses the Support Service Fraudulently or is otherwise in breach of its obligations under this Agreements and (if such breach is remediable) fails to remedy that breach with 30 days after receipt of notice in writing of the breach, CSI may limit or terminate the supply of Support Services.
- 10.5 Resale and transfer of ownership, without permission from CSI, is strictly prohibited and will be grounds for termination of the Support Services.
- 10.6 This Agreement is only applicable to Software running under the certified environments specified in the release notes for that product. CSI shall not be required to provide any Support Services relating to problems or issues arising out of or from:
- (a) the Customer's negligence, misuse, or modification of the Software
 - (b) the Customer's use of the Software in a manner for which it was not designed
 - (c) Support Services for Software or third-party products and technologies that CSI no longer list on their web site as supported products
- 10.7 Support Services will be provided for the latest two major releases of the Software. For example, if the latest release is Version 2012.1, support services will be provided for all 2011.x versions, but not for 2010.x. A valid 'Support Matrix' is provided on the Website which details the Software currently supported by the Support Services.
- 10.8 Support Services will be provided for integration with the latest and the preceding release of supported CAD integrations for DDM Professional Licenses (a component of the Software). For example, if the current SolidWorks release is version 2012, then versions 2012 and 2011 will be supported. A valid 'Support Matrix' is provided on the Website which details the Software currently supported by the Support Services.
- 10.9 CSI will provide the Customer with substantially the same level of service throughout the term of this Agreement. However, CSI reserves the right to discontinue the development of the Software and the Support Services for the Software. This also includes the distribution of Software versions for which Support Services are no longer provided as set out in clauses 10.7 and 10.8 above which CSI may cease at any time at its sole discretion. Subject to the other termination provisions in this document, CSI will not discontinue the Support Services for the Software during the current annual term of this Support Agreement, even if CSI has elected to discontinue distribution of that particular version of the Software.
- 10.10 CSI may alter these Support Services from time to time. Details of any changes will be published on the Website. The changes will not result in a reduction in the level of support from that described in this document, or an increase in Support Fees outside of the annual renewal process.



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10.11 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

10.12 A notice given to a party under or in connection with this Agreement shall be in writing and sent to the party at the address or DX number or to the fax number given in this Agreement or as otherwise notified in writing to the other party. All notices sent to the Customer must be copied to _____ . (although such copy shall not constitute notice.)

(a) The following table sets out methods by which a notice may be sent and, if sent by that method, the corresponding deemed delivery date and time:

Delivery method	Deemed delivery date and time
Delivery by hand.	On signature of a delivery receipt.
Pre-paid first class post or other next working day delivery service providing proof of postage.	9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
Pre-paid airmail providing proof of postage.	9.00 am on the fifth Business Day after posting or at the time recorded by the delivery service.
Fax.	At the time of transmission.
Document exchange (DX).	[9.00 am] on the [second] Business Day after being put into the DX.

(b) For the purpose of this clause 10.12 and calculating deemed receipt:

- (i) all references to time are to local time in the place of deemed receipt; and
- (ii) if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

(d) A notice given under this Agreement is not valid if sent by e-mail.

11. INDEMNIFICATION



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CSI agrees to indemnify, hold harmless and (at Indemnitee's option) defend Customer and each of its employees, officers, directors, shareholders, contractors, representatives, servants, agents, insurers, attorneys, successors and assigns (the "Indemnitees") for, from and against any and all claims, causes of action, damages (including, without limitation, all foreseeable and unforeseeable consequential damages, injunction and other relief), fines, judgments, penalties, costs, liabilities, losses or expenses (including, without limitation, experts' and consultants' costs, legal fees and reasonable investigative and discovery costs) arising prior to, during or after the term of this Agreement on account of or in connection with, or directly or indirectly related to: (i) the acts or omissions of CSI, its agents, servants, employees, contractors, guests and invitees (collectively, "CSI's Agents") in the performance of this Agreement or the delivery of any Software; (ii) the violation of law by CSI or CSI's Agents; (iii) CSI's untrue representation or warranty; and (iv) the use, reproduction, distribution, sale or other commercialization or exploitation of Goods in violation of rights under any patent, copyright, trademark, or other intellectual property right or application for the same. CSI's obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or earlier termination of this Agreement, as to claims arising or accruing prior to the expiration or earlier termination of this Agreement. CSI shall not be required to indemnify or defend any Indemnitee against any injury, loss of life, or damage which is caused by the negligence, fraud, breach of this Agreement or wilful misconduct of any Indemnitee.

12. CONFIDENTIALITY; NON-PUBLICITY

- 12.1 "Confidential Information" includes: know-how, trade secrets, business plans, personnel information, financial information, product information, customer information, building plans, information technology infrastructure and computer systems, software source code, system logic and other systems. Confidential Information shall not include, and no obligation shall apply to, information that: (i) is now or subsequently becomes generally available to the public through no fault of recipient; (ii) was rightfully in the possession of recipient prior to disclosure to recipient by the disclosing party; (iii) is independently developed by recipient without the use of any Confidential Information provided by disclosing party; (iv) is rightfully obtained from a third party who has the right, without obligation to disclosing party, to transfer or disclose such information.
- 12.2 All Confidential Information furnished by one party to the other (whether orally, in writing or in any other form) considered or expressed to be confidential and shall be protected and the receiving party shall use its reasonable endeavours to prevent the unauthorised use or disclosure of any such information to any other person, unless the disclosing party consents in writing. The receiving party shall promptly notify the disclosing party of any unauthorised use or disclosure that may come to its attention.
- 12.3 Upon the disclosing party's request, the receiving party shall promptly return or destroy copies of any media or materials containing Confidential Information. This section shall be binding upon the receiving party and its successors and assigns until such time as the disclosing party no longer considers the Confidential Information to be confidential.
- 12.4 Each party acknowledges that unauthorised disclosure or use of Confidential Information will cause substantial and irreparable injury to the disclosing party and that monetary damages will not adequately compensate for such injury, and that disclosing party is entitled to seek, among other remedies, immediate injunctive and other equitable relief for any breach of this clause.



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- 12.5 Neither party shall disclose the existence or contents of this Agreement, except (i) to enforce rights hereunder in court, (ii) to agents as necessary to perform obligations, provided such agents owe a duty of confidentiality or are subject to an agreement containing covenants of confidentiality at least as restrictive as those contained herein, or (iii) as required by law.
- 12.6 Neither party may use the other party's name, likeness, trademark, service mark, logo, or other identifying information, except as provided herein and CSI shall not include Customers details in customer lists, or otherwise imply their endorsement or relationship, in any form whether orally, online or in print, except with prior written authorization from Licensee for a specific referral instance, which authorisation may be withheld or revoked at any time at the Customers discretion.

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