



150 Consumers Road, Suite 406  
Toronto, Ontario, M2J 1P9

Tel: (416) 497-0370  
Fax: (416) 497-6760

North American Toll Free number: 1-888-836-7274

www.computersystemsint.com

COMPUTER SYSTEMS INT'L | Point-of-Sale Computer Solutions for Dry-cleaning, Alteration, Shoe Repair and Textile Industries.

## Standard Support Agreement

Intending to be legally bound, the parties agree as follows:

### 1. DEFINITIONS

- a) "Chargeable Updates" means a release of the Software which differs substantially from the preceding release of the Software and for which CSI charges an additional fee. These differences may include (but are not limited to) changes in operating characteristics, system input and/or output functions and/or operating system compatibility.
- b) "Off Shift Support" means Support provided by CSI to CUSTOMER at any time other than during Prime Shift.
- c) "Prime Shift" means the hours of 9:00AM to 6:00PM Eastern Standard Time, Monday through Friday, except any statutory holiday observed in the Province of Ontario.
- d) "Software" means (i) the executable object code of CSI's proprietary software product known as Textile Management System (TMS), Any other CSI developed software; (ii) all new, non-chargeable releases, versions and updates thereof; and (iii) where applicable, operating instructions and all other related instructional and reference materials for the Software.

### 2. WHAT SUPPORT INCLUDES

CSI Support will only be provided by on-line telephone, electronic message or the Internet and includes:

- a) Diagnosing Software failures and advising CUSTOMER;
- b) Correcting Software defects if possible;
- c) Toll-free, online assistance; and
- d) Periodic non-Chargeable updates including bug fixes and enhancements.

### 3. WHAT SUPPORT DOES NOT INCLUDE

- a) System failures caused by operator error or failure to follow the procedures outlined in the CSI documentation;
- b) Modifications made to the Software by any person other than CSI or CSI's representatives;
- c) Failure to implement Support corrections within five days of delivery;
- d) Any non-Chargeable Update of the Software that is not the most recently published release, or the one immediately prior to that release.
- e) On-site training and hardware support unless otherwise agreed to for an additional fee.
- f) Software installation on new computers that is subject to our standard installation charges
- g) Software damage due to Virus.
- h) Software customization that is subject to our Standard Development fee and CSI Approval.

---

#### 4. LEGAL RISK MANAGEMENT

- a) **ALL OF CSI'S OBLIGATIONS ARE EXPRESSLY STATED IN THIS AGREEMENT. THERE ARE NO OTHER WARRANTIES OR CONDITIONS EXPRESSED OR IMPLIED. TO THE EXTENT ALLOWABLE BY LAW, THIS EXCLUSION OF ALL OTHER WARRANTIES AND CONDITIONS EXTENDS TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE.**
- b) **THE LIABILITY OF CSI IF ANY, UNDER ANY THEORY OF LAW OR EQUITY, ARISING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE FULFILLMENT OF ANY OF CSI'S OBLIGATIONS UNDER THIS AGREEMENT, IS LIMITED TO DIRECT MONEY DAMAGES NOT TO EXCEED THE TOTAL AMOUNT OF SUPPORT FEES PAID BY CUSTOMER TO CSI DURING THE SIX (6) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM. FURTHER, CSI SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR OTHER ECONOMIC LOSS.**

#### 5. LIMITED GUARANTEE

The remedy for CSI's failure to respond to a request for Support by CUSTOMER within the guaranteed response times shall be a credit for one (1) month free Support. This is the only remedy CUSTOMER has under this guarantee.

#### 6. GENERAL

This Agreement will be effective for the Term selected in the Support Program Form unless terminated as set out below.

- a) If CUSTOMER is in default of payment or becomes insolvent or bankrupt, CSI may (i) terminate this Agreement without further written notice and without any refund; (ii) require CUSTOMER to immediately pay all fees currently owing; and (iii) pursue any other remedy existing at law or in equity.
- b) This Agreement is the entire support agreement between us and merges all prior communications.
- c) CUSTOMER shall not assign this Agreement without the prior written approval of CSI. CSI shall have the right to assign this agreement without notice or consent of CUSTOMER.
- d) This Agreement will be valid when delivered by fax, mail, email or support fee is paid.
- e) This Agreement shall be governed by and construed in accordance with the laws of Province of Ontario.<sup>1</sup>