

DIR-TSO-2572

APPENDIX E

Epilogue Software License, Maintenance and Support Agreement

This Software License, Maintenance and Support Agreement ("SLMSA") is entered into on this ____ day of _____, 201_ (the "Effective Date"), by and between _____ ("Customer") with its primary location at _____, and Epilogue Systems LLC ("Epilogue"), with its principal place of business at 500 Office Center Drive, Suite 400, Ft. Washington, PA 19034, United States.

STATEMENT OF PURPOSE

WHEREAS, Epilogue provides proprietary software solutions known as Epilogue Author ("Author"), Epilogue Publisher ("Publisher") and Epilogue Advisor ("Advisor") (Author, Publisher and Advisor, collectively "Epilogue Software") and related software and documentation as well as installation, training, consulting, maintenance and support services; and

WHEREAS, Customer desires to address its needs for end-user documentation of certain software applications they may own, utilize, sell or represent; and

WHEREAS, the Parties desire to enter into this SLMSA in order to stipulate their relative rights, responsibilities, duties and obligations with regard to the licensing, use, maintenance, and support of Epilogue Software in one or more Customer locations.

NOW, THEREFORE, the Parties agree to the following:

AGREEMENT

In consideration for the mutual promises set forth below, and for other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS.

For the purposes of this SLMSA, the definitions set forth in this Section shall apply to the respective capitalized terms.

"Documentation" shall mean those instructions, manuals, and diagrams, in printed or binary formats, pertaining to the Epilogue Software.

"Object Code" shall mean computer programs assembled or compiled in binary form on Epilogue software media that are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse-compiling, or reverse-engineering techniques.

"Other Software" shall mean that third party software procured or provided by Customer to which Customer requests that Epilogue develop an interface.

"Epilogue Services" shall mean those services accessed through or provided by Epilogue for the implementation or use of the Epilogue Software.

"Epilogue Software" or "Software" shall mean the Epilogue suite of solutions including Author, Publisher and Advisor, described below. The Epilogue Software and Components licensed by Customer and the purpose of such license are described in **Exhibit A**, attached hereto. References to Epilogue Software shall include all components thereof or whichever component is the subject of this SLMSA.

"Epilogue Author" or "Author" shall mean the Epilogue solution which documents a user's software use and processes, captures screen images and icons and creates illustrated step-by-step instructions for use of the Customer's software which instructions may be reflected in a variety of outputs for training and support purposes.

“Epilogue Publisher” or “Publisher” shall mean the Epilogue web-based solution that is the repository for content created in Author and content imported from other sources, for the purpose of providing online help and content.

“Epilogue Advisor” or “Advisor” shall mean the Epilogue solution that runs in the background on each end-user’s computer, providing each end-user access to context sensitive help based on the content maintained in Epilogue Publisher.

“Implementation” shall mean those responsibilities of Epilogue E and Customer related to the installation, interoperability and interfaces necessary for the deployment of the Epilogue Software.

“Proprietary Confidential Information” shall mean, subject to the requirements of the Texas Public Information Act, all confidential, proprietary or secret information, including, without limitation, source code, components, drawings, data, programs, specifications, techniques, processes, algorithms, inventions and other information or material relating to a party’s business, personnel, facilities, finances or plans, which is owned, possessed or used by a party, or which is of a nature that it would ordinarily be considered confidential in the industry.

“Technical Requirements” shall mean those technical specifications necessary for Epilogue to develop the interfaces between the Epilogue Software and the Customer’s existing or anticipated hardware and software. Technical Requirements will be included in the implementation plans as jointly developed by Epilogue and Customer.

“Major Release” shall mean a later version of a solution identified by a change to the number to the left of the leftmost decimal point (X.x.x). It will represent a significant change in architecture, functionality or user interface. Migration can be involved and require client support.

“Minor Release” shall mean a later version of a solution identified by a change to the number to the right of the leftmost decimal point (x.X.x). It will represent a change in functionality, an addition of functionality or Maintenance Fix but will remain based on the original Major Release and will not adversely affect a client’s current implementation and will require little client support.

“Revisions” shall mean a later version of a release identified by a change to the number to the right of the rightmost decimal point (x.x.X). It will represent a minor update to fix issues reported by clients or found during testing. Client adoption of these releases is required; current functionality will not be affected.

TERM and TERMINATION

Terms. The Term of this SLMSA shall be from the Effective Date of this SLMSA to the date of Termination.

