MNJ SOFTWARE
SERVICES POLICIES

The services policies ("Policies") stated below shall govern the provision of services ("Services") to you ("Customer") by MNJ Software ("MNJ SOFTWARE") as a licensee of MNJ Software ("Software"). Additionally, these Policies are incorporated into the applicable Software License & Services Agreement by reference.

1. CUSTOMER SUPPORT SERVICES

1.1. <u>Incidents</u>. Each instance in which Customer contacts MNJ SOFTWARE with a request for support services ("Customer Support Services") in connection with its use of the Software shall be considered an "Incident" & shall be assigned a unique Incident number. Customer must either have an active Plan subscription or purchase an Incident to be eligible to register an Incident with MNJ SOFTWARE & receive Customer Support Services. If Customer fails to communicate with MNJ SOFTWARE in response to an Incident created at Customer's request for a period of thirty (30) days or more, MNJ SOFTWARE reserves the right to close such Incident & any future communications with the Customer regarding the same Issue will be considered a new Incident.

1.2. <u>Description of Customer Support Services</u>. Customer Support Services in connection with Incidents shall include direct response to Customers with respect to specific reproducible issues ("Issues") with the operation of existing features of the Software. Customer Support Services shall not include responses to any other issues including, but not limited to: (i) computer hardware support; (ii) computer software or driver support; (iii) operating system support; (iv) network support, including network connectivity issues; (v) assistance with configuring of firewalls or proxy servers; (vi) assistance with security, to include computers, servers, or the network in part or as a whole; (vii) assistance with the installation, implementation, or configuration of the Software or the installation of Maintenance Releases; (viii) consulting services; (ix) special assistance with databases such as data migration or data correction; (x) training assistance on the features and/or functionality of the Software; & (xi) custom programming and/or report development. In order to obtain such assistance, Customer must contact MNJ SOFTWARE to purchase Professional Services, if MNJ SOFTWARE provides the services Customer needs

1.3. <u>Certification.</u> Customer must first be certified by MNJ SOFTWARE's Customer Support Department as having successfully implemented the Software before MNJ SOFTWARE will provide Incident-based Customer Support Services to Customer. The process of obtaining an "Acceptance Certificate" requires the purchase of Services from MNJ SOFTWARE. This section shall only apply to Customers who purchased an initial Software license on or after Jan 1, 2007. If Customer has not obtained an Acceptance Certificate & is therefore not eligible to register an Incident, MNJ SOFTWARE will provide direct response to Customer's issue on an hourly basis under a Professional Services Statement of Work pursuant to Section 5 below

1.4. <u>Issue Response</u>. MNJ SOFTWARE shall use its reasonable commercial efforts to respond to & attempt to resolve Incidents reported by Customer. Notwithstanding anything herein to the contrary, MNJ SOFTWARE makes no guarantee that: (i) all Issues will be resolved or that any version of the Software will be error free; or (ii) it will correct or attempt to correct all Issues. The decision whether to correct any particular Issue shall be in MNJ SOFTWARE's sole discretion. Any Issue shall be addressed solely on a "commercially reasonable efforts" basis & if MNJ SOFTWARE's response includes a modification to the Software such as a Maintenance Release, such modification will only be made to the most recently-released version of the Software. The Software includes & is designed to work with certain third party software that has not been developed by MNJ SOFTWARE & MNJ SOFTWARE reserves the right to direct Customer to contact the licensor(s) of such software in certain instances when MNJ SOFTWARE cannot resolve a problem associated with such third party software.

1.5. <u>Resolution of Reproducible Issues</u>. Resolution of reproducible Issues may take the form of a written response, supplementary documentation, a Maintenance Release, or other correctional aids. MNJ SOFTWARE's response efforts begin when MNJ SOFTWARE has received all information from Customer necessary for MNJ SOFTWARE to be able to reproduce the suspected Issue.

