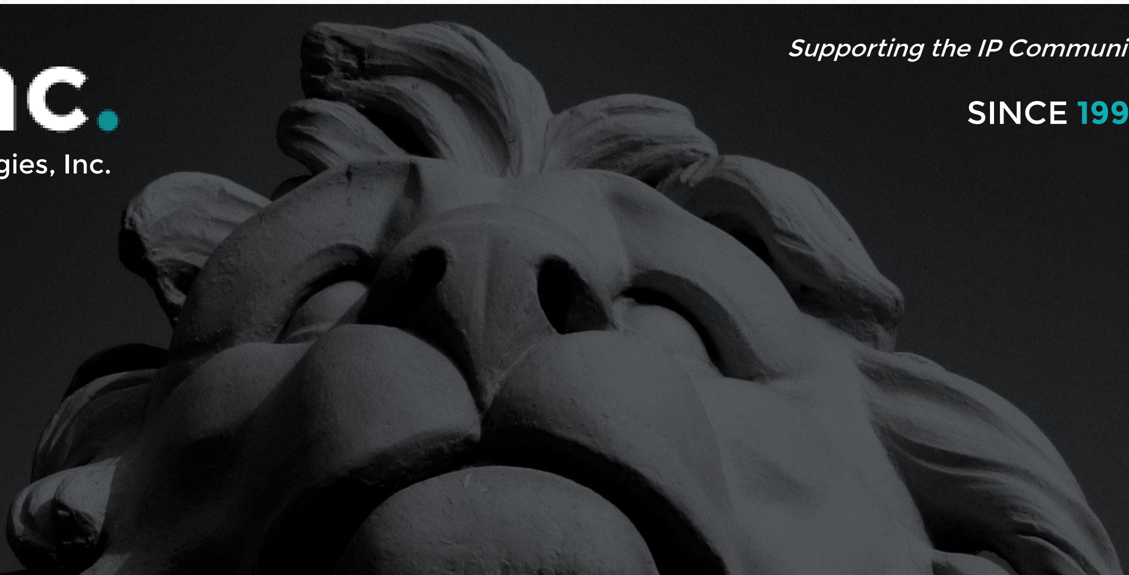
FlexTrac.
Powered by TORViC Technologies, Inc.

Supporting the IP Community

SINCE 1996



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…the largest provider of tailored Intellectual Property management software technology solutions in North America.

FlexTrac Client Support & Software Maintenance Policies

Solutions, Services & Add-On

Solution and Company Information

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The FlexTrac Solution and all materials related to installation, implementation, and support of the solution are properties of TORViC Technologies, Inc.

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Corporate Information

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Help Desk Support Information

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E-mail: Support@FlexTrac.com

Hours of Operation

Monday – Thursday 9:00AM – 5:00PM (Central Time)

Friday 8:00AM – 5:00PM (Central Time)

Contents

Client Support & Software Maintenance

Support, Maintenance of Software & Third Party Programs

Support & Maintenance shall include:

- "Help Desk" Client Support service, consisting of reasonable efforts to briefly answer Client's questions relating to operation of the Software or the operation of the supported Third Party Programs with the Software;
- Software maintenance, consisting of (i) identification of and use of reasonable efforts to resolve failures of the Software to perform materially more or less in accordance with the descriptions and specifications of the respective Documentation, as amended from time to time (it being understood that any such resolution may take the form of a patch or workaround), (ii) provision to Client of all enhancements of the Software that are released generally as enhancements to clients of TORViC that operate in the same software environment as Client, with any updates and amendments of associated documentation (re-written or consolidated documentation may carry a nominal reproduction charge), and (iii) making available to Client any conversion programs that TORViC has developed to assist in upgrading the Software to new software versions; and
- Third Party Programs maintenance, consisting of reporting of problems in Client's use of supported Third Party Programs with the Software that arise from program errors in such Third Party Programs to the relevant TORViC and co-operating in their resolution (it being understood that the TORViC has sole discretion as to the resolution of any such error, which may be by patch or workaround).

