



PTG

Precision TASK GROUP

APPENDIX E TO DIR CONTRACT NO. DIR-TSO-2574 SOFTWARE SUPPORT AGREEMENT

AGREEMENT NUMBER:

THIS SOFTWARE SUPPORT AGREEMENT AND THE TERMS OF DIR CONTRACT NO. DIR-TSO-2574 (together the "Support Agreement") is made between PTG ("PTG") and _____ ("Customer") as of the Effective Date. The parties agree as follows:

1. Incorporation By Reference. Sections 1 (Definitions), 7 (Confidential Information), 10 through 14 (Notices, Force Majeure, Assignment, No Waiver and Choice of Law; Severability, respectively), and 16 through 18 (Compliance with Laws, Audit Rights and Miscellaneous, respectively) of the License Agreement are incorporated into this Support Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Support Agreement, the provision of this Support Agreement will control.

2. Additional Definitions.

(a) "**Contract Period**" means, as applicable, the Initial Term or the Renewal Period for which Customer has paid the applicable fee for Support.

(b) "**Initial Term**" means, with respect to the Component Systems specified in an Order Form, the twelve-month period beginning on the Order Form Date, unless otherwise specified in the Order Form.

(c) "**Renewal Period**" means, as applicable, each successive twelve-month period following the Initial Term.

(d) "**License Agreement**" means the Software License Agreement entered into between the parties as of the Effective Date.

3. Services.

(a) **Types of Services.** Subject to Customer paying the applicable fee for Support hereunder for a particular Component System, PTG shall (a) provide Customer with access (via the Internet, telephone or other means established by PTG) to PTG's partner, Infor's, support helpline, (b) provide, when and if generally available, updates, enhancements or modifications to the then-current, general release version of such Component System that are not separately priced or licensed as new products; and (c) use reasonable efforts to correct or circumvent Documented Defects (the foregoing referred to collectively as "Support").

(b) **Third Party Products.** With respect to Third Party Products, PTG's partner, Infor's, provision of Support will be limited to providing Customer with the support that the Third Party Licensor provides to Infor for such Third Party Products.

(c) **Restrictions.** Infor shall have no obligation to provide Support if Customer fails to pay the applicable fees hereunder or is otherwise in breach of this Support Agreement. Infor shall have no obligation to provide Support for any Component System on any hardware or systems software configuration other than the Equipment, or if the Component System has been modified other than in accordance with this Support Agreement. In addition, Customer agrees to provide PTG and Infor with access to such facilities and equipment as are reasonably necessary for PTG, whether PTG or its partner, Infor, to perform its obligations hereunder, including remote access to the Equipment. Support provided hereunder does not include related services, if any, required by Customer, including, without limitation, installation or implementation of the Component System or any updates, enhancements or modifications thereto.

(d) **Subcontracting.** To the extent allowable in accordance with Appendix A, Section 5J and Section 10F of DIR Contract No. DIR-TSO-2574, PTG may subcontract the Services and Support to be provided hereunder to a Third Party Licensor.

4. Payment and Taxes.

(a) **Support Fees.** For annual Support of the Component Systems specified on an Order Form, Customer will pay PTG the Support Fee specified in Appendix C of DIR Contract No. DIR-TSO-2574. If the Initial Term is less than 12 months, the fee for the Initial Term of Support will be prorated accordingly. Payment of the applicable fee for any Renewal Period of Support is due prior to the commencement of such Renewal Period. All payments hereunder are non-refundable.

(b) **Additional Costs.** Customer will reimburse PTG for actual pre-approved travel and living expenses that PTG incurs in providing Customer with Support, with reimbursement to be on an as-incurred in accordance with Appendix A, Section 8F of DIR Contract No. DIR-TSO-2574. Customer will also reimburse PTG for charges incurred in connection with accessing Equipment, if any.

(c) **Taxes.** Taxes will be handled in accordance with Appendix A, Section 8E of DIR Contract No. DIR-TSO-2574.

(d) **Invoices and Late Charges.** Invoices and late Charges will be handled in accordance to Appendix A, Section 8 I and J of DIR Contract No. DIR-TSO-2574.

5. Term. With respect to each Component System specified on an Order Form, the term of this Support Agreement shall begin on the Order Form Date and end on the last day of the Initial Term. Three (3) one (1) year renewal options may be exercised by PTG's issuance of thirty (30) days advanced written notice and Customer's concurrence prior to the then-effective expiration date to renew for successive Renewal Periods, unless either party provides written notice to the other party of non-renewal at least thirty (30) days prior to the commencement of the Renewal Period.

6. Disclaimer of Warranties. Customer acknowledges and agrees that **PTG MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY SUPPORT AND/OR ANY OTHER MATTER RELATING TO THIS SUPPORT AGREEMENT, AND THAT PTG EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, PTG EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM OR ANY SUPPORT WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM HAS BEEN MODIFIED, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION OTHER THAN THE EQUIPMENT.**

7. Termination. Termination will be handled in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-2574. Notice to PTG of a suspected Documented Defect will not constitute a notice of termination of this Support Agreement. Termination of this Support Agreement will be without prejudice to the terminating party's other rights and remedies hereunder. Termination of this Support Agreement shall also terminate all Order Forms hereunder but only insofar as such Order Forms relate to Support. For the avoidance of doubt, termination of this Support Agreement shall not terminate licenses granted pursuant to the License Agreement unless

such licenses are terminated pursuant to the terms of the License Agreement. Termination of this Support Agreement will not relieve either party from making payments which may be owing to the other party hereunder.

8. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF PTG. Limitation of Liability will be handled in accordance with Appendix A, Section 10K of DIR Contract No. DIR-TSO-2574.

9. Entire Agreement. The DIR Contract No. DIR-TSO-2574 and this Support Agreement contain the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. In the event of any conflict, DIR Contract No. DIR-TSO-2574 shall prevail. Any purchase order or similar document, which may be issued by Customer in connection with this Support Agreement does not modify this Support Agreement. No modification of this Support Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Support Agreement; provided, however, that a modification mutually agreed to pursuant to a click-thru or click-wrap agreement delivered by PTG will be effective. This Support Agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original Support Agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Support Agreement and all Order Forms entered into pursuant hereto may be signed in counterparts. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

THE PARTIES have executed this Support Agreement through the signatures of their respective authorized representatives.

Effective Date: _____

PTG

Signature: _____

Printed Name: _____

Title: _____

Address: _____

Address: _____

Signature Date: _____

CUSTOMER: _____

Signature: _____

Printed Name: _____

Title: _____

Address: _____

Address: _____

Signature Date: _____