1.6. <u>Methods of Assistance</u>. MNJ SOFTWARE reserves the right in its sole discretion to determine the method, manner & means by which Customer Support Services will be delivered. MNJ SOFTWARE will make a reasonable amount of telephone support available to Customers in response to Incidents. Telephone support in the use of MNJ SOFTWARE products can be obtained from 8:30 a.m. to 8:30 p.m., IST, Monday through Friday, excluding company holidays. Refer to the company support center holiday's Any changes to the hours & days of support will be posted to our support website http://www.mnjsoftware.com. If a company holiday falls on a weekend, MNJ SOFTWARE generally observes such holiday on the nearest regular business day.

1.7. <u>Remote Support</u>. If after reasonable commercial efforts, MNJ SOFTWARE is unable to diagnose or resolve an Incident reported by Customer, MNJ SOFTWARE may request access to Customer's computer systems, data or networks through a remote connection in order to continue providing Customer Support Services. Customer shall be responsible for providing the necessary communications access as well as installing the necessary remote control software specified by MNJ SOFTWARE (e.g., Symantec PC Anywhere or Microsoft Terminal Server). In such event, Customer authorizes MNJ SOFTWARE to remotely access its systems & data solely for the purpose of providing Customer Support Services with respect to the Incident & Customer agrees to backup all of its data & verify the integrity of such backup prior to MNJ SOFTWARE gaining access to Customer's applicable computer(s). Before each instance in which MNJ SOFTWARE provides remote support, Customer must have virus protection software installed on its systems, run a scan for viruses, & provide a report to MNJ SOFTWARE identifying any viruses present. If such remote access is not provided, MNJ SOFTWARE shall not be obligated to provide Customer Support Services with respect to the Incident

1.8. <u>Customer's Obligations</u>. MNJ SOFTWARE's Customer Support Department staff relies on Customer's cooperation to successfully resolve Incidents. Accordingly, MNJ SOFTWARE requires Customer to: (i) provide MNJ SOFTWARE a listing of output & any other data, including databases & backup systems, that MNJ SOFTWARE reasonably may request in order to reproduce operating conditions similar to those present when the Issue occurred; (ii) ensure that the use of the Software is in accordance with its documentation; (iii) use reasonable efforts to eliminate any hardware, operating system software & application software deficiencies or conflicts; (iv) capture all relevant data & document all operating conditions & other operating information & fully supply MNJ SOFTWARE's Customer Support Department staff with requested diagnostic information necessary to reproduce the Issue; & (v) implement recommended remedial, corrective or Workaround procedure(s) & fully describe any limitations imposed by such corrections or Workarounds.

1.9. <u>Supported Versions</u>. MNJ SOFTWARE will provide Customer Support Services for: (i) the latest incremental decimal level release of the Software (the "Primary Release," e.g. Version 2.0.1); & (ii) the immediately preceding incremental decimal level release of the Software (the "Secondary Release," e.g. Version 2.0). The Secondary Release will generally be supported by MNJ SOFTWARE for six (6) months following the release of the Primary Release unless otherwise specified in a sunset policy released by MNJ SOFTWARE (see http://www.mnjsoftware.com). In the event that MNJ SOFTWARE decides, in its sole discretion, to provide a Maintenance Release such as a hotfix or a patch in response to an Issue (as defined in Section 3) as part of Customer Support Services, such Maintenance Release will: (a) only be made to the most recently-released version of the Software; & (b) not extend to any customizations to the Software (e.g. customizations to a web store template). MNJ SOFTWARE shall also offer Maintenance/Support Services on releases other than the Primary or Secondary Release ("Older Releases") that have not been "sunsetted" by MNJ SOFTWARE. No Support Services will be available for Older Releases pursuant to a Maintenance Plan or an Incident. The Support Services that are available shall be offered at MNJ SOFTWARE's special hourly support rates for such releases (i.e. typically 1.5 times the current hourly rate for consulting services)

1.10. <u>Software Modifications by or for Customer</u>. MNJ SOFTWARE reserves the right to not provide any assistance pursuant to an Incident if Customer has unilaterally modified the functionality of the Software by making changes or additions to portions of the Software including, but not limited to, pages, stored procedures, triggers & reports or if Customer has integrated another application with the Software's database. In order for MNJ SOFTWARE to diagnose Customer's Issue & provide Customer Support Services related to such changes, Customer may be required to reverse or remove any changes Customer has made to the Software or Software environment.

