

UNIVERSAL IMAGING UTILITY (UIU) SUPPORT AGREEMENT

The Universal Imaging Utility Support Agreement (“Support Agreement”) is a legal agreement between the Licensee, as defined in a Universal Imaging Utility License Agreement (“License Agreement”), and Big Bang LLC and its subsidiaries (collectively “Big Bang”).

The rights granted pursuant to this Agreement relate only to holders of a valid License Agreement who agree to be bound by the terms of this Agreement. Big Bang will provide Content Updates and Support, as defined below, during the term of the License Agreement.

Definitions

Content Updates: Content used in or by the Software that is updated from time to time, including but not limited to: updated code, updated driver databases, and updated code modules (if applicable) as they become generally available to Big Bang’s customers.

Support: Access to technical support provided by telephone; access to technical support via direct email or form submission; delivery of bug fixes and patches; or Software Content Updates, if applicable.

Terms and Conditions

Support will be provided in accordance with the UIU Support policy, which can be found at the following web page, and which may be revised and updated by Big Bang from time to time without notice to Licensee: <http://www.uIU4you.com/Support/UIUSupportPolicy.aspx>

Scope of Support: Licensee’s technical assistance may be limited to error correction resolution in certain Software if Licensee has not installed and implemented all licenses for such Software in accordance with the directions for installation provided by Big Bang. Please refer to the Setup Guide or Usage Guide provided by Big Bang to assist you in proper installation and implementation of the Software. Support will not include activities that would be typically made generally available and characterized by Big Bang as product training or consulting involving integration, which may be offered separately. Support for drivers is limited to standard business-class hardware components as represented by major PC manufacturers. Big Bang will, however, make reasonable attempts to address all common hardware driver issues, including missing drivers, and assisting Licensee with creating a deployable hardware configuration that is bootable to the operating system and has a functioning network interface card.

Any version of the Software which has been released to the public and which does not replace the prior version of the Software on Big Bang’s price list, is not included in this Support Agreement. Nothing in this Agreement shall be construed as separately licensing copies of the Software or increasing the number of licenses to Licensee.

Designated Contacts: Licensee may designate up to two (2) individuals (“Designated Contacts”) per License Agreement to act as liaisons with Big Bang staff in addition to the Licensee as primary contact. Licensee may add additional Designated Contacts by submitting the request in writing. The request for

additional Designated Contacts must originate from the Licensee, is subject to approval by Big Bang, and may be subject to an additional fee.

Support Warranty: Big Bang warrants, for a period of thirty (30) days from the date of performance of Support under this Agreement, that such Support will be performed in a manner consistent with generally accepted industry standards. For Support not performed as warranted in this provision, and provided Licensee has reported such non-conformance to Big Bang within thirty (30) days of performance of such non-conforming Support, Big Bang will, at its discretion, either correct any nonconforming Support or refund the relevant fees paid for the nonconforming Support. THIS IS LICENSEE'S EXCLUSIVE REMEDY WITH REPECT TO THE SUPPORT WARRANTY DESCRIBED IN THIS SECTION.

DISCLAIMER OF DAMAGES: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL BIG BANG BE LIABLE TO LICENSEE FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THE PROVISION OF SUPPORT, EVEN IF THE PARTY, ITS RESELLERS, SUPPLIERS OR ITS AGENTS HAS BEEN TOLD SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL BIG BANG'S LIABILITY EXCEED THE PURCHASE PRICE FOR SUPPORT). NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT BIG BANG'S LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.

INTEGRATION: This Support Agreement, as supplemented by any relevant terms in the License Agreement not otherwise defined herein, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and, except as otherwise agreed upon in writing by the parties, supersedes any and all prior written or oral agreements with respect to such subject matter.