

FRONTRANGE MAINTENANCE AND SUPPORT (M&S) TERMS & CONDITIONS (March 09)

The following Terms and Conditions ("Agreement") govern the M&S services offered by FrontRange and ordered and paid for by you ("You" or "Customer"):

1. Maintenance. Maintenance consists of updates, upgrades, bug fixes and new releases or versions of validly Licensed Software at such time as FrontRange makes them available generally to all of its customers. Maintenance may, but does not necessarily include updates, upgrades, bug fixes and new releases or versions of any third-party software included in the Licensed Software. All Maintenance deliveries are subject to the applicable End User License Agreement ("EULA") for the Licensed Software.

2. Support.

(a) Support entitles You to telephone assistance at FrontRange's published number, and/or assistance via E-mail or other automated processes, with the Licensed Software. Support is currently available on business days Monday through Friday during normal business hours. After-hours support will be charged at FrontRange's then current rates and costs. FrontRange strives to respond to telephone inquiries within 4 business hours and all other inquiries within 2 business days. Support requests may be handled by any of FrontRange's offices or employees worldwide.

(b) Support will be provided only for those questions and issues forwarded to FrontRange from Customer's internal help desk support staff, not each individual licensed user. FrontRange will attempt to answer Your specific questions; however Support is offered to You on a good faith, diligent effort basis only, and FrontRange may not be able to resolve every request for Support. Support is provided for ongoing use of the Licensed Software; it is not intended to be a substitute for training or professional services necessary for the implementation or system redesign of the Licensed Software, which are outside the scope of this Agreement. All such and other services, including without limitation on-site assistance, custom programming, database and network administration, and custom designed reports and forms, may be provided pursuant to a separate agreement by FrontRange or Your authorized FrontRange Partner.

(c) Support is available for the current and immediately preceding version of the Licensed Software, and for any version released within eighteen (18) months of the date of the Support request, provided that Customer and FrontRange are parties to a current M&S agreement. Support for third party software products bundled with FrontRange Licensed Software is available according to their manufacturer's support policies.

(d) Unless otherwise stated, Support does not include any of the following: (i) supporting database products, including without limits, set-up and alteration and/or configuration of database products, and database or database connectivity software specific errors; (ii) resolving network, workstation or environmental errors not directly related to the Licensed Software; (iii) supporting any Licensed Software working on or with any version of any database, operating system or similar hardware or software product or system that is not specifically identified as interoperable with the specific version of the Licensed Software (and specifically excludes any "Beta" or non-certified versions of such products/systems); (iv) supporting any Licensed Software customizations (changes to the Licensed Software made outside of the product's administration interface); (v) supporting any Licensed Software being used in a manner for which it was not designed.

(e) It is Your responsibility to make and maintain adequate back-ups. In no event will FrontRange be responsible for lost data.

3. Term/Termination.

(a) M&S services are offered on an annual basis (each, a "Term"), and will automatically renew at the end of each Term unless either party provides the other party with a written notice of its intent not to renew at least thirty (30) days before the end of the then-applicable Term. If You elect not to renew, M&S may later be reinstated through payment of the fees described under "Fees."

(b) This Agreement will automatically terminate as to each Licensed Software upon termination of the EULA corresponding to such Licensed Software. You may also terminate this Agreement for convenience at any time but You will not be entitled to a refund of any paid Fees in such event.

(c) If a FrontRange breach remains uncured more than one month after FrontRange receives written notice from You of such breach, You may terminate this Agreement for breach and receive a pro-rata refund of the M&S fees paid to FrontRange. Any such refund shall be Your exclusive remedy, and FrontRange's sole liability, for FrontRange's breach of this Agreement.

4. Fees. You will be invoiced prior to any initial or renewal Term and You agree to make payments to FrontRange no later than thirty (30) days from invoice. FrontRange's obligations hereunder are subject to Your timely payment, and if FrontRange does not receive timely payment for products or services provided by FrontRange to You, FrontRange may immediately terminate or suspend this Agreement. Unless FrontRange otherwise instructs, You will directly pay FrontRange for M&S renewals. If Your M&S terminates, and You later reinstate M&S services, You will be charged a reinstatement fee. You are responsible for any and all federal, state, dominion, provincial or

local sales, use, personal property, excise, or other taxes, fees or duties related to this Agreement (other than taxes based on FrontRange's net income).

5. Warranty. FrontRange warrants that the M&S services provided to Customer under this Agreement shall be performed with due care, and in a professional and workmanlike manner. FrontRange does not otherwise warrant the accuracy or completeness of any services provided pursuant to this Agreement. FRONTRANGE DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE IN CONNECTION WITH THE SUBJECT OF THIS AGREEMENT.

6. Limitation of Liability. IN NO EVENT, UNDER ANY THEORY OF LAW SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY THEREOF. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW FRONTRANGE'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE PREPAID AND UNUSED PORTION OF YOUR M&S FEES PAID TO FRONTRANGE. FRONTRANGE SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR ANY SERVICES PROVIDED BY ANY PARTNER OR ANY OTHER THIRD PARTY.

7. Severability. If any provision of this Agreement is unenforceable or invalid, such provision(s) shall be amended to achieve as nearly as possible the same economic effect as the original provision(s) and the remainder of the Agreement shall remain in full force and effect.

8. Miscellaneous. This Agreement constitutes the entire agreement between You and FrontRange relating to M&S services (and any subsequent orders of M&S services for additional License Limits or new FrontRange products which will increase Your M&S fees), and any additions to, or modifications of, this Agreement will be binding upon the parties only if in a writing duly executed by You and an authorized officer of FrontRange. THE TERMS AND CONDITIONS OF ANY CUSTOMER PURCHASE ORDER ARE ONLY BINDING ON FRONTRANGE IF THEY ARE AGREED TO IN WRITING BY AN AUTHORIZED FRONTRANGE OFFICER AND IN A DOCUMENT OTHER THAN THE PURCHASE ORDER FORM. Unless otherwise agreed to by FrontRange You will not be able to purchase additional licenses of the Licensed Software if You are not current on M&S. You may renew M&S on one group of dependent FrontRange product(s) without renewing M&S on another group of FrontRange products(s) that are determined to be distinct and separate from the first group, provided that the determination whether products(s) are distinct and separate is at FrontRange's sole discretion. You may assign this Agreement only in connection with a proper and valid assignment of the corresponding EULA to the extent permitted thereunder, provided that You give written notice of such assignment to FrontRange. FrontRange may freely assign this Agreement to a purchaser of that portion of FrontRange's business to which this Agreement relates, to the surviving corporation in the event of a merger, and to any affiliate or third-party whom FrontRange authorizes to provide M&S for the Licensed Software of the nature contemplated hereby. If You ordered or are provided the M&S services through a Reseller, You agree that (i) this Agreement constitutes the entire agreement between You and FrontRange regarding the M&S services (and the terms and conditions of any purchase order or any other agreement between You and the Reseller are not binding on FrontRange); and (ii) the Reseller is not FrontRange's agent and is not authorized to alter, amend or modify the terms of this Agreement. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement will not be deemed a waiver of any further or future right under this Agreement.

By signing below, Customer hereby agrees to this Agreement:

Authorized Signature (please sign here→):	
Signer's Name & Title:	
Signing Date:	
Customer COMPANY Name:	
Street Address:	
City, State, Zip:	
Telephone:	
Facsimile:	
Email:	