1.11. <u>Service Limitations</u>. MNJ SOFTWARE shall not be required to correct any Issues or address any issues resulting from: (i) any improper treatment, use or operation of the Software; (ii) any failure to properly maintain the Software or to install a Maintenance Release previously made available, or any errors, defects, or damage to the Software resulting from causes other than those arising in the ordinary use of the Software; (iii) any use of third party software, hardware or data not supported by MNJ SOFTWARE, or the use of software, hardware, systems, or networks not meeting MNJ SOFTWARE's minimum recommended configurations; (iv) any attempts by any party not authorized by MNJ SOFTWARE to repair, maintain or modify the Software; (v) any accident, neglect, misuse, vandalism, lightning, failure or fluctuation of electrical power, failure of telephone equipment or communication lines; (vi) any failure of the Customer's hardware or network infrastructure which causes the Software to malfunction. Additionally, Customer's abuse or misuse of Customer Support Services (e.g. excessive reporting of problems not caused by MNJ SOFTWARE or abuse of MNJ SOFTWARE staff) as determined by MNJ SOFTWARE, may result in termination of Customer's Maintenance Plan.

2. MAINTENANCE PLANS – GENERAL TERMS

2.1. <u>Standard & Enterprise Maintenance Plans</u>. MNJ SOFTWARE currently offers two maintenance plans ("Maintenance Plans"): Standard Maintenance & Enterprise Maintenance. Maintenance Plans are offered by MNJ SOFTWARE to any Software end user who has paid the applicable membership fee & who is not otherwise in default under the License & Services Agreement or the terms of these Policies. Additional terms & conditions applicable to Standard Maintenance Plans are detailed in Section 3 below & additional terms & conditions applicable to Enterprise Maintenance Plans are detailed in Section 4 below.

2.2. <u>Term; Renewal; Reinstatement</u>. The term of either Maintenance Plan begins to run upon the date of the invoice ("Invoice") associated with Customer's purchase of the Maintenance Plan (the "Maintenance Plan Start Date"). Regardless of when any Acceptance Certificate may be issued, the Maintenance Plan Start Date will not be moved forward or otherwise changed. In the event that Customer is unable to obtain an Acceptance Certificate, Customer may either elect to receive a prorated refund of any sums paid for the Enterprise Maintenance Plan in excess of the fees then due for the Standard Maintenance Plan or Customer may continue to work with MNJ SOFTWARE's Professional Services Department to obtain an Acceptance Certificate & MNJ SOFTWARE reserves the right to charge additional fees for such assistance. Unless otherwise specified, the term of a Maintenance Plan is one (1) year. After the initial term, Customer's Maintenance Plan will automatically renew yearly at MNJ SOFTWARE's then-current fees unless terminated by either party upon written notice at least thirty (30) days prior to each successive anniversary of the Maintenance Plan Start Date. In the event of a lapse in a Maintenance Plan membership, Customer will be required to pay a reinstatement fee & any retroactive Maintenance Plan fees in order to obtain services under the plan. All Maintenance Plan payments are nonrefundable except as noted earlier in this Section. Customer must pay Maintenance Plan fees for the total number of licensed concurrent users of the Software, including upgrades & all add-ons or options purchased, otherwise, Customer will forfeit its license to use any users/seats, add-ons or options for which maintenance is not purchased or renewed. If Customer has purchased a maintenance plan membership from any party other than MNJ SOFTWARE, such as a certified MNJ SOFTWARE reseller, MNJ SOFTWARE shall have no obligation to provide any Maintenance Plan services to Customer.

