

ANNUAL SUPPORT AGREEMENT

- A. **Training Support.** Following the initial installation SysBase shall provide 10 hours of software training to licensee's employees at _____ . During SysBase's performance of its obligations under this agreement and/or post installation service, Licensee will provide or reimburse SysBase for the cost of reasonable transportation, meals (excluding alcoholic beverages) and lodging (of business caliber or better) for SysBase personnel who are working at Licensee's location.
- B. **Technical Support.**
1. SysBase shall provide telephone support during the 12 months of the Annual Support Agreement at no additional cost to Licensee. Questions can be logged through SysBase's standard email support address at Support@SysBase.com or through SysBase's standard support numbers.
 2. **Emergency Support:** SysBase shall provide adequate emergency problem resolution.
 3. **On-Site Support:** Except as expressly provided herein, the support referenced in Sub-paragraphs 1 and 2, above, will consist of telephone and dialup modem diagnosis and problem resolution. In the event the resolution of the problem necessitates on site attention or service by SysBase, then and in that event, SysBase shall dispatch a qualified representative(s) to the site to implement appropriate corrective, remedial or curative measures. Upon Licensee's reasonable express written request, SysBase will dispatch on-site assistance.
 4. **"On-Site" Technical Support Costs:** Except as otherwise provided herein, Licensee shall provide or promptly reimburse SysBase for the reasonable cost of transportation, meals (excluding alcoholic beverages) and lodging (at business caliber or better) for SysBase personnel who are working at Licensee's location and shall pay SysBase \$95 per hour per person dispatched to provide on-site assistance ("on site technical support costs"). However, in the event it is determined that A) the failure or problem results or resulted from an application software failure, (not including failed database or computer systems), the improper installation of the software by SysBase, the substantial inability of the Product to perform the tasks it is designed to perform as represented by applicable documentation, or from any other work to be performed by SysBase pursuant to this agreement, and B) that such problem could not have been resolve by remote telephone or dialup modem diagnosis/resolution, then and in that event, such work shall be performed at no additional cost to Licensee and Licensee shall be reimbursed for any and all "on site technical support costs" paid by Licensee or credited to SysBase which relate to the resolution of that problem.

5. **Malfunctions:** At no additional cost to Licensee, SysBase will provide replacements and/or work-around for licensed application software "bugs", malfunctions, programming errors and related problems to correct any substantial inability of the Product to perform the tasks it is designed to perform as represented by applicable documentation.

COMPLETION OF INSTALLATION AND TRAINING

Upon completion of the installation of the software at the Licensee's location, SysBase shall conduct a test of the software to confirm the proper operation of the software. Thereafter, SysBase shall provide Licensee with written notice that the system is fully installed and ready for use by Licensee.

DISPUTE RESOLUTION

- 1 Any Party having a Claim against the other Party shall first advise the other Party of the details of the Claim, in writing, with sufficient detail and backup information to permit the other Party to evaluate the Claim. Within ten (10) days after notification of a Claim in writing, representatives of _____ and SysBase shall meet and endeavor to negotiate a resolution in good faith.
2. If good faith negotiations have concluded without resolution, the Claim shall be submitted to binding arbitration. Such arbitration shall be in accordance with the rules of the American Arbitration Association. Notice of a demand for arbitration will be filed in writing with the other party to this contract. The award rendered by the arbitrator shall be final and binding and judgment may be entered upon said award in accordance with the laws of the Indian Tribe, the residing State or the United States of America.
3. Except as specifically provided, the Agreement with the _____ does not and shall not waive, limit or modify its sovereign immunity from any lawsuit. _____ does, however, expressly waive, in a limited manner, its sovereign immunity from suit for the limited purpose of permitting SysBase to bring suit in the United States District Court, the Court of Appeals for the Ninth Circuit and the United States Supreme Court, or, if the federal court declines to assert jurisdiction or venue, in the Courts of the residing State, involving a lawsuit to enforce an arbitration award, except that such waiver as to any claim for money damages or monetary payments is limited to the Contract amount owed, but in no event any greater than the total Contract amount. This limited waiver of sovereign immunity is solely for the benefit of SysBase, and _____, by granting this limited waiver of sovereign immunity to SysBase, does not otherwise waive its sovereign immunity as to any one other than SysBase.

WAIVER

A waiver of a default by SysBase with respect to any term or condition of this Licensing Agreement shall not be deemed a waiver or relinquishment of SysBase's right to demand performance of any such term or condition.

ENTIRE AGREEMENT

Licensee acknowledges that Licensee has read this agreement, understands it, and agrees to be bound by its terms and conditions. Licensee further agrees that it is the complete and exclusive statement of the agreement between the undersigned which supersedes any proposal or prior agreement, oral or written, and any other communications between the undersigned relating to the subject matter of this agreement.

Licensee Date

Organization

Licensor Date

SysBase
Organization