



**EYEFINITY'S SOFTWARE MAINTENANCE AND SUPPORT
FOR
ON PREMISE PRODUCTS**

This Software Maintenance and Support for On Premise Products hereinafter set forth, as amended from time to time (these “**Software Maintenance and Support Services**”), are a supplement to the License Agreement between Practice and Eyefinity (the “**License Agreement**” and together with all supplements and exhibits thereto [found on www.eyefinity.com/licensingpacket], as well as these Software Maintenance and Support Services, this “**Agreement**”) and are hereby incorporated by reference into the License Agreement, without the need for further action. All capitalized terms set forth herein shall have the meaning set forth in the License Agreement unless expressly provided to the contrary herein

Eyefinity shall provide maintenance services for a term of one (1) year or the Term specified in the Order Form issued by Eyefinity and signed by Customer, beginning when the Product or Services become available to the Customer (the “Initial Term”) and shall automatically renew thereafter for successive renewal terms of one (1) year each (each a “Renewal Term”) unless Customer has provided Eyefinity with a written notice of its intention not to renew Maintenance Service at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term. Provided that it give not less than 60 days’ advance written notice of such change to Customer and provided that it does not prevent Customer from realizing the benefits of using the Software in any material way, Eyefinity may change the services included in the software maintenance and support services at any time, effective as of the commencement of any Renewal Term.

Services Included

- (1) Telephone Help Desk. Eyefinity shall provide Customer technical assistance through its Telephone Help Desk with the installation and use of the Software, the identification of Software problems and the reporting of Service Issues. The Telephone Help Desk will be available to Customer from 9am-8pm Eastern Time, Monday through Friday (except holidays), for a problem in the Software which affects the Software’s ability to perform the material functions as described in the User Guide or product documentation.
- (2) Software Updates. Eyefinity will make available to Customer each minor and major functional release of the Software that Eyefinity makes generally available without additional charge to its maintenance customers and which is intended to replace a prior Software release.
- (3) Service Issues. Eyefinity shall exercise commercially reasonable efforts to correct any Defect reported to Eyefinity by Customer that prevents the Software from performing in accordance with the operating specifications described in the then current Documentation.
- (4) Cooperation. Customer shall cooperate with Eyefinity by granting unrestricted Access to the Software and the Equipment, and providing data and information reasonably required by Eyefinity to correct a problem. Customer shall provide Eyefinity with Remote Access to the Software using a Microsoft Remote Desktop and or VPN connection.
- (5) Exclusions. Eyefinity shall have no obligation to support:
 - (i) Software modified without the prior written consent of Eyefinity;
 - (ii) Software installed on any computer hardware or in combination with other software;
 - (iii) Software where a defect in the Software has been caused by any of Customer's equipment or use of the Software with any computer system(s) and/or peripherals other than the Equipment;
 - (iv) Software that is damaged by accident, unusual physical, electrical or electromagnetic stress, neglect, misuse, failure or fluctuation of electric power, air conditioning or humidity control, excessive heating, fire and smoke damage, or causes other than ordinary use; or
 - (v) Software this is not installed or operating on Eyefinity’s minimum hardware and system requirements.
- (6) Failure to Perform. Any of those services which are not timely provided or completed may be completed by Customer. In that event and provided Customer has used a reputable, reasonably qualified third party contractor for such, Eyefinity shall promptly reimburse Customer for the costs reasonably incurred by it in completing the services.