3. STANDARD MAINTENANCE - TERMS & CONDITIONS

3.1. <u>Maintenance Releases</u>. Software corrections & enhancements including hotfixes, patches, workarounds, updates & upgrades ("Maintenance Releases") are made available by MNJ SOFTWARE to active subscribers to a Standard Maintenance Plan if & when such Maintenance Releases are available. The Parties agree that MNJ SOFTWARE shall have no obligations to provide any Standard Maintenance services except as expressly set forth in this section. If Customer does not have an active Standard Maintenance Plan, Customer will not be entitled to receive any Maintenance Releases.

3.2. <u>Effect of Maintenance Releases on Custom Programming</u>. Installation of a Maintenance Release may cause custom programming that MNJ SOFTWARE's Professional Services Department delivered separately to Customer to no longer function as intended. In such event, additional services to resolve any issues may be available for purchase from MNJ SOFTWARE's Professional Services Department

3.3. <u>Online Resources</u>. Standard Maintenance Services shall also include access to MNJ SOFTWARE's support knowledgebase, support forums, & the product suggestion system. Customer understands & acknowledges that information in the knowledgebase & support forums may have not been verified by MNJ SOFTWARE. Accordingly, MNJ SOFTWARE shall have no responsibility hereunder with respect to any inaccurate or incomplete information contained in the knowledgebase or support forums.

3.4. <u>Other Products</u>. Maintenance Releases do not include platform upgrades, new modules, & new products ("Other Products"). Other Products includes new versions of the Software that enable the Software to support or manage new operating systems or hardware environments as well as new capabilities that are added to the product. Customers who wish to obtain Other Products may do so by paying the applicable license & maintenance fees.

4. ENTERPRISE MAINTENANCE - TERMS & CONDITIONS

The Enterprise Maintenance Plan includes all services & resources included in the Standard Maintenance Plan as well as the additional services described in this section.

4.1. <u>Generally</u>. Enterprise Maintenance services ("Enterprise Maintenance Services") are offered by MNJ SOFTWARE to any Software end user who has been accepted by the Customer Support Department & who has paid a fee directly to MNJ SOFTWARE for an Enterprise Maintenance Plan subscription. The Parties agree that MNJ SOFTWARE shall have no obligations to provide any Enterprise Maintenance Services except as expressly set forth in this section.

4.2. <u>Incidents</u>. A Customer with an active Enterprise Maintenance Plan shall be entitled to register Incidents with MNJ SOFTWARE at no additional charge. MNJ SOFTWARE shall provide Customer Support Services in connection with such Incidents as detailed in Section 1 above.

4.3. <u>Customer Support Contacts</u>. Customer must designate, in writing, the name of one (1) authorized support contact for Enterprise Maintenance Services (the "Support Contact") who is trained & knowledgeable in the use of the Software. Additional Support Contacts may be purchased separately. The identity of any Support Contact may be changed from time to time within reason upon written notice from Customer to MNJ SOFTWARE. In such event, Customer agrees that all Enterprise Maintenance Services inquiries from Customer's individual users will be directed to a Support Contact & Customer's communications with MNJ SOFTWARE for Enterprise Maintenance Services will handled exclusively by such Support Contact.

5. PROFESSIONAL SERVICES

5.1. <u>Services Defined</u>. MNJ SOFTWARE agrees to provide professional services ("Professional Services") in connection with the Software licensed by Customer, provided that Customer has paid or pays the applicable fees for such services. The Parties agree that MNJ SOFTWARE shall have no obligations to provide any Professional Services except as expressly set forth in this section.

5.2. <u>Description of the Services</u>. Professional Services shall consist of services including, but not limited to: business process review; project planning; application setup & review; data loading & migration; testing; product training; go-live support; Acceptance Certificate review & issuance; & consulting services. Professional Services shall not include: computer hardware support; computer software or driver support; operating system support; network support, including network connectivity issues; assistance with configuring of firewalls or proxy servers; assistance with security, to include computers, servers, or the network in part or as a whole; & custom programming and/or report development.

