All references to Thunderhead in these Terms and Conditions should be read as "Contractor (immixTechnology, Inc.), acting by and through its supplier, Thunderhead."

TERMS AND CONDITIONS FOR THUNDERHEAD PRODUCTS AND SERVICES

WHEREBY IT IS AGREED:

1. Definitions

The expressions listed in this Section 1 and in the Schedules shall have the meanings ascribed to them in this Agreement:

"Agreement" means the operative part of this agreement, the Schedule(s), and/or any other document incorporated by reference which is signed by the authorized representatives of the parties;

"Annual Subscription Based Module" those of Thunderhead's products which are marketed and priced by Thunderhead on an annual license basis;

"Business Use" the business operations and scope of use as specified or otherwise referred to in Schedule 1;

"Charges" License Fees, Support Fees and Consulting Fees plus taxes as per Section 3.5;

"Consulting Fees" the charges and expenses for provision of the Consulting Services calculated on a time and materials basis at Thunderhead's daily rates as published from time to time;

"Consulting Services" the provision during Office Hours of general Consulting services including: project management, delivery, installation, implementation, creation and/or implementation of a Statement of Work, training; the initial amounts of which required by Customer and any timeframe for delivery all being as specified in the relevant Schedule(s);

"CPU Core(s)" the processing element(s) within the Hardware Platform;

"Effective Date" the date of this Agreement;

"Group" any company or entity including joint venture in which the Customer holds 50% or more of the shares or voting power;

"Hardware Platform" the various configurations of application server(s), CPU Cores, operating systems, databases, network applications, print format renderers and other Third Party products as listed in the User Manual upon which the Software is validated to operate, the Customers configuration being specified in the relevant Schedule(s);

"License Fees" the charge specified in the Schedule(s) for the right to use the Software;

"Location(s)" the Customer's premises specified in the Schedule(s) or such alternative address(es) as notified to Thunderhead by the

	Customer;
"Parties"	Thunderhead and Customer;
"perpetual" or "perpetuity"	the period of 70 years from the Effective Date subject to prior termination pursuant to Section 7.1;
"Server Based Module"	those of Thunderhead's products which are marketed and priced by Thunderhead on a per CPU Core basis;
"Software"	the object code or executable versions of the Server Based Modules and/or the User & Web Based Modules of the computer software listed in Schedule 1;
"Statement of Work"	a description of how the Software is to be deployed as may be jointly agreed and implemented as part of the Consulting Services and once agreed attached as a Schedule to this Agreement;
"Support Fees"	the aggregate annual charge specified in the Schedule(s) for the right to receive Support as may be increased from time to time pursuant to Section 3.6;
"Support"	technical support of the Software as specified in Schedule 2 (being either 24X7 or standard Office Hours) which may be updated by Thunderhead from time to time;
"Support Term"	the initial period of 12 months (or such other period as may be stated in Schedule 1) from the Effective Date which shall (unless specified in Schedule 1) renew automatically for fixed periods of 12 months unless otherwise terminated pursuant to Section 7.4;
"Third Party"	means a person or entity other than Thunderhead and Customer;

"Thunderhead Entities"	means (i) Thunderhead and any company or entity including joint venture in which Thunderhead's parent company Thunderhead Limited holds 50% or more of the shares or voting power, and (ii) the officers, employees, contractors and agents of the entities referred to in (i) above;
"User Based Module"	those of Thunderhead's products which are marketed and priced by Thunderhead based on the number of Users;
"User Manual"	information supplied by Thunderhead concerning functionality and/or performance of the Software at its discretion in either written or electronic form which may be updated by Thunderhead from time to time;
"User(s)"	named individuals who are permitted to use those of Thunderhead's products which are marketed and priced by Thunderhead on a per named User basis;
"Working Day" or "Office Hours"	9 AM to 5 PM EST Monday to Friday excluding U.S. Federal holidays;

2. Grant of License, Consulting Services and Delivery

2.1 Upon execution of this Agreement by the Parties and in consideration of Customer agreeing to pay the Charges, Thunderhead grants to the Customer a non-exclusive, non-transferable, perpetual license to use the Software on the Hardware Platform(s) at the Location(s) for the benefit of the Group: (i) in respect of Server Based Module, upon the number of CPU Core(s) specified in the Schedule(s); (ii) in respect of User Based Module, by not more than the number of Users specified in the Schedule(s), in all cases for Business Use. Save as expressly authorized in respect of use by the Group this license is not, by implication or otherwise, granted to any parent, subsidiary or affiliate of the Customer.

