

PREZZA TECHNOLOGIES, INC.

SUPPORT TERMS

The following sets forth the terms of the agreement (the "Agreement") by on which Prezza Technologies, Inc., a Delaware corporation with its principal place of business at 1 Mifflin Place, Suite 310, Cambridge, MA 02138 ("Prezza") will provide Support Services (as defined below) for its Ultimate Survey Enterprise.NET™ and/or Ultimate Survey Professional software product (the "Product") which is licensed by you (the "Customer") pursuant to Prezza's End-User License Agreement ("License Agreement"). Except where superseded by this Agreement, all other terms and conditions of the License Agreement are incorporated by reference. Capitalized terms that are not herein have the same meaning as in the License Agreement.

1. DEFINITIONS

"Bug" means a technical aspect or functionality of the Product that does not execute as outlined in the Documentation. Unexpected behavior isolated to Customer's specific configuration or environment does not constitute a Bug. Support Incident is recognized as a Bug only after it has been reproduced in steps provided by Customer and has been confirmed by a Prezza Support Engineer.

"Bug Fix Release" means an embodiment of the Product that is released by Prezza in order to correct Errors.

"Designated Support Contact" means Customer's employee who is authorized to contact Prezza's support center.

"Error" means a defect which causes the Product not to perform substantially in accordance with the specification set forth in Prezza's Documentation.

"Installation" means the process in which the Product installation program is extracted from a CD, diskette, downloaded executable, or network drive onto a single computer's hard drive, and the setup program is run to completion in accordance with the authorized installation instructions. A completed installation is determined by the successful first run of the Prezza application. This does not include configuration of other applications required by the Prezza application, including, but not limited to Microsoft Windows, Microsoft IIS, SMTP, Microsoft SQL Server, firewalls, or networking components.

"Minor Enhancement Release" means an embodiment of the Product that delivers minor performance improvements or enhancements of existing features and/or functionality to the Product.

"Previous Sequential Product" means the embodiment of the Product which has been replaced by a subsequent release, which may include a Bug Fix Release, Minor Enhancement Release, Product Update or Product Upgrade.

"Product Update" means Prezza's reasonable efforts to provide Bug Fix Releases and Minor Enhancement Releases to the then current version of the Product. Bug Fix Releases and Minor Enhancement Releases may also include one copy of revisions to the documentation applicable to these releases. Product Updates do not include Product Upgrades.

"Product Upgrade" means an embodiment of the Product that delivers substantial performance improvements, architectural changes or new features and/or functionality to the Product, for which Prezza may charge a separate license fee.

“Support Services” means the Product support services that are purchased by Customer, as described on the Prezza Technologies web site.

“Support Incident” means an issue requiring Support Services that focuses on one aspect of the Product - e.g. use of a specific feature of the Product or assistance with a specific problem or error message. While this single issue may involve other aspects of the Product, addressing other aspects constitutes a separate issue and a separate Support Incident. A single Support Incident may involve multiple phone calls, emails and off-line research. Prezza Support Engineers are responsible for determining what characterizes a single Support Incident and communicating same to Customer.

2. SUPPORT SERVICES

Prezza will provide the Support Services purchased by Customer upon payment of the applicable fees and pursuant to the terms and conditions of this Agreement

2.1 Support Center. The Prezza Support Center is available to Customer and will be staffed by Prezza Support Engineers Monday through Friday from 9:00 AM to 5:00 PM US Eastern Time, except for recognized Prezza holidays. The Support Center can be contacted by email (via the Help Desk at <http://www.prezzatech.com/support/helpdesk/>) or telephone (617) 715-9600 (requires a valid Phone Incident). During non-working hours, the Support Center can be contacted by phone and your inquiry will be recorded and reviewed at the start of the next working day. Prezza will make its best effort to respond to email support inquiries within 1 business day and with email replies (via the Help Desk) during working hours until the Support Incident is concluded.

2.2 Support Protocols. Incoming calls or emails to the Prezza Support Center are routed to a Prezza Support Engineer who will quickly assess the nature of the Support Incident and either answer the question or schedule return communication. Support Incidents are classified by the Prezza Support Engineer into one of the following categories, in order of their priority.

- High: Bug/Error - A potential Bug or Error is preventing Customer from utilizing the Product in accordance with the Documentation.
- Mid 1: Installation - Questions about Installation.
- Mid 2: Training - Questions regarding Product usage and Documentation.
- Low: Enhancement - Functionality not currently available within the Product.