Termination. Termination shall be in accordance with the DIR Contract Number DIR-TSO-2572, Appendix A, Section 11.B.

Reinstatement of Maintenance and Support. Following a Termination, should Customer desire to reinstate Maintenance and Support, Customer may repurchase all licenses at the current Epilogue price list at the time of reinstatement, or may pay all missed years of Maintenance and Support based on the current Epilogue list price for Maintenance and Support at the time of reinstatement for the license volume deployed at the Customer.

PRODUCT LICENSE.

License Grant. In consideration of the Fees below, Epilogue hereby grants to Customer the following perpetual license (“License”) with respect to the Epilogue Software described in **Exhibit A**, for the specific and limited purpose and number of users. The License shall be a limited scope, non-exclusive, non-transferable, non-sublicensable, revocable, right to integrate the Epilogue Software described in **Exhibit A** into the Customer’s systems for use solely for Customer’s own internal business purposes, subject to the terms and conditions of the DIR Contract Number DIR-TSO-2572 and this SLMSA. Subject to the rights granted in this SLMSA, Epilogue retains all right, title and interest in and to the Epilogue Software and any components thereof. All rights not expressly granted to Customer are reserved by Epilogue. All fees, costs, charges and reimbursable expenses are set forth herein except as those additional fees, costs, charges and reimbursable expenses as may be agreed to in an executed amendment by the parties. Except as specifically set forth herein, this is not an agreement for ‘software as a service’.

Limitations on License. Customer shall not on its own, nor shall it authorize or permit any other person to: copy, replicate or duplicate, make or reproduce, compile or decompile, assemble or disassemble, engineer or reverse engineer, modify or create any derivative product from the Epilogue Software.

Changes. Epilogue shall have the right, in the sole exercise of its discretion and without any obligation, to make changes to the Epilogue Software, including any Major Release, Minor Release or Revisions; provided that, such changes within a Minor Release or Revision do not detrimentally alter the performance or functionality of the Epilogue Software. Major Releases by their nature can provide for significant changes to architecture and functionality which may alter the fundamental way the application works or is applied to any business problem. Epilogue will work to ensure backwards compatibility or a migration path to minimize any ill effects but cannot guarantee a seamless migration for all users. Customers will not be charged for the license or subscription cost of such Major Release, Minor Release or Revisions, however, a fee in accordance with the DIR Contract Number DIR-TSO-2572, Appendix C, Pricing Index may be required and will be determined with Customer via a separate Statement of Work.

LIMITATIONS ON USE.

No Resale. Except as may be provided herein and in any Reseller Agreement, Customer shall not make the Epilogue Software available or market the Epilogue Software except in conjunction with the implementation at Customer without the prior written consent of Epilogue. Customer may not use the Epilogue Software for any purpose other than that which is specifically provided for herein, without the prior written consent of Epilogue.

No Implied License. Customer shall not be the recipient or beneficiary of any implied licenses to the Epilogue Software, proprietary right, documentation, record or product (or to any part, portion or aspect thereof). Customer shall not be considered to be an "owner of a copy" and shall not have rights granted under 17 USC Sec. 117 to make adaptations of the Epilogue Software, except as may be granted by this License.

Alienation. Customer shall not alienate, share, resell, disclose or otherwise make Epilogue Software or any component thereof available to any third party except as provided herein, or if a Reseller under a separate Reseller Agreement.

POINT OF CONTACT FOR IMPLEMENTATION AND SUPPORT.

Each party will assign (i) a dedicated individual who will be the designated point of contact for the other party with respect to all matters relating to the performance of this SLMSA, including Implementation and Service, and (ii) a dedicated individual who will be the designated point of contact for the other party with respect to technical matters.

FEES.

Perpetual Term License Fee. Shall be in accordance with the DIR Contract Number DIR-TSO-2572, Appendix C, Pricing Index.

Standard Maintenance and Support Fees. Customers who enter the SLMSA under a Perpetual License shall be in accordance with the DIR Contract Number DIR-TSO-2572, Appendix C, Pricing Index.

Implementation and Service Fees. There are no fees for initial implementation of the Software. Future implementation services and professional services will be quoted in a separate Statement of Work addendum to this Agreement in accordance with the DIR Contract Number DIR-TSO-2572, Appendix C, Pricing Index should such additional activity be requested by Customer.

Taxes. Taxes shall be in accordance with the DIR Contract Number DIR-TSO-2572, Appendix A, Section 8.E.

SUPPORT SERVICES.