2.2 The right of a member of the Group to benefit from the Customer's use of the Software hereby authorized shall automatically cease should that member cease to be a member of the Group.

2.3 Thunderhead reserves all rights not expressly granted herein, and except as stated in this Agreement, Customer shall make no other use of the Software, either for itself or for the benefit of any other person or entity, or permit any Third Party to make such utilization whether or not as part of an outsourcing arrangement or as an application service provider. The Customer shall have no other rights or licenses with respect to the Software or intellectual property rights of Thunderhead.

2.4 Upon execution of this Agreement, Thunderhead will: (i) deliver the Software by the date(s) specified in the relevant Schedule(s); (ii) perform the Consulting Services (which are hereby requested by the Customer) in the manner and at the times specified in the Schedule(s); and (iii) perform Support.

2.5 The User Manual also specifies whether manufacturers' updates to elements of the Hardware Platform continue to be validated to operate with the Software. The Customer understands that Thunderhead is not responsible for supplying, maintaining, supporting or configuring any of the components of the Hardware Platform and it is Customer's sole responsibility to ensure that it uses a Hardware Platform configuration which is stipulated as validated in the User Manual and that all the elements of the Hardware Platform are properly installed, configured, supported and maintained.

2.6 The obligations of Thunderhead under this Agreement are subject to and conditioned upon the timely performance of the Customer's obligations under this Agreement.

2.7 Inspection/Acceptance. The Contractor (immixTechnology, Inc.) can only, and shall only tender for acceptance those items that substantially conform to the software manufacturer's ("THUNDERHEAD") published specifications. Therefore, items delivered shall be considered accepted upon delivery. The Government reserves the right to inspect or test any supplies or services that have been delivered. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within the warranty period; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

3. Charges

3.1   The Customer agrees that Thunderhead will raise the following invoices for the Charges in respect of: (i) the License Fees, on the Effective Date; (ii) the Support Fees, annually in advance the first invoice being

issued on the Effective Date and subsequent invoices issued on each anniversary of the Effective Date during the Support Term; (iii) the Consultancy Fees, in advance on the Effective Date.

3.2   Thunderhead reserves the right, after prior consultation with the Customer, to apportion (on a pro-rata time basis) Support Fees to a single date for all items of Software licensed hereunder.

3.3   Reserved.

3.4   Reserved.

3.5   Reserved.

3.6   The Customer further agrees that Thunderhead may with effect from the first and each subsequent anniversary of the Effective Date increase the Support Fees

3.7   The Customer agrees that Thunderhead's daily rates for provision of the Consulting Services are exclusive of any expenses incurred by Thunderhead while performing the Consulting Services, including but not limited to reasonable travel and living expenses of Thunderhead personnel, airfare, mileage, parking, tolls, lodging, auto rental and per diem meal expense.

3.8   The Customer agrees that its right to draw down or otherwise request performance of the Consulting Services shall be for the amounts and within the timeframe as specified in the relevant Schedule. The Customer further agrees that if it does not fully utilize any Consulting Services within ninety (90) days of being ordered or the parameters specified in a Schedule it shall not have the right to obtain a refund in respect of any pre paid Consulting Fees which shall be retained by Thunderhead as additional consideration for performance of any Consulting Services prior to that date.

3.9   Reserved.

4. Customer's Obligations

4.1   At Thunderhead's reasonable request, Customer will verify that the Software is being used in accordance with this Agreement, including the locations, platforms, number of CPU Cores, models and serial numbers of the Hardware Platform on which the Software is installed. So long as the request does not conflict with reasonable agency regulations, Customer shall give Thunderhead reasonable access to Customer's records and systems to verify that the Software is being used in accordance with the terms of this Agreement.

4.2   The Customer shall not; (i) copy the whole or any part of the Software except to create a reasonable number of back up/archival copies of the Software, or (ii) translate, adapt, decompile, disassemble, reverse engineer or modify the Software except to the extent permitted by applicable law, or (iii) at any time transfer, publish, sell, lease, rent, charge, lend, sub-license, distribute or otherwise deal in or encumber the Software in whole or in part for any purpose.