5.3. <u>Data Migration</u>. This section shall apply to Historical Data migration services that MNJ SOFTWARE may provide to Customer. "Historical Data" is defined as data to be migrated from customer's existing software application into MNJ SOFTWARE. Data migration is a particularly uncertain process that depends on unique facts & circumstances; therefore, MNJ SOFTWARE accepts no responsibility for errors or other problems that may result during & after the migration of Customer's Historical Data. MNJ SOFTWARE cannot guarantee that all of Customer's Historical Data will be migrated. Loading Historical Data inherently

poses a significant risk to data integrity & by engaging MNJ SOFTWARE to perform Historical Data migration services, Customer agrees that it understands & accepts the risk of data problems. Furthermore, Customer may encounter issues with its Historical Data after, in addition to during, data migration; therefore, it is Customer's responsibility to review any Historical Data that is imported for accuracy & content. Customer agrees that MNJ SOFTWARE may, but is not required to, enter into a Professional Services engagement with Customer to migrate its Historical Data into the Software & that if a Statement of Work is entered into pursuant to which MNJ SOFTWARE agrees to migrate Customer's Historical Data & MNJ SOFTWARE subsequently determines that the Historical Data migration project is not feasible in its sole discretion, MNJ SOFTWARE may terminate the Statement of Work & return any prepaid sums for such Services to Customer.

5.4.   Service Fees & Payment Timing. All Professional Services shall be performed for the fees set forth in an MNJ SOFTWARE Sales Order, Sales Invoice or Statement of Work (collectively, a "Statement of Work"). Fees for hourly consulting services may include not only time spent in interactive discussions with Customer but also any research time associated with the question or issue for which Customer has purchased such Services. Customer shall pay for all Professional Services pursuant to the terms detailed in the applicable Statement of Work.

5.5.   Overtime. If Customer requests an MNJ SOFTWARE representative to perform in excess of eight (8) hours of On-Site Professional Services in a day or to perform Professional Services on a weekend, the applicable hourly rates quoted shall be increased by fifty percent (50%) for the additional time worked by such representative. If Customer requests an MNJ SOFTWARE representative to perform Professional Services on a holiday, the applicable hourly rates quoted shall be increased by one hundred percent (100%) for the additional time worked by such representative. If services are provided on either a weekend or holiday, the minimum number of hours that may be purchased is four (4)

5.6.   Session-Delivered Services. Customer may purchase Professional Services to be delivered by MNJ SOFTWARE according to the number of sessions ordered or the number of sessions in a package of Services. Each session shall last no more than sixty (60) minutes & no credits will be provided to Customer for unused portions of sessions or expired sessions.

5.7.   Travel Fees. Customer will be billed for reasonable expenses incurred by MNJ SOFTWARE in connection with On-Site Professional Services in accordance with MNJ SOFTWARE's Travel & Expenses Policy. Customer will also be billed for a travel time fee ("Travel Time Fee") in connection with all Professional Services engagements. This Travel Time Fee will be assessed on an hourly basis based on door-to-door round-trip travel time.

5.8.   Scheduling & Expiration. The dates, times & schedule for all Professional Services shall be as mutually & reasonably agreed by the parties. Any prepaid services or any credits issued to Customer that are not used within six (6) months of payment or issuance will be forfeited & no credits or refunds will be issued for forfeited services. Prepayments for Professional Services will be honored at the stated rates. Professional Services rates quoted in a Statement of Work or otherwise will be honored for a period of sixty (60) days & are subject to change thereafter.