Standard Maintenance and Support. Epilogue will provide Standard Maintenance and Support to Customer for the use of Epilogue Software, as described in **Exhibit B**. Services outside the scope of Standard Maintenance and Support (for example, upgrade labor, document conversions, new template development/customizations, etc.), shall be billed to Customer at the rates set forth in DIR Contract Number DIR-TSO-2572 Appendix C Pricing Index and detailed in a separate Statement of Work addendum to this Agreement. Epilogue will provide support and maintenance only for the current Minor Release of the current and previous Major Releases of any Epilogue Software. Maintenance and Support will not

include services performed as a result of accidents, misuse, neglect, or other problems due to the failure of Customer to appropriately use or maintain the Epilogue Software in accordance with the documentation. Maintenance and Support will also not include problems due to modification, alteration or attempts to modify or alter the Software or which are a result of the interfaces with third party software.

Security. Epilogue deployment of the Epilogue Software shall conform to the authentication and other security requirements consistent with the highest applicable industry standards and applicable law.

INTELLECTUAL PROPERTY.

Intellectual Property shall be in accordance with DIR Contract Number DIR-TSO-2572, Appendix A, Section 5.

Records; Inspection. No more than once annually, Customer shall provide Epilogue, upon Epilogue's request, an estimated number of end users utilizing the Epilogue Publisher/Advisor applications. The purpose is to determine if the number of licenses purchased by the Customer for Epilogue Publisher/Advisor is sufficient.

PROPRIETARY RIGHTS AND CONFIDENTIALITY; RESTRICTIVE COVENANT.

Confidentiality shall be in accordance with the DIR Contract Number DIR-TSO-2572, Appendix A, Section 5.E.

Ownership and Protection. Ownership shall be in accordance with the DIR Contract Number DIR-TSO-2572, Appendix A, Section 5.B.

Limitation. Limitation shall be in accordance with the DIR Contract Number DIR-TSO-2572, Appendix A, Section 5.B.

Data Security. All data, documents, employee and payroll information, and other materials provided by or on behalf of Customer to Epilogue, or acquired or learned by Epilogue from Customer's files or documents or employees, representatives, agents or physicians or patients (collectively, "Customer Data") which is received, computed, developed, used, collected or stored pursuant to this SLMSA shall be the exclusive property of Customer. Epilogue may access such data solely as necessary to perform its obligations under this SLMSA and to assure Customer's compliance with the SLMSA.

Network Access. Epilogue will comply with (and will educate all Epilogue Personnel to comply with) all Customer policies and procedures governing access to the Customer environment and network and for security, change control and system documentation. Epilogue shall be granted limited access to the Customer information services environment, including Customer's network, whether remote or on site, for the exclusive purpose of undertaking the transactions and services provided for in this SLMSA. Epilogue agrees that (A) neither Epilogue nor any Epilogue Personnel will gain or attempt to gain access to Customer information services functions or modalities other than to the extent necessary to fulfill the terms of the SLMSA or other requests by Customer or as may be required by law; and (B) Epilogue will limit access to the Customer network to those Epilogue Personnel who reasonably require such access to the Customer network. Epilogue is responsible for protecting the authentication method of all Epilogue Personnel to the Customer environment and network.

INDEMNIFICATION.

Indemnification shall be in accordance with the DIR Contract Number DIR-TSO-2572, Appendix A, Section 10.A.

Warranties, Disclaimer, and Exclusions. EXCEPT AS SET FORTH HEREIN, EPILOGUE, EPILOGUE SOFTWARE, RELATED SOFTWARE AND SERVICES, AND THE INCORPORATED THIRD PARTY PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. EPILOGUE AND ITS THIRD-PARTY LICENSORS MAKE NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY, RELIABILITY, TIMELINESS, USEFULNESS OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE PRODUCTS. ADDITIONALLY, EPILOGUE AND ITS THIRD-PARTY LICENSORS MAKE NO REPRESENTATION OR WARRANTIES AS TO THE OPINIONS OR OTHER SERVICE OR DATA CUSTOMER MAY ACCESS, DOWNLOAD OR USE AS A RESULT OF USE OF EPILOGUE OR THE INCORPORATED THIRD PARTY PRODUCTS. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE (EVEN IF EPILOGUE IS ADVISED OF SUCH PURPOSE OR USE), UNINTERRUPTED SERVICE AND ERROR-FREE SERVICE, ARE HEREBY EXCLUDED. EPILOGUE AND ITS THIRD-PARTY LICENSORS DO NOT ASSUME ANY RESPONSIBILITY OR RISK FOR CUSTOMER'S USE OF EPILOGUE, RELATED SOFTWARE. Epilogue warrants

