



Computer Prompting & Captioning Co.

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COMPUTER PROMPTING & CAPTIONING CO. (CPC) EXTENDED SOFTWARE SUPPORT AGREEMENT

THIS EXTENDED SOFTWARE SUPPORT AGREEMENT (the "AGREEMENT") is made by and between COMPUTER PROMPTING & CAPTIONING CO. ("CPC") and the CUSTOMER that purchased an Extended Support AGREEMENT (the "CUSTOMER").

WHEREAS, CPC agrees to provide extended software support;

WHEREAS, CUSTOMER agrees to receive and pay for the software support provided by CPC;

NOW, THEREFORE, in consideration of the premises and of the mutual promises contained herein, it is agreed by CPC and CUSTOMER as follows:

1. **Support Services:** In accordance with the terms of this AGREEMENT, CPC will provide extended software support.

2. **Support Fee:** Customer will pay CPC in full the fee for the level of support chosen by CUSTOMER. CPC reserves the right to change its rate schedules from time to time, provided that no such change will be effective to this CUSTOMER during the term of this AGREEMENT.

3. **Support Services Provided:** CPC shall provide support of its products as follows:

a. The first five (5) hours of support following six (6) months from date of purchase of a CPC software product is free of charge; and the first two (2) hours of support following two (2) months from the date of purchase of a CPC software upgrade is free of charge.

b. Support consists of problem solving support via a toll-free telephone number and/or email.

c. Support is provided between the hours of 9:00 a.m. to 7:00 p.m., Eastern Time, Monday through Friday, holidays recognized by the United States government excluded;

d. CUSTOMER shall provide CPC with all relevant details of the problem incurred by CUSTOMER, including, without limitation, the description of the problem, the description of the environment in which CUSTOMER'S software is operating, and the error messages or other outputs of the software demonstrating the existence of a problem.

4. **Software Updates:** CPC shall provide updates of its products as follows:

a. Software updates for six (6) months from date of purchase of a CPC software product is free of charge; and for the first two (2) months from the date of purchase of a CPC software upgrade, software updates are free of charge.

5. Term:

a. This AGREEMENT shall commence on the date payment is received by CPC. Software support shall continue for the number of years of extended support paid for by CUSTOMER, or until the number of hours of support paid for by CUSTOMER has been exhausted, whichever first occurs. Software updates shall continue for the number of years of extended support paid for by CUSTOMER.

6. Termination:

a. Upon any breach or default by CUSTOMER pursuant to this AGREEMENT or Customer's Licensing Agreement(s) with CPC, CPC may terminate this AGREEMENT without further notice to CUSTOMER.

b. CPC reserves the right to terminate this AGREEMENT at its sole and absolute discretion upon determination by CPC that the continued support to CUSTOMER is not practical. CPC's obligation and liability to CUSTOMER upon termination of this AGREEMENT pursuant to this sub-paragraph is limited to providing CUSTOMER with 30 days' written notice by "notify sender of receipt" e-mail, or UPS or FedEx and a pro-rated refund of all unearned fees paid by CUSTOMER to CPC.

7. Warranty and Disclaimer: CPC will make reasonable efforts to provide the services described in this AGREEMENT, but CPC cannot guarantee that every question or problem raised by CUSTOMER will be resolved. CPC does not warrant that CUSTOMER'S use of the Software will be uninterrupted or error free. Nothing in this AGREEMENT shall be construed as expanding or adding to the warranty for the Licensed Software as described in the CPC Software License Agreement.

EXCEPT FOR THIS EXPRESS LIMITED WARRANTY, CPC MAKES, AND CUSTOMER RECEIVES, NO WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATED TO OR ARISING IN ANY WAY OUT OF THIS SOFTWARE SUPPORT AGREEMENT, AND CPC SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY: CPC'S LIABILITY UNDER THIS SOFTWARE SUPPORT AGREEMENT IS LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE EXTENDED SUPPORT SERVICES. IN NO EVENT SHALL CPC HAVE ANY LIABILITY FOR ANY SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OF EQUIPMENT OR FACILITIES, OR INTERRUPTION OF BUSINESS, ARISING IN ANY WAY OUT OF THIS SOFTWARE SUPPORT AGREEMENT UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT CPC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9. **Effect on Licensing Agreement:** This Agreement provides Customer with no rights in addition to or greater than those rights accorded Customer in its software Licensing Agreement with CPC.

10. **Miscellaneous:**

a. This Agreement represents the entire understanding between the parties with respect to the Support subject matter and may only be amended in writing.

b. All notices required or authorized by this AGREEMENT shall be given by either party to the other party by hand delivery to or by "notify sender of receipt" e-mail, or UPS or FedEx to the other party at the CUSTOMER'S address, at CPC's address of 1010 Rockville Pike, Suite 306, Rockville MD 20852, or at such other address as either party shall hereafter furnish to the other party by written notice as provided herein.

c. CUSTOMER shall not assign any rights under this AGREEMENT without the prior written consent of CPC.

d. This AGREEMENT shall be interpreted in accordance with the laws of the State of Maryland. In the event of any dispute arising under this AGREEMENT or in any way relating to this AGREEMENT, the parties hereby consent to the jurisdiction of, and consent that venue is proper in, the State and the Federal courts sitting in and for Montgomery County, Maryland. In the event of any action to enforce the terms hereof, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

e. Force Majeure. CPC shall not be responsible for delays or failure of performance resulting from acts beyond its reasonable control ("Force Majeure"). Force Majeure shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failures, earthquakes, or other disasters. CPC's performance will be suspended only for the duration of such Force Majeure.

f. The titles and headings of the various sections and paragraphs in this AGREEMENT are intended solely for reference and are not intended for any other purpose whatsoever or to explain, modify, or place any constriction on any of the provisions of this AGREEMENT.

11. **Entire Agreement:** The parties have read this AGREEMENT and agree to be bound by its terms, and further agree that it, the AGREEMENT between the Parties for Software Support shall constitute the complete and entire AGREEMENT of the parties relating to the subject matter contained herein and supersede all previous communications, oral or written, between them relating to such subject matter. No representations or statements of any kind made by either party that are not expressly stated herein shall be binding on such party.