

LIQUIDWARE LABS, INC.
CUSTOMER SUPPORT POLICY V.2009-06

The following Customer Support Policy ("Support Policy") is provided by Liquidware Labs, Inc. ("Liquidware") for the benefit of its Customers.

1. DEFINITIONS. In addition to any other terms defined herein, the capitalized terms used herein are defined in the Software License Agreement applicable to Customer.

2. DESCRIPTION OF SUPPORT SERVICES. During any Annual Support Term for which Customer has paid the Support Fees, Liquidware will provide Customer the following Support Services:

(a) Telephone and Email Support. During the Liquidware Support Hours, Liquidware shall provide Customer with telephone and email support for the installation and use of the Licensed Software. Installation support includes answering questions and providing a reasonable level of guidance to the Customer on the installation process. Customer is responsible for installation of the Licensed Software unless otherwise provided in an Order. Usage support includes answering questions and providing a reasonable level of guidance to the Customer about the use of the Licensed Software, responding to reports of Errors in the Licensed Software, and determining if the reported Error is a result of a problem in the Licensed Software or an environmental or installation problem. The Customer is responsible for providing documentation sufficient for Liquidware to reproduce the Error. This documentation may include a detailed description of the problem, drawings and a detailed description of the environment, log files, core dumps, network analyzer trace files, or any other information requested by Liquidware.

(b) Error Corrections. Liquidware is responsible for using commercially reasonable efforts during normal business hours to correct Errors in the Supported Version of the Software in a timely manner by providing the repair or replacement of the Software object or executable code.

(i) Level 1 Error. A Level 1 Error renders the Licensed Software inoperable or causes the Licensed Software to substantially fail. Liquidware will use commercially reasonable efforts to: (i) Assign Liquidware software engineers to correct the Level 1 Error within three (3) Business Days of Liquidware determining that a Level 1 Error exists; (ii) Provide Customer with frequent status reports on the correction process; (iii) Provide Customer with a Workaround or Error Correction within ten (10) Business Days; and (iv) Include the Error Correction in the next Update.

(ii) Level 2 Error. A Level 2 Error substantially degrades the performance and/or causes serious limitation in the use of the Licensed Software. Examples of Level 2 Errors may include lack of important functionality and major inconvenience for Customer, difficult to implement Workaround, malfunctioning of important Licensed Software functionality. Liquidware will use commercially reasonable efforts to: (i) Assign Liquidware software engineers to correct the Level 2 Error within ten (10) Business Days of Liquidware determining that a Level 2 Error exists; (ii) Provide Customer with periodic status reports on the correction process; (iii) Provide Customer with a Workaround or Error Correction within thirty (30) Business Days, and (iv) Include the Error Correction in the next Update.

(iii) Level 3 Error. A Level 3 Error has a minor impact on the overall use of the Licensed Software because of a reasonable Workaround. Liquidware will use commercially reasonable efforts to include the Error Correction for a Level 3 Error in the next Update.

(c) Errors not caused by the Licensed Software. If Liquidware reasonably believes that a problem reported by the Customer may not be due to an Error in the Licensed Software, Liquidware will so notify Customer. Liquidware will make commercially reasonable efforts to find a Workaround for the problem, but will not be responsible for correcting the problem.

(d) No Support of Altered Versions of the Licensed Software. Liquidware has no obligation to perform Support Services for any version of the Licensed Software that has been altered or modified by Customer or a third party on Customer's behalf.

(e) Licensed Software and Documentation Updates and Upgrades. Liquidware will provide to Customer all Updates and Upgrades to the Licensed Software that Liquidware makes generally available to other Liquidware customers as part of Support Services and that Liquidware does not market as an independent product or module. Examples of independent products or modules include, but are not limited to, Licensed Software that is designed for an operating system different from the operating system for which the Licensed Software was originally licensed.

3. SCOPE OF SERVICES. Unless otherwise set forth in the Agreement or otherwise agreed between Liquidware and Customer in a separate Addendum or a separate written agreement, Liquidware shall have no obligation to provide or perform any services for or on behalf of Customer.