that: Epilogue has the authority to license or sublicense the Epilogue Software; that to its knowledge, the Epilogue Software does not and will not infringe any rights of patent, copyright, trademark, trade secret or other intellectual property or similar proprietary rights of any third party; and the Epilogue Software, to Epilogue's knowledge does not and will not include any viruses, malicious code, spyware, time bombs, undisclosed password, timer, clock, counter, or other limiting design, instruction, or routine that would erase data or programming, improperly reveal, alter or destroy any data or other information or cause the Epilogue Software to become inoperable. If Customer discovers a material breach of any warranty required by law, Epilogue shall, at its expense, use commercially reasonable efforts to promptly correct fully documented nonconformities using methods selected at Epilogue' discretion, such as supplying Customer with alternative process suggestions, or making such additions, modifications or adjustments as may be necessary to keep Epilogue in operating order and in conformance with the warranty. CUSTOMER DOES NOT PROVIDE ANY WARRANTIES OR REPRESENTATIONS HEREUNDER AND DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES.

LIMITATION OF LIABILITY. Limitation of Liability shall be in accordance with the DIR Contract Number DIR-TSO-2572, Appendix A, Section 10.K.

INSURANCE.

Insurance shall be in accordance with the DIR Contract Number DIR-TSO-2572, Appendix A, Section 10.N.

GENERAL TERMS AND CONDITIONS.

Compliance with Laws. The parties acknowledge that the performance of their obligations under this SLMSA may be subject to federal and state laws, rules and regulations relating to, among other subjects, the confidentiality or security of personal, financial and/or patient information, if applicable. The parties will at all times comply with the applicable provisions of such laws, rules, and regulations.

Nondisclosure. Neither party herein shall announce this SLMSA in a press release or other promotional material nor disclose the terms and conditions of this SLMSA, without first obtaining the written consent of the other party, unless required by legal procedures or by law.

Relationship between Parties. The Parties are independent contractors. All persons employed or engaged by each party shall be employees or contractors of that party only and shall look only to their own employer for employment benefits and payment of wages. No employer/employee relationship exists between the parties or their respective employees, officers, directors, contractors or agents. Neither party has, nor will it represent that it has, any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee or in any other capacity. The relationship between the parties is non-exclusive.

Assignment. Assignment shall be in accordance with the DIR Contract Number DIR-TSO-2572, Appendix A, Section 4.D. Upon assignment of the assets or equity of either party to a successor organization, this SLMSA shall automatically be assigned to the successor organization. However, Customer may not resell the Epilogue Software to any third party, nor shall it assign the SLMSA to a competitor of Epilogue except as follows: the prior written consent of the Non-Assigning Party shall be required in the event of an assignment or change of ownership or control involving an unrelated third party whose business is directly competitive with the principal business of the Non-Assigning Party, pursuant to the transfer by the Assigning Party of all or substantially all of the business to which this SLMSA relates (whether such transfer is effected via merger, sale of stock or assets, or otherwise). Should the Non-Assigning Party refuse to consent to such assignment, then either party may terminate this SLMSA upon 30 days prior written notice to the other party. Subject to the foregoing, this SLMSA will bind, inure to the benefit of, and be fully enforceable by the parties and their respective successors and assigns.

Interpretation. Words denoting the singular will include the plural and vice versa.

Governing Law. This SLMSA shall be construed, and the rights and Texas liabilities of the parties hereto determined, in accordance with the laws of the State of Texas without giving effect to rules or precedent relating to conflicts of laws, and in the state courts of Travis County, Texas.

Severability. Any provision of this SLMSA held to be illegal or unenforceable shall be deemed amended to conform to applicable laws or regulations, or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken and the remainder of this SLMSA shall continue in full force and effect.

Waiver. The waiver or failure of either party to exercise in any respect any right provided for in this SLMSA shall not be deemed a waiver of further rights hereunder.

Force Majeure. Force Majeure will be in accordance with the DIR Contract Number DIR-TSO-2572, Appendix A, Section 11.C.

Survival. Survival will be in accordance with the DIR Contract Number DIR-TSO-2572, Appendix A, Section 4.E.

Entire SLMSA. This SLMSA, including each Exhibit hereby incorporated by reference, sets forth the entire agreement between the parties herein with respect to the subject matter hereof, and supersedes any and all prior proposals, SLMSAs, agreements and representations pertaining to such subject matter between them, whether written or oral. This SLMSA may be changed only by mutual SLMSA of the parties in writing.