4.3   The Customer acknowledges that the Software has been designed for document management generally and not specifically for the Customers particular requirements.

4.4   The Customer shall ensure its personnel are trained in the operation of the Software and that the Software is used for its intended purpose and in accordance with the User Manual.

4.5   The Customer is responsible for the input and maintenance of Customer data onto the Hardware Platform and for maintaining effective back-up procedures such as may be necessary to replace any Customer data in the event of loss or damage regardless of cause. These procedures shall include but not be limited to all recommendations made by Thunderhead as well as any measures that a reasonably prudent information technology professional would take to protect its own data, including but not limited to the

regular backup and off-site storage of all Customer data required to restore its computer system to full operational capability following any event which caused such loss or corruption of data. Thunderhead shall not be responsible or liable for any loss, cost, expense or damage suffered by Customer or the Group arising from or in connection with Customer's input or maintenance of its data, or its failure to maintain effective back-up procedures in accordance with this Section 4.5.

4.6   Customer agrees to observe all applicable laws and regulations in respect of the Software.

4.7   The Customer shall make available to Thunderhead such facilities as Thunderhead shall reasonably require for the provision of the Consulting Services and/or Support.

4.8   Should the Customer wish to use more User & Web Based Modules, Server Based Modules, Annual Subscription Based Modules or Consulting Services than is authorized/specified in the relevant Schedule(s), upon written agreement and payment of all fees in respect of the same, the Parties shall document the additional Users, CPU Cores, Annual Subscription Based Modules and or Consulting Services by issuing a revised Schedule.

4.9   The Customer is only licensed to use the Server Based Modules up to the total number of CPU Cores specified in the relevant Schedule. Should the Customer use virtualization products such as VMWare those products must be configured so that the Customer's use of the Software shall not exceed the number of CPU Cores specified in the relevant Schedule.

4.10 At the request and expense of the Customer Thunderhead will add the Customer to the list of beneficiaries under its multi licensee escrow deposit facility with NCC Escrow International Limited.

5. Warranty

5.1   Thunderhead warrants and represents that: (i) it has full right, title and power to enter into this Agreement, (ii) it has the necessary authority to grant the License and perform all its obligations pursuant to this Agreement, (iii) the Software will for as long as the Support Fees are received by Thunderhead operate substantially in accordance with the specifications set forth in the User Manual, and (iv) Support and Consulting Services will be performed by suitably skilled and experienced personnel; subject to each of the foregoing, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of the Software and the performance by Thunderhead of its obligations hereunder, are hereby excluded to the fullest extent permitted by law.

5.2   In the event of a breach of the express warranties contained in Section 5.1 above the Customer's remedy shall be the prompt correction of the breach by the provision of Support.

6. Limitation of Liabilities and Disclaimer

6.1 If Thunderhead by its negligence causes injury to or the death of any person, then Thunderhead's liability for such injury or death will be limited to $1,000,000.00 (One Million Dollars).

6.2   If Thunderhead, by its negligence or otherwise, is responsible for damage to or loss of any physical property of the Customer, then Thunderhead's aggregate liability hereunder will not exceed $1,000,000 (One Million Dollars).

6.3   In all other cases Thunderhead's liability for all losses, costs, expenses and damages, whether arising in contract, by reason of negligence or otherwise, will not in the aggregate exceed a sum equal to 125% of the License Fees received by Thunderhead at the time of accrual of liability. In no event (to the extent not prohibited by law) will Thunderhead be liable for: (i) loss resulting from any defect or deficiency which

Thunderhead remedies within a reasonable time; or (ii) any indirect, special, incidental or consequential loss or loss of business, profits, revenue, interest, goodwill or anticipated savings, or loss or corruption of data, or for any damages or sums paid by Customer to a Third Party, even if Thunderhead has been advised of the possibility of such damages; or (iii) loss which could have been avoided by the Customer following Thunderhead's reasonable advice and instructions.