Support will be provided between the hours of 9:00 A.M. Central Time and 5:00 P.M. Central Time, Monday to Thursday and 8:00 A.M. Central Time and 5:00 P.M. Central Time on Friday.

All other services, including without limitation those associated with identifying or correcting problems caused other than by program errors in the Software or supported Third Party Programs, such as problems caused by Client error, Client negligence, improper use of Software, modification or customization of Software and problems associated with equipment, environment, networks, communications, or software other than the Software or supported Third Party Programs, training, installing and implementing enhancements to Software, data recovery and reloading Third Party Programs, are not included in Maintenance and may be provided, subject to availability, at standard TORViC rates and subject to TORViC's applicable policies.

Client will promptly report all problems with the Software or supported Third Party Programs to TORViC's Help Desk and provide such details and output illustrating them, as are available.

Conditions of Maintenance

TORViC's obligation to provide Maintenance is subject to the following conditions:

- Client uses the Software and Third Party Programs only in accordance with the terms and conditions of the Agreement;
- Software and Third Party Program implementation, training, reimplementation, and system audit services must be provided by TORViC employees or TORViC certified business partners;
- Client has not modified or altered in any way the Software or Third Party Programs;
- Client has not approved independent interfacing of third party components to the Software or relevant Software database, particularly third party components that write to the Software database, or belong to competitors;
- all calls for service are placed, and all services are received, by representatives of Client who have been designated in writing by Client and who have received proper training in the use of the Software and Third Party Programs;
- the Software, the equipment on which it operates and the Third Party Programs are operated in accordance with TORViC's standard operating procedures for the version of the software they are operating on, and any updates;
- the equipment on which the Software and Third Party Programs operate is in good operating condition;
- Client implements all enhancements of Software on a timely basis and no later than 90 days subsequent to issuance of the enhancements;
- Client obtains, maintains, and updates, as required, the Third Party Programs, and such other software as is necessary for the proper operation of the Software; and
- Client provides reasonable access to its systems so as to enable TORViC to provide Maintenance, including, but not limited to, by way of telecommunication or other remote access to the server environment in which the Software resides (utilizing a telecommunication or other device compatible to such devices utilized by TORViC or a

telecommunication or other device furnished by Client to TORViC which is otherwise reasonably acceptable to TORViC).

All time and materials expended by TORViC resulting from Client's breach of such conditions shall be billed to Client at standard TORViC time and materials rates.

Support Procedures After Implementation

Your IMPLEMENTATION LEAD will determine with you when your implementation is considered “completed”. This is usually the point when your system is operational for the day-today needs of running your business. This does not include any additional solutions, third party applications or reports that may still need to be delivered.

The IMPLEMENTATION LEAD will prepare a summary of all outstanding issues that are being left open from implementation and review those with you. If there are any training services remaining to be delivered, the IMPLEMENTATION LEAD will coordinate these with you.

The IMPLEMENTATION LEAD will arrange for a transition teleconference with you, and the CLIENT SUPPORT LEAD. This meeting will be to review any remaining action items, and who will be responsible for completing them and to introduce the support team who will be responsible from this point forward for your account.

Who can call the Help Desk?

Each Client can designate a maximum of one (1) contact within the organization. The reasons for this are:

- To ensure that there are solution champions within your own office who know the FlexTrac solution thoroughly
- To speed up answers for questions that may not even require a call or email to the Help Desk
- To permit you to assess the knowledge base of your staff by filtering their queries through a resource within your own office first
- To free up the available resources at the Help Desk by equalizing the number of potential callers from all Clients

- To simplify the number of contacts who are authorized to call the Help Desk from within your company
- To prevent other Clients from using the Help Desk as a substitute for proper training when new hires are brought on

You will be requested to supply the name of the single main contact, their phone number and email addresses at the time of the handoff from implementation to ongoing support. This information is necessary for our call tracking records.