Notices. All written notices between the parties shall be deemed to have been given if sent by certified or registered mail, receipted express courier or overnight mail to the appropriate address set forth below, or as amended in writing.

If to Customer: _____

If to Epilogue: Robert Moore, Jr.
VP of Finance
Epilogue Systems, LLC
P.O. Box 296
Villanova, PA 19085
Fax: 215-695-2202
Email: rmoore@epiloguesystems.com

Corporate Compliance. Epilogue shall make all reasonable efforts to cooperate with and (to the extent applicable) abide by any corporate compliance program now or hereafter instituted by Customer and its affiliates, including any code of ethics, if provided to Epilogue. Epilogue Software shall comply with all applicable federal and state privacy, security and data protection laws, rules and regulations.

Not a Sanctioned Person or Entity. Epilogue represents and warrants that it is not a Sanctioned Person or Entity. For purposes of this SLMSA, the term "Sanctioned Person or Entity" means a person or entity that: (a) has been suspended or excluded by any department or agency of the federal government or of any state government. Epilogue shall notify Customer within ten (10) days in the event that it receives notice that it is a Sanctioned Person or Entity.

Disclosure of Records. During the term of this SMLSA and for a period of six years following its termination or expiration, Epilogue shall maintain and shall make available upon proper request from appropriate federal or state authorities, this SLMSA and any subcontract under this SLMSA valued at \$10,000 or more in any twelve month period, and all books, documents, and records related thereto that are necessary to verify the nature and costs of services provided under this SLMSA by Epilogue or any organization related to Epilogue, in accordance with applicable government regulations in effect from time to time. Customer shall have the right to audit Epilogue records to the extent to ensure compliance with this agreement.

Counterparts. This SLMSA may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this SLMSA to be executed by a duly authorized representative.

Epilogue Systems, LLC

CUSTOMER

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBITS

Exhibit A Epilogue Software and Embedded Components

Exhibit B Standard Maintenance and Support Services

Exhibit A

Epilogue Software and Components

Epilogue software provides a software suite for the automated creation, management and delivery of end-user documentation for your critical software systems.

Epilogue Author

Epilogue Author automates the creation of end-user documentation for enterprise applications.

- Epilogue Author records every mouse click and keyboard entry of the business process expert, allowing content creators (a.k.a authors) to document transaction or business processes. With each step of the process, it captures all of the associated screen images and icons and creates illustrated step-by-step instructions in a variety of output types.
- From a single recording, Epilogue Author can produce a range of outputs for training and support, in numerous languages, including: step-by-step instructions, on-screen context-sensitive help, simulations, PowerPoint presentations, user acceptance test scripts, and more. Any edits or updates to the recording publish through to these output types.
- Epilogue Author is deployed as an add-in to Microsoft Word 2007 or 2010, making it the only Authoring product on the market that leverages standard Microsoft Word functionality, making it easy for users to learn and use.
- Epilogue Author is tightly integrated with Epilogue Publisher, providing an end-to-end authoring and publishing solution.

Epilogue Publisher

Epilogue Publisher is a documentation workflow management system, centrally managing the process of creating, editing and releasing enterprise application support and training content to the end user community.

- Through a single web-based repository, Epilogue Publisher provides control, consistency, and completeness for your application support materials.
- With Epilogue Publisher, authors and approvers can control the flow of training and support materials from initial creation, through the quality assurance process, to the final release to end-users. Once published, users have access to the document library through a web-based interface.
- Epilogue Publisher is integrated with Epilogue Author. Any edits or updates in Author automatically publish through to the outputs generated by Author and maintained in Publisher, ensuring consistency as your content evolves.
- Epilogue Publisher provides a single repository for integrating content from both Epilogue Author and other sources such as company slide presentations, text documents, pdf files and more. Epilogue Publisher ensures that your user support content is comprehensive and readily accessible.

Epilogue Advisor

Epilogue Advisor delivers context-sensitive help directly to the end-user. With Advisor, users get application-specific help without having to self-navigate to and through a help library.

- Epilogue Advisor runs in the background, tracking a user's place in the application. When a user requests help, Advisor delivers the most relevant supporting content.
- Epilogue Advisor can be manually linked to help files for any Windows- or web-based application. Alternatively, Advisor can be used in concert with Epilogue Publisher, providing content management, automatic updates, and access to help from the office or the field so long as internet can be accessed.
- Users can mark their favorite help content and track their help history, allowing them to check and re-check the topics most relevant to them.