6.4   Reserved.

6.5   Reserved.

7. Termination

7.1   Reserved.

7.2   Reserved.

7.3   Upon expiration or earlier termination of this Agreement, the Customer shall, notwithstanding perpetuity, cease to be entitled to use the Software and shall immediately de-install the Software and at Thunderhead's option either return the Software and User Manual to Thunderhead or destroy the Software and User Manual and certify in writing to Thunderhead that all copies of the Software and User Manual have been destroyed.

7.4   Reserved.

7.5   Having terminated Support under Section 7.4 should the Customer wish to re-instate Support the Customer acknowledges that such re-instatement is conditional upon payment of all Support Fees which Thunderhead would have received had the Customer not terminated Support. Thunderhead acknowledges that should the Customer terminate Support under this Section it shall not affect the right of the Customer to use the Software granted hereunder which shall continue in perpetuity.

7.6   Upon reinstatement of Support pursuant to Section 7.5 Thunderhead shall provide Customer with all Patches and Upgrades, which are supported at the time of reinstatement and are generally released to customers between the termination of Support and their reinstatement, and Customer shall promptly install such Patches and Upgrades. If the said Patches and Upgrades are not sufficient to bring the Software up to the Supported Version, Customer's only option will be to acquire a new license for the Supported Version.

8. Title, Proprietary Rights and Confidentiality

8.1   Each party hereto agrees that it will keep secret and will not without the prior written consent of the other, or disclose to any third party any confidential information relating to the business or affairs of the other (including this Agreement) or the other's customers learned by such party or disclosed to such party by the other pursuant to or otherwise in connection with this Agreement except insofar as information as aforesaid shall (otherwise than by breach of this Agreement or any other agreement or confidentiality obligations) be trivial or obvious, in the public domain, already known by such party, or is required to be disclosed by law or any securities exchange or regulatory or governmental body.

8.2   The Software and the User Manual contain confidential information of Thunderhead and/or its suppliers and represents and embodies certain valuable proprietary information and trade secrets and all copyright, patents, trade marks, service marks, database right and other intellectual property rights therein are and shall remain the exclusive property of Thunderhead and/or its suppliers, the owners of the Software. All right title and interest in and to any modifications to the Software undertaken by Thunderhead whether or not at the

Customer's request shall belong to Thunderhead and/or its suppliers (as determined by Thunderhead) and shall be included in the definition of Software (as the case may be) for all purposes of this Agreement.

8.3   The Customer shall; (i) keep confidential the Software and limit access to the same to those of its employees agents and contractors who either have a need to know or who are engaged in the use of the same pursuant to the License granted under this Agreement to the Customer, (ii) not remove or otherwise obscure from any copy of the Software Thunderhead's or its suppliers copyright and trademarks or servicemark notice, and without prejudice to the foregoing take all other reasonable steps to protect the confidential information and intellectual property rights of Thunderhead and its suppliers in the Software.

8.4   The Customer shall inform all relevant employees agents and contractors that the Software constitutes confidential information of Thunderhead and/or its suppliers and that all intellectual property rights therein are the property of Thunderhead and/or its suppliers and the Customer shall take all reasonable steps to require compliance by its employees agents and contractors with the provisions of this Section 8.

8.5   Customer acknowledges that the owners of the Software will suffer irreparable harm should Customer fail to abide by the terms and conditions listed herein or otherwise referred to and that such owner shall, in addition to recovering damages, be entitled to obtain injunctive relief from a court of competent jurisdiction to enjoin Customer from infringing the owners proprietary rights in the Software.

8.6   This Section 8 shall survive termination of this Agreement howsoever arising.

9.   Support

9.1   The Customer requests and Thunderhead agrees to provide Support for the Support Term. Thunderhead's obligations under this Section 9 only apply during the Support Term.

9.2   Support is only available in the English language, in respect of Supported Versions and is provided solely at Thunderhead's Website, via email or telephone or in any combination thereof.

9.3   Thunderhead will log all problems with the Software reported by the Customer in accordance with the procedure set out in the relevant Schedule. Upon identification of any Error, Customer shall provide Thunderhead with enough information to reproduce the Error. If Thunderhead is unable to replicate the problem, Thunderhead will request a second sample. If Thunderhead is still unable to replicate the problem from this second sample then Thunderhead will close the reported problem. Thunderhead will notify Customer as soon as possible if it determines that no Error exists or if Thunderhead is unable to reproduce the reported problem.