What type of issues will be handled by the Help Desk?

The Help Desk is responsible for issues such as the following:

- Re-registration of the software if this process is still required
- Full registration via Help Desk once all accounts are paid
- Reporting error messages or unexpected behaviour with the software
- Brief queries about the operation of the software, such as "how-to" questions not to exceed 5 minutes duration
- Reporting problems with any technical situations, such as database not starting, printing problems in conjunction with the FlexTrac solution, log file issues, etc.

How are issues categorized after they are logged in the call tracking system?

A call ticket is opened every time you call or email the Help Desk. You will automatically receive a tracking number for the issue directly via email reported by FlexTrac online Client Care Center Constellation. Please record this number, as you will need to refer to it for follow-up if a solution is not immediately available.

Client issues fall within the following types:

- Training
- Bug
- Enhancement
- Registration
- Consult Service

Many tickets are classified with an "In Progress" status at first until the precise nature of the issue is determined.

WHAT IS CONSIDERED A "BUG" IN THE SOFTWARE?

A "Bug" occurs when the software does not function according to the documentation provided. An example of a "Bug" would be an incorrect calculation for a subtotal in a report. A "Bug" is NOT a functionality gap that you may have identified in the software. An example of what is not a "Bug" would be ability to print labels sorted by specific criteria that are not currently in the software or described in the documentation.

WHAT IS CONSIDERED AN "ENHANCEMENT REQUEST"?

An "Enhancement" is an item that you would like to see added to the software. During your use of the application, you may find that there is a functionality or report that does not exist to meet your needs. In these situations, please contact us if you require one.

Your enhancement request will be recorded and assigned a tracking number. Next, it is forwarded to the Solution Direction Committee, they will review your request and determine if:

- Your request is in fact possible to be done within FlexTrac solution. Some requests will just not be possible within the programming of the solution or can be better achieved through another module or solution.
- If so, then whether or not it will be added to the software at some future date, and in which release if this is known.
- If not, then your request may be considered Client specific and not have wide interest to the rest of the FlexTrac solution community. You may be given the opportunity to obtain a quotation to deliver your request as a "Custom" solution at additional cost.

The Client Support Services and Professional Services Groups, in conjunction with the Solution Direction Committee are responsible for working with you on this type of a ticket.

"Custom" Code Note: If you elect to proceed with a customized solution, and there are no plans by FlexTrac to add it to the standard release of the software, then the maintenance of the custom code is the Client's responsibility. This means that for every patch, fix, and/or update of the software where the custom code may be affected in order to maintain its operation, the

Client is responsible for all costs of re-integration, testing and documentation that may be required. These services are available on a time and materials basis at our current hourly rates.

How is a priority assigned to my issue?

Depending upon the nature of the situation is ranked on a scale from Blocker, Critical, High, Medium to Low, where Blocker is critical and Low is on an "as available resources" permit basis. For example, if you are unable to produce reports for a patent or you are unable to start your database, then these would be considered a priority "Blocker" and will receive immediate attention. A low priority request would be ordering additional copies of documentation and would be ranked as a "Low". This type of request would be dealt with on an "as time permits" basis.

What about other issues not covered by the list above?

The Professional Services Group is equipped to deal with business issues such as the following:

- Requesting additional solutions and services, such as adding extra users, licensing another module, adding a new product outside of FlexTrac (such as ODBC), or estimates for a customized report or functionality
- Requesting an update to a newer version of the FlexTrac solution or MS SQL and/or scheduling any additional training
- Requesting any other billable services that will require a work order to be approved by an authorized representative of your company
- Questions about invoicing for services and/or support fees
- Requests for additional copies of documentation which is billable
- Status updates on call tickets submitted to the Help Desk
- Changes in your company information, name, address, new employees, authorized caller, contact numbers and email addresses. **Please let us know if you move or change telephone/fax numbers and email addresses.** This is critical if we need to contact you.