

The contents of this Contract apply only to those clients who have purchased Annual Maintenance Service (a.k.a. CritiCall Elite) for CritiCall directly from the Biddle Consulting Group, Inc. To purchase this service, call 800-999-0438

CritiCall® ANNUAL MAINTENANCE CONTRACT

1. **GRANT OF MAINTENANCE:** For the consideration of a fee paid to Biddle Consulting Group, Inc., by licensing client (hereinafter referred to as "Licensee"), Biddle Consulting Group, Inc. extends the limited warranty as specified in the License Agreement to the specific Licensee's site and licensing arrangements (single-user/multi-user) for a time period of one year past the expiration date of the initial 30 day warranty period on the CritiCall system or for one year beginning from the date of purchasing this maintenance contract. During this period, the Licensee is entitled to:
 - A) Unlimited telephone technical support for assistance in operating the CritiCall system. This assistance does not include consulting, e.g., data set up, interpretation, or other consulting services that are available on a time and charges basis.
 - B) All CritiCall program updates during the contracted annual maintenance period. An update is defined as an interim release, which provides corrections for minor defects, and/or improvements made to the software between major upgrades.
 - C) Extended warranty services as defined in the License Agreement.
2. **LIMITATIONS:** The following products/services are not extended in this maintenance agreement:
 - A) Major systems upgrades (as determined by Biddle Consulting Group, Inc.) are covered by this maintenance agreement only for CritiCall version 2.0 and above.
 - B) System updates are available only to Licensees holding the current major release version of CritiCall.
 - C) This Annual Maintenance Agreement does not cover replacement of Administrator Manuals, headsets and/or other accessories to CritiCall.
3. **CUSTOM REMEDIES:** Biddle Consulting Group, Inc.'s entire liability and the Licensee's exclusive remedy shall be, at Biddle Consulting Group, Inc., option, either (a) return of maintenance fee paid or (b) repair or replacement of the CritiCall system which does not meet Biddle Consulting Group, Inc. Limited Warranty. This Limited Warranty is void if failure of the System resulted from accident, abuse, or misapplication. Any replacement System will be warranted for the remainder of the original warranty period.
4. **LIMITED WARRANTY:** Biddle Consulting Group, Inc. warrants that the CritiCall system will perform substantially in accordance with the Operator's manual for the period of this contract. It is also recognized, however, that Biddle Consulting Group, Inc. cannot provide a guarantee of compliance or render the licensee immune from liability.
5. **NO OTHER WARRANTIES:** Biddle Consulting Group, Inc. disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.
6. **NO LIABILITY FOR CONSEQUENTIAL DAMAGES:** In no event shall Biddle Consulting Group, Inc. or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use of or inability to use the CritiCall system even if Biddle Consulting Group, Inc. has been advised of the possibility of such damages.
7. **INTEGRATION CLAUSE:** This contract represents the entire integrated agreement the Licensee and Biddle Consulting Group, Inc. and any written or oral communications regarding the foregoing and supercedes all prior negotiations, representations, and agreements, whether written or oral. This agreement may be modified, or any provision waived, only by writing executed by both parties.
8. **SUCCESSORS:** The burdens and benefits of this contract shall be binding upon the respective successors and assigns of the Licensee and Biddle Consulting Group, Inc.
9. **AGREEMENT PARTS:** If any provision of this Contract is found to be invalid, illegal, or unenforceable, the remainder of this Agreement shall not be constructed to be invalid, illegal, or unenforceable and shall remain in full force and effect and the provision found to be invalid, illegal, or unenforceable shall be written by both parties to express the parties' intent in a valid, legal and enforceable manner.
10. **STATE OF CALIFORNIA:** This Contract shall be governed by the laws of the State of California.
11. **ATTORNEY FEES AND COSTS:** If any party commences an action, special proceeding, arbitration, administrative, or other proceeding to enforce this Contract, the prevailing party shall recover as costs its reasonable attorney's fees, consultant fees (Biddle Consulting Group, Inc. staff fees per the firm's published rate schedule), costs, and expenses.

For Technical Support Call 800-999-0438 ext. 127