

Statement of Support and Maintenance

This Support and Maintenance statement serves as the explanation of support services provided by Freedom Imaging Systems, Inc.

Freedom and Customers simultaneously enter into a certain License Agreement whereby Freedom licenses to customer all or part of the Record Image Capture And Retrieval (RICAR) software suite, as specified in the signed formal RICAR Software Agreement.

Customer requests and Freedom agrees to provide services to support and maintain the licensed suite, as specified in the signed formal RICAR Software Agreement.

Freedom shall provide the following support and maintenance services for all software applications specified in the Software Agreement.

CRITICAL AND NON-CRITICAL HARDWARE.

Critical and non-critical hardware which includes scanners, scan control workstations, viewers, printers and image/database servers shall be covered by the service contract of the manufacturer. There is an extra charge for the addition of upgraded service and this charge is not included in the basic system price. Freedom can assist the customer with initiating accelerated response time service contracts with the associated manufacturers.

All accelerated response time service contracts will be by and between the Customer and the equipment manufacturer, not between Freedom and the Customer. Freedom may provide conduit services to assist customer with obtaining support where appropriate.

SOFTWARE COVERED.

The software eligible for coverage is specified in the Software Agreement, and as updated with improvements or modifications furnished to the customer by Freedom. During the specified terms of contract, Freedom shall supply customer with any updates (not new versions or upgrades) to the Suite without further charge to customer (excluding shipping, media, and on-site installation costs.). Updates shall be delivered electronically or via any method of shipment mutually agreed upon by Freedom and the customer. Upgrades of the software suite are not covered under the agreement. Upgrades shall be defined as the enhancement of the Suite to perform new functions such that a new version of the Suite is created and released (i.e. V3 to V4). Updates, in contrast, involve error corrections and minor revisions to the functions included in the originally delivered Suite and would normally result in a “point” release of the software (i.e. V3.1 to V3.2).

SERVICES COVERED.

Freedom will promptly correct “bugs”. “Bugs” are defined as any item which causes a failure during the software execution or in the resultant files generated. Under no circumstances will the solving of an incompatibility problem resulting from translation layer software, or other incompatibility issues reasonably determined by Freedom to be a problem, be considered as a “bug” and Freedom reserves the sole right to determine which problems shall be deemed incompatibility problems. Further, Freedom shall not be responsible for maintaining any of its software that has been modified by the

Customer.

PHONE SUPPORT.

Freedom offers two levels of support based upon the specified terms of the proposal, either *Priority Support* or *7/24/365 Support*.

Priority Support

Freedom will provide priority phone support for problem solving from 8:00 a.m. to 5:00 p.m. Monday through Friday Eastern Standard Time, excluding holidays. Calls are typically taken immediately by Freedom staff. After a support call is received, a support ticket will be issued, with a copy of the tracking number sent via email to the requestor. After the service or support is completed, a closing ticket is sent via email to the requestor. Calls regarding non-critical issues will be returned within (4) hours. For critical system emergencies, Freedom will respond to calls within (2) hours. After hours calls are fielded by an answering service. Messages taken by the message center will be responded to the next business day. Under no circumstances will Freedom guarantee the ability to solve problems within a given time frame after responding to a specific request for service. With every request for support and services, Freedom's support staff will open a support ticket and send a copy of the tracking number to the provided email address(es). Once the service or support is completed, a Closing ticket will be again emailed to the provided email address(es).

7/24/365 Support

Freedom will provide 7/24/365 phone support under the same conditions as priority support; however the support service will be made available 24 hours a day, 7 days a week, 365 days a year. Calls made during office hours will be fielded by a Freedom representative. Calls after hours will be answered by a message center. They will immediately contact support personnel 24 hours per day for emergency support requests. Once an after-hours call is received, the on-call technician is paged. If there is no response within 20 minutes, the backup technician is paged. The process is repeated until a Freedom technician is reached to reply to the call. With every request for support and services, Freedom's support staff will open a support ticket and send a copy of the tracking number to the provided email address(es). Once the service or support is completed, a Closing ticket will be again emailed to the provided email address(es).

EMAIL SUPPORT.

Email can also be used to non-critical requests and application errors; email requests should be sent to support@freeimage.com.

OTHER SOFTWARE.

The software items included in Suite are the only items which are subject to support and maintenance. The customer is not entitled to any software support except in regard to the Suite and as specified in the Agreement, unless separately agreed to in writing by a supplement to the Agreement

supported by a separate consideration or by a new and separate agreement supported by a separate consideration.

SHIPPING CHARGES.

Any shipments to customer that may arise from the terms of the agreement are FOB point of origin and Customer may have to pay a shipping and handling fee. All product shipments are made via a traceable two-business day or less courier. These prices may change at any time without written notice.