

## **Support Agreement CostPerform**

This document is an appendix to the agreement concluded between QPR CostControl BV, having its place of business in Vianen, the Netherlands and registered with the Dutch Chamber of Commerce under number 30180051 ("QPR") and its counterpart ("Customer") regarding the usage of the CostPerform software ("the Software").

**Nature of the support.** QPR shall provide technical support concerning usage of the Software to designated individuals at Customer. In addition, QPR shall provide updates to the Software from time to time to address bugs or add new functionality. Other support shall be quoted in advance.

**Response times.** QPR shall respond to support requests within two working days. Requests must be made through e-mail or the QPR website. Problems are solved in principle within three days. Urgent problems that prohibit a normal usage of the Software can be reported by phone during normal business hours and are addressed as a priority.

**Updates and upgrades.** QPR shall provide without additional charge updates and upgrades to the Software whenever these become available to the general public.

**Support fee.** Customer owes to QPR or its authorized reseller as applicable on an annual basis and at the time of purchase the support fee meant in the abovementioned agreement. In case Customer increases the number of licensed work stations or network users, the fee shall be adjusted accordingly. Customer shall pay the amounts within thirty days of receipt of an invoice.

## Reserved.

**Limitation of liability.** QPR is liable only for damages in connection with support up to an amount equal to twice the support fee. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

**Duration**. This support agreement is entered into for a period of one year, which may be renewed for successive periods of one year each by executing a written order.

**Transfer**. Customer may not assign or transfer this support agreement to a third party without the written consent of QPR, which shall not be unreasonably withheld.

Applicable law and disputes. The Federal law of the United States shall apply to this agreement.