9.4   Thunderhead shall use all reasonable endeavours to correct any Error in the Software, with a level of effort commensurate with the Error Severity Levels as determined by Thunderhead, within the Resolution Time.

9.5   Thunderhead will make Patches and Upgrades available to Customer within a reasonable time after their publication. Thunderhead usually provides an Upgrade every 12 months with Patches as required.

9.6   Support does not include any training services and the offering of any such services shall be at the sole option of Thunderhead and subject to additional fees and charges to be agreed separately for each such situation.

9.7   Thunderhead's provision of Support is contingent on Customer's compliance with the following additional obligations:

(i) Customer's personnel shall be trained in the operation of the Software, have professional knowledge and experience of software products sufficient for proper interaction with Thunderhead technical staff in matters of support of the Software.

(ii) Customer shall provide Thunderhead with sufficient documentation, data, details and assistance with respect to any reported Errors so as to enable Thunderhead to reproduce and verify the same as an Error.

(iii) Customer shall install all Fixes, Patches and Upgrades within thirty (30) days of being made generally available to Customers, in accordance with any reasonable instructions issued by Thunderhead.

(iv) Customer shall assist Thunderhead to diagnose and correct reported Errors by providing: (a) reasonable access (on-site or remote as requested by Thunderhead) to the applicable Software, the Hardware Platform on which such Software is installed and operating; (b) all relevant documentation and records, including sample output and other diagnostic information and (c) personnel trained in the operation of the Software who have authority to implement remedial actions as instructed by Thunderhead. Customer acknowledges that failure to provide such assistance will affect Thunderhead's ability to achieve the relevant Resolution Time.

(v) Customer shall maintain a current backup copy of all of its programs and data. In addition, Customer shall implement procedures for the protection of information and the implementation of backup facilities in the event of Errors or a malfunction of the Software.

(vi) Customer acknowledges and agrees that the Support Fees are based on the application of the limitations described in this Agreement. Customer further acknowledges that Customer will be solely responsible for all maintenance and support of its own software, data and equipment as well as the Hardware Platform configuration it may be using in conjunction with the Software. Thunderhead shall have no liability for any loss or corruption of any such software, data, equipment and/or the Hardware Platform configuration, however caused.

9.8   Thunderhead shall have no obligation to provide Support in connection with any Error, questions or problems that arise from:

(i) any modification, customization, alteration or addition to Software, or attempt thereof, made by Customer (excluding configuration changes to Customer's database permitted by the User Manual or at Thunderhead's direction);

(ii) use of the Software: (a) in a manner other than described in the User Manual (b) in conjunction with software, equipment, or an operating environment that was not the Operating Environment, or (c) in any way not permitted under the Agreement;

(iii) the negligence or intentional misconduct of any user of the Software;

(iv) any patch or upgrade to the Operating Environment, or other hardware or software, unless Thunderhead has notified Customer of its support for such patched or upgraded Operating Environments;

(v) the malfunction of any element of the Operating Environment, or any equipment not provided by Thunderhead;

(vi) failure by the Customer to implement reasonable recommendations in respect of or solutions to Errors previously advised by Thunderhead;

(vii) changes to the Operating Environment, operating software or other hardware or software not authorized by Thunderhead or use of a Hardware Platform configuration which is inconsistent with the User Manual or

(viii)   the creation or correction of Java, JavaScript, XSL/XSL:FO templates, or API integration issues.

9.9 Thunderhead may, at its option, offer to perform troubleshooting, error correction, diagnostic or other services relating to the matters described in Section 9.8 at its then current professional services rates. Customer shall reimburse Thunderhead, at Thunderhead's then current professional services rates, for all time spent troubleshooting an Error that Thunderhead determines was caused by one of the conditions set forth in Section 9.8, but was not identified as such until after Thunderhead began troubleshooting the Error.

9.10 Provision of Support as described in this Section 9 is Thunderhead's sole obligation, and Customer's sole remedy, with respect to the support of the Software. Thunderhead shall have no other liability or obligation to Customer with respect to any Errors or other real or perceived problems with the Software.