5.9.   Rescheduling or Cancellation of Scheduled On-Site Professional Services. If Customer requests MNJ SOFTWARE to reschedule or cancel any scheduled On-Site Professional Services, MNJ SOFTWARE reserves the right to charge or retain, as applicable, a percentage of the fees for such services. The applicable percentage depends on the number of weeks prior to the commencement date of such scheduled On-Site Professional Services that customer's written request is received as specified in the following chart:

Amount of Advanced Notice	Percentage Charge
Less than one (1) week	100%
At least one (1) week but less than two (2) weeks	75%
At least two (2) weeks but less than four (4) weeks	25%
Four (4) weeks or more	No charge

5.10. Rescheduling or Cancellation of Scheduled Off-Site (Remote) Professional Services. Customer will be billed in full for any Off-Site (Remote) appointments which are missed or cancelled by the customer with less than two (2) full business days notice.

6.   CUSTOMIZATION SERVICES

6.1.   Manner of Performance. MNJ SOFTWARE will have sole discretion over the method & manner in which the custom programming services ("Customization Services") & the resulting deliverables ("Deliverables") are provided which shall include Customization Services being performed by its employees and/or qualified sub-contractors.

6.2.   Contact Person. Each party will appoint an employee or agent of such party to act as the official contact person for all communications between the parties related to the Customization Services.

6.3.   Customer Cooperation. Customer agrees to backup all Customer Data & verify the integrity of such backup prior to the performance of any Customization Services by MNJ SOFTWARE. Customer further agrees to test all subsequent versions, releases, revisions of the Product (each a "New Product") in a non-production environment to ensure compatibility of the deliverables with the New Product. For example, if a Deliverable is developed for Version 2.0.1 of the Product & MNJ SOFTWARE releases Version 2.1, Customer must first install this later revision in a test environment to ensure that the Deliverable functions properly with the New Product.

6.4.   Ownership. MNJ SOFTWARE retains full ownership rights to all intellectual property in the Deliverables, including, but not limited to, any patents, trademarks, trade secrets, copyrights, & all related content, features, designs, discoveries, inventions, scripts, applets, procedures, improvements, developments, drawings, notes, documents, information & materials made, conceived, developed, generated, or that is otherwise created for Customer with or without the input, advice, suggestion or collaboration of Customer.

6.5.   Operation of Deliverables with Maintenance Releases. Customer acknowledges that Deliverables developed for a particular version of the Product may not work properly with a subsequent version of the Product without the purchase of additional Customization Services pursuant to a subsequent Statement of Work & MNJ SOFTWARE is not responsible for providing patches, bug fixes, updates or upgrades of a Deliverable, consulting, or support services in relation to any Deliverables.

6.6.   Prepaid Customization Services. Any prepaid amounts for Customization Services that are not used by Customer within six (6) months of payment will be forfeited & no credits or refunds will be issued for forfeited services. Prepayments for Customization Services will be honored at the stated rates. Customization Services rates quoted in a Statement of Work or otherwise will be honored for a period of sixty (60) days & are subject to change thereafter.

7.   GENERAL TERMS & CONDITIONS
    The general terms & conditions in this section apply to all Services provided by MNJ SOFTWARE.
7.1.   Data & Information. Customer will make available in a timely manner to MNJ SOFTWARE all technical data, programs, files, documentation, test data, sample output, or other information & resources ("Customer Data") necessary for the performance of the Services in MNJ SOFTWARE's judgment. Customer will be responsible for, & assumes the risk of any problems resulting from the content, accuracy, completeness & consistency of all Customer Data.

7.2. <u>Non-Solicitation of Employees</u>. Customer shall not solicit for employment, nor hire, nor aid any third party in hiring, any employee or consultant of MNJ SOFTWARE that is directly involved in or related to the Services provided hereunder for one (1) year after completion of the applicable Services, unless otherwise agreed to by MNJ SOFTWARE in writing. In the event of breach of this provision, MNJ SOFTWARE may recover from Customer liquidated damages equal to one hundred percent (100%) of the employee's gross income paid by MNJ SOFTWARE for the one-year period immediately preceding the breach.

7.3. Terms Subject To Change. MNJ SOFTWARE reserves the right to modify these Services Policies at any time, with or without notice, by posting a new version of these policies on its website (www.mnjsoftware.com); however, no change will be applied to Customer unless it is applied to all similarly-situated customers.