2.3 Customer Obligations. In order for Customer to receive the Support Services Customer must:

- a. Register client(s) and web server(s) with Prezza’s account representative.
- b. Appoint Designated Support Contact(s) who will maintain the integrity of the Product and who will act as Customer’s liaison for all technical communications with Prezza. Name(s) of Designated Support Contact(s) must be provided to Prezza prior to initial contact with the Prezza Support Center. All technical communications by Customer to Prezza shall only be made by the Designated Support Contact(s). All information and materials provided to Customer by Prezza pursuant to this Agreement will be routed to the Designated Support Contact(s). Customer may change the Designated Support Contact(s) upon written notice to Prezza.
- c. Subject to Customer’s applicable security requirements, provide Prezza with access to and use of all information and system facilities determined necessary by Prezza to provide timely Support

Services pursuant to this Agreement.

- d. Follow procedures and recommendations provided by the Prezza Support Center in an effort to correct problems, including sending files and data requested by Prezza Support.
- e. To the best of its abilities, read, comprehend and follow operating instructions and procedures as specified in, but not limited to, the Documentation and other correspondence related to the Product.
- f. Notify Prezza of a potential "Bug", Error, malfunction and other problems in accordance with Prezza's then current problem reporting procedure. If Prezza believes that a problem reported by Customer may not be due to a Bug or Error, Prezza will so notify Customer.

2.4. Exclusions. Prezza shall have no obligation to support:

- a. Altered, damaged or Customer-modified Product, or any portion of the Product incorporated with or into other software;
- b. Any version of the Product other than the current version of the Product or immediately Previous Sequential Product;
- c. Product problems caused by Customer's negligence, abuse, misapplication or use of the Product other than as specified in the Documentation, or other problems beyond the reasonable control of Prezza; or
- d. Product installed on any hardware, operating system version or network environment that is not supported by Prezza;
- e. Questions related to modifications to the product unless a valid and current Developer Support Contract has been purchased;
- f. Customers needing general training, who must purchase training services if they desire assistance from Prezza.

3. TERM AND TERMINATION

3.1 Term. The initial term of this Agreement is one (1) year from the date of purchase, unless earlier terminated in accordance with this Agreement.

3.2 Termination. Prezza may suspend or terminate Support Services if Customer fails to timely pay Support Service fees as provided in this Agreement, or breaches any provision of this Agreement or the License Agreement, and such failure or breach is not remedied within thirty (30) days after Customer receives written notice thereof. Support Services shall automatically terminate upon termination of the License Agreement.

3.3 Reinstatement. If Support Services are terminated for any reason, Customer may reinstate or renew Support Services (at Prezza's sole option) by paying Prezza all applicable intermediate and reinstatement Support Services fees.

4. LIMITED WARRANTY

Prezza warrants that Support Services will be performed with the same degree of skill and professionalism as is demonstrated by like professionals performing services of a similar nature. Prezza use commercially reasonable efforts to resolve each Support Incident but Prezza does not warrant that every Support Incident will be resolved. Fees will not be refunded if the Support Incident is not resolved.

EXCEPT FOR THE FOREGOING EXPRESS LIMITED WARRANTY, THE SUPPORT SERVICES ARE PROVIDED "AS IS", AND PREZZA MAKES NO OTHER WARRANTIES EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SUPPORT SERVICES. PREZZA SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. Some jurisdictions do not allow the exclusion of implied warranties, so

the above exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

5. LIMITATION OF LIABILITY

5.1 Direct Damages. PREZZA'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES WITH RESPECT TO THE SUPPORT SERVICES UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER FOR THE SUPPORT SERVICES UNDER THIS AGREEMENT.

5.2. Consequential Damages. UNDER NO CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION NEGLIGENCE, SHALL PREZZA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY PUNITIVE OR MULTIPLE DAMAGES OR FOR DAMAGES FOR LOST PROFITS OR LOSS OF DATA, ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED.

6. ADDITIONAL NOTES **HIGH PRIORITY SERVICE**

Support customers have the option to purchase High Priority Service for any single Incident, not classified as an Enhancement Request. Customers purchasing this service will have the option of elevating the Incident to [high priority in / the top of] Prezza's priority queue.

ON-LINE SUPPORT

Users with a current Support Agreement have access to an on-line database of commonly asked questions and known problems. Prezza recommends that users access the on-line documentation and on-line database prior to contacting the Support Center.

CONSULTING SERVICES

Consulting services may be purchased to provide Customer with in-depth expertise in the use of Prezza tools. Please contact Prezza for more information and pricing.

PRODUCT TRAINING

Prezza will provide Product training at an additional cost. Please contact Prezza for more information.