10. Intellectual Property Indemnity

10.1 To the extent permitted by federal law, Thunderhead shall indemnify the Customer against any claim that the normal use or possession of the Software infringes the U.S. intellectual property rights of any Third Party provided that; (i) Thunderhead is given immediate and complete control of such claim, (ii) the Customer does not prejudice Thunderhead's defense of such claim, (iii) the Customer at Thunderhead's expense gives Thunderhead all reasonable assistance with such claim, (iv) such claim does not arise from an intentional tortious act or the negligence of Customer, (v) such claim is not based upon the use of the Software by Customer in an application or environment for which the Software was not designed or contemplated, (vi) such claim does not arise as a result of modifications and/or improvements of the Software introduced or made by Customer, (vii) such claim does not arise as a result of the use of other than the Current Version, if such infringement would have been avoided by use of the Current Version and (viii) such claim does not arise as a result of the use of the Software in combination with any equipment or computer programs not supplied or approved by Thunderhead.

10.2 Thunderhead shall at its option have the right to replace or change all or any part of the Software in order to avoid any infringement.

10.3 This Section 10 states the entire liability of Thunderhead to the Customer in respect of the infringement of the intellectual property rights of any Third Party.

11. Non-Solicitation

Each of the Parties hereby undertakes to the other that, during the first 5 years of this Agreement and for the period of 12 months following upon its termination (howsoever and by whomsoever occasioned), it will not directly or by its agent or otherwise and whether for itself or for the benefit of any other person, solicit or induce or endeavour to solicit or induce any officer, employee or independent contractor of the other to leave that other's engagement, nor will it engage any such individual.

12. Force Majeure

Neither party shall be liable for delay in performing obligations or for failure to perform obligations (other than the payment of Charges) if the delay or failure results from any of the following: Act of God, governmental act, act of terrorism, fire, war, explosion, accident, industrial dispute, impossibility of obtaining materials, computer breakdown or any other such circumstances beyond the party's reasonable control.

13 Reference Site

Customer agrees to be a reference site for Thunderhead and carry out the Reference Site Activities listed in Schedule 1.

14. General

14.1   Any notice or other document given by either party to the other under this Agreement shall be in writing and sent to the address of the recipient set out in this Agreement (or such other address as that party may advise by notice) and marked for the attention of the Company Secretary. Any such notice (except notice of termination issued pursuant to Section 7.1 which shall either be delivered personally or by recorded delivery first class pre-paid mail only) may be delivered personally, by electronic mail (sent to the e-mail address supplied on request) or by first class pre-paid mail or facsimile transmission to the facsimile number of the recipient set out in this Agreement then confirmed by post within 24 hours and shall be deemed to have been served if personally, when delivered, if by first class mail, three Working Days after mailing, if by recorded delivery first class pre-paid mail, when signed for by the recipient and if by facsimile transmission or electronic mail the first Working Day after transmission.

14.2   The Customer may assign the whole of this Agreement within the Group without Thunderhead's consent provided the Customer notifies Thunderhead within thirty (30) days of such assignment taking place. Thunderhead shall be entitled to assign or otherwise sub-contract its rights and obligations hereunder.

14.3   No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of this Agreement or the granting of time by either party to the other shall prejudice, affect or restrict the rights and powers of that said party hereunder nor shall any waiver by either party of any breach hereof operate as a waiver of any subsequent or any continuing breach hereof.

14.4   No amendment or other variation to this Agreement shall be effective unless it is in writing, is dated, and is signed by or on behalf of each of the Parties.

14.5   The provisions of this Agreement and the Schedules hereto, as in effect from time to time by its terms constitute the entire agreement between the Parties in relation to the Software and supersedes all communications, negotiations, representations and agreements (whether written or oral) of the Parties with respect thereto made prior to the date of this Agreement. Any terms contained in Customer's purchase orders, invoices, acknowledgements or other forms that are inconsistent with or different from the terms of this Agreement shall be void and of no effect. In the event of any conflict or inconsistency between any Section of this Agreement and the terms of any Schedule the Section shall prevail unless the relevant Section specifically states that the term in the Schedule will prevail.

14.6   Reserved.

14.7   The text of this Agreement is written in the English Language and any difficulties or uncertainties in interpretation arising shall be solved by reference to the English text and each party shall be responsible for its own costs incurred in making any translations of this Agreement.

