



Customer Support Services Terms and Conditions

1.0 SPECIFICATION OF SUPPORT

Ensemble Systems, Inc., 2268-13353 Commerce Parkway, Richmond, BC V6V 3A1, Canada (Ensemble) offers the following support services:

1.1 STANDARD SUPPORT INCLUDES:

- a) Technical Support Assistance via the telephone at (604) 232-4321 or electronic mail at support@ensemble.com available Monday through Friday (9am to 5pm Pacific Standard Time).
- b) Notification of upgrade releases available via e-mail and Ensemble's web page.
- c) Upgrade releases that include patches or minor new functionality are sent to you by e-mail upon your request. Upgrade releases that include major new functionality are shipped to your mailing address at no cost.

2.0 TERMS AND CONDITIONS

- 2.1 End User agrees to pay Ensemble for Customer Support Services (CSS) as set forth in the attached Schedule "A" – Customer Support Services Price List.
- 2.2 If CSS renewal is late (lapsed), but an order for support reaches Ensemble within sixty (60) days after the renewal date, an additional fee equal to ten (10%) percent will be charged, and support will be retroactive to the initial purchase date or renewal date.
- 2.3 If CSS has lapsed for more than sixty (60) days, but for less than one (1) year, then the Customer shall pay for a new one (1) year CSS contract, plus a support renewal reinstatement fee equal to the yearly Support fee prorated over the number of months that support has lapsed. For example, if a CSS contract lapsed for four (4) months, the customer pays the yearly fee plus 4/12 or 1/3 of the yearly fee as the support renewal reinstatement fee, plus the new (1) year of CSS. The renewed CSS contract expiration date will be reset to coincide with the new CSS renewal date.
- 2.4 If a CSS contract lapses for a year or more, the Customer shall pay for a new one (1) year CSS contract, plus a support renewal reinstatement fee equal to twice the monthly fee of the yearly support for each month the support has lapsed. For example, if a CSS contract lapsed for eighteen (18) months, the customer pays thirty-six (36) months as the support renewal reinstatement fee, plus the new (1) year of CSS. The renewed CSS contract expiration date will be reset to coincide with the new CSS renewal date.
- 2.5 Predicated upon receipt of a purchase order for CSS, the services shall commence on the first day of the calendar month following purchase of the Licensed Product to be supported, and shall continue for the terms set forth on the purchase order. Such term shall be for one year in duration.
- 2.6 Payment for CSS shall be made annually in advance.

- 2.7 At any given Site (single corporate entity located within an area having a radius less than 25 miles and covered by common customer support services expiration dates, and must be under the supervision of a common systems manager), either all sessions or no sessions of a Product licensed by Ensemble need to be covered by CSS, unless customer has executed Ensemble's Agreement for Temporary Deactivation of Software Sessions.
- 2.8 Ensemble shall offer support services for a given product for the greater of five (5) years from the first installation date of the Product or two (2) years from the last date the Product appeared on the Ensemble Price List.
- 2.9 Ensemble shall support the most current released version of a given product, or at Customers request the immediately previous major release of that product. Ensemble will use commercially reasonable efforts to offer code level fixes for any non-current version of the commercially available product.
- 2.10 At the expiration of the initial term, product support may be renewed for additional one year periods in accordance with Ensemble's then-current "Customer Support Services Terms and Conditions," by the End User's payment of and Ensemble's acceptance of Ensemble's then-current published Customer Support Services fees. Ensemble shall provide End User notice of any increase in fees prior to the renewal date. The renewal fee shall be due and payable on the effective renewal date. This Agreement may be terminated by Ensemble if renewal fees are not paid by the renewal date.

PLEASE REFERENCE THESE ENSEMBLE SYSTEM'S CUSTOMER SUPPORT SERVICES TERMS AND CONDITIONS ON ALL P.O.s SUBMITTED FOR SUPPORT BY INCLUDING THE FOLLOWING ON YOUR P.O.: **"Applicable terms and conditions are as per the Ensemble Systems Inc.'s Customer Support Services Terms and Conditions, effective July 28, 2008."**

Schedule "A" – Customer Support Services (CSS) Price List

Customer Support Services Product Description	List Price (\$USD)
	Per Seat
JBoss Deployment Toolkit	\$199
Oracle Deployment Toolkit	\$199