Exhibit B
Standard Maintenance and Support Services

1. Definitions

1.1 Incident

Epilogue Systems defines a single support incident as an issue that focuses on one aspect of the product – e.g. use of a specific documented feature of the product or assistance with a specific problem or error message. While this issue may involve other aspects of the product, addressing other aspects constitutes a separate issue and requires an additional support incident. A single support incident may involve multiple phone calls, emails and off-line research. Epilogue Systems Support consultants are responsible for determining what characterizes a support incident.

1.2 Product Defect

Epilogue Systems defines a product defect as a technical aspect or functionality of a product that does not execute and deliver results as documented in the supplied product documentation. Unexpected behavior that can be isolated to a user's specific configuration or environment does not constitute a product defect. Epilogue Systems Technical Support may provide troubleshooting suggestions for unexpected behavior in these cases; however Epilogue Systems is not responsible for the resolution of any such behavior. An issue is recognized as a product defect only after it has been reproduced in steps provided by the customer and has been confirmed by an Epilogue Systems Support consultant.

1.3 Documentation Error

Epilogue Systems defines a documentation error as inaccurate information or instruction provided in the documentation accompanying the product. Accompanying documentation includes user manuals, Release notes and README files.

2. Support Guidelines

2.1 Restrictions

Epilogue Systems may limit or terminate the Support Services being provided if Customer uses the Support Services in an abusive or fraudulent manner, as determined by Epilogue Systems in its reasonable discretion. Examples of such use include a high number of calls that concern previously resolved issues, repeated posing of questions to which the answer is readily found in the documentation, and discussion of issues that are not related to technical support. Resale or assignment is strictly prohibited and will be grounds for termination of this Agreement. Replacing an authorized user with a different Technical Support Contact is permitted so long as the contact is not the owner of the Support Program and the request is done in writing prior to providing Support Services to the new Technical Support Contact. Epilogue Systems will only provide Support Services for Products that are properly registered with Epilogue Systems as documented on the Support Site.

2.2 Exclusions

Epilogue Systems shall not be required to provide any Support Services relating to problems or issues arising out of or from (i) Customer's use of the Products in a manner for which they were not designed; (ii) damage to the media on which the Products are provided or to the computer on which the Products are installed; (iii) Customer's negligence, misuse, or modification of the Products; (iv) versions of Products other than the most recent version (e.g., 8.x) and one version back (e.g., 7.x), provided that Epilogue Systems shall also not be required to provide any Support Services for (v.) third-party products and technologies not associated with network installation assistance as listed in the Installation Guides and Technical Specification documents as supported technologies or (vii) conflicts related to replacing or installing hardware, drivers, and software that have not been Epilogue Systems certified.

3. Product Features and How To's

Epilogue Systems supports product use, including commands, menu items, and core features outlined in the User Guide and online Help.

4. Interoperability (Desktop and Server Products)

Epilogue Systems provides the standard interoperability support plus support for connections between Epilogue Systems products, between products and the operating system, and between products and required technologies such

as databases and web servers. Support includes set up and configuration of Epilogue Systems products, but does not include configuration of third-party technology.

5. Resolution of Issue

Once an issue is accepted as being within the extent of technical support (as described at the top of this page), resolution of a technical support issue shall be defined as accomplishing any one of the following:

- Providing a reasonable solution to the issue
- Providing a reasonable work-around to the issue
- Determination by Epilogue Systems that the issue is an enhancement request and forwarding the request to Epilogue Systems Development for future consideration
- Escalation by Epilogue Systems Technical Support of the incident/product defect to Engineering for review.

Epilogue Systems Technical Support will make reasonable efforts to resolve the issue but Epilogue Systems cannot guarantee that every issue will be resolved.

6. Target response times

All call and email requests will be initially responded to within 3 hours during support availability as defined between 7 AM to 6 PM Central Standard Time. Any issues that occur after hours will be addressed accordingly on the following business day. This is the maximum time it will take for an initial response to a reported issue. Resolution times for issues cannot guarantee and must be estimated based on the environment and situation. We will do our best to provide a resolution as defined above as quickly as possible.

7. Accessing Support

Epilogue Systems Support can be accessed in the following manner:

- Online support portal: support.epiloguesystems.com (do not put www. In the URL address)
- Email: support@epiloguesystems.com
- Call: 281-249-5405 ext. 1