14.8   Reserved.

14.9   If any provision of this Agreement or any part of any such provision is held to be invalid or unenforceable, such provision or part (as the case may be) shall be ineffective only to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable or otherwise prejudicing or affecting the remainder of such provision or any other provision of this Agreement.

Support Terms

Contact Information

There are four ways to contact Support.

Email: **support@thunderhead.com**

Telephone UK: +44 (0) 8451 309 342

Telephone US: Toll Free 877 382 8943

Telephone AUS: +61 1300 781579

The preferred method of communication is email except that all Severity 1 and Severity 2 Errors must be reported to Thunderhead by telephone. All communications with Thunderhead customer support will be in English.

Hours of Support

Support will be provided on a 9am-5pm or 24x7

Definitions

In addition to the terms defined in Section 1 of this Agreement the following terms shall have the following meanings:

"Current Version" means the version of Software containing the latest commercially available Upgrade.

"Error" means any material and reproducible failure of the Software to operate in accordance with the User Manual.

"Error Severity Levels" mean:

"Severity 1" or **"S1"** means a catastrophic problem with the Software which renders Customer's production system at a halt and unable to process data through the Software;

"Severity 2" or **"S2"** means a severe problem with the Software which causes serious disruption to Customer's use of Software in a production system;

"Severity 3" or **"S3"** means a moderate problem with the Software which causes the Software not to operate as designed having only a moderate impact on Customer's use of Software but can be temporarily solved by a Workaround;

"Severity 4" or **"S4"** means a minor problem or general query with the output generated by the Software which can be temporarily solved by a Workaround; and

"Severity 5" or **"S5"** means a minor problem with the Software which is logged and closed as a request for enhancement to be considered for incorporation in a future Upgrade.

"Service Levels" means the Response Times and Resolution Times to each Error Severity Level.

"Supported Version(s)" means: the Current Version and any previous version of the Software for up to 12 months from the date that it ceased to be the Current Version;

"Fixes" means a Temporary Fix or Permanent Fix as the case may be.

"Operating Environment" means the operating environment(s) of the Hardware Platform specified in the relevant Schedule including database server, operating system and/or application server.

"Patch" means a consolidation of one or more Fixes, in object or executable code form, which are made commercially available by Thunderhead.

"Permanent Fix" means the repair or replacement of object or executable code version of the Software to remedy an Error.

"Resolution Time" means the elapsed clock time during Office Hours between: (i) Thunderhead's logging of a problem reported by Customer and (ii) implementation of a Temporary Fix/ Workaround (except for the creation of a Temporary Fix or Workaround of a Severity Level 1 Error where time is "unwindowed" i.e. work carries on outside of Office Hours and counts towards calculation of the overall Response Time).

"Response Time" means the elapsed clock time during Office Hours between (i) Thunderhead's logging of a problem reported by the Customer and (ii) a Thunderhead technical support analyst capable of understanding the problem speaking to Customer's support contact about the problem (except in relation to a Severity Level 1 Error where time is "unwindowed" i.e. the response may be outside of Office Hours).

"Thunderhead's Website" means www.Thunderhead.com or any successor web site designated by Thunderhead.

"Upgrade" means a modification or enhancement software release, in object code form, containing new enhancements, features or functionalities, and may be a consolidation of one or more Patches. Upgrades are provided to the Customer by Thunderhead as part of Support without payment of additional fees. The Customer is solely responsible for implementing Upgrades.

"Workaround" or "Temporary Fix" means a change advised by Thunderhead in the procedures to be followed by Customer to avoid an Error without significantly impairing performance of the Software.

ERROR SEVERITY LEVELS

The table below shows the response times in respect of the Error Severity Levels

Error Severity Level	Service Levels		
	Response Time	Resolution Time	
		Temporary Fix or Workaround	Permanent Fix (Estimated)
S1	within 2 Hours	24 Hours	12 Days.
S2	within 3 Hours	48 Hours	24 Working Days
S3	within 4 Hours	10 Working Days	36 Working Days
S4	within 5 Working Days	Not Applicable	Considered for next Upgrade
S5	within 5 Working Days	Not Applicable	Considered for next Upgrade