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eDMS License Support  
**ROOTFUSION**  
**Licensing terms and agreement**

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Reference: EDMS\_PLS

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Doc. Date: Tuesday, 26 April 2005

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## 1. Introduction

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This document aims to highlight the eDMS license support terms and agreement.

eDMS version covered by the license support is the current eDMS version at the purchase date, from The NO-SOD Project (<http://www.no-sod.org>) which is licensed under GNU LGPL license.

The License Support is provided by the company ROOTFUSION (<http://www.rootfusion.com>).

The overall services provided under the terms of this license are produced by the company ROOTFUSION and/or subcontractors (freelancer consultants and/or subcontracted third party companies) working for ROOTFUSION.

## 2. License Support content

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The license support provides ability to get supported into the product installation and day-to-day use. It provides also directly latest software patches when available.

The license is attached to one instance of eDMS installation. The customer needs one license per system. A system (eDMS installation) may comprise a bunch of multiple machines (in case of clustering and/or different database servers).

### 2.1 Customer Relationship Management

A new support project is opened for the customer, ensuring to quickly retrieve environment information such the platform used and the current layers / software versions on which eDMS is running. A project history containing support requests and solutions is maintained.

### 2.2 Support and communication

The support is performed by eMail only. Emergency phone numbers are provided to the customer in case of major incident. In case of phone call usage, the calls are billed separately (see pricing section).

### 2.3 Infrastructure

A new CVS (<http://www.cvshome.org>) branch is created on our internal servers with the customer software release licensed, so that it reflects the customer's current installation. When a product customization is requested, dedicated software source code is kept inline with the future releases and patches. This ensures to the customer the ability to upgrade the eDMS with the next versions in case of customized installation usage.

### 2.4 Licensing

Your support license grants you to be supported with a pre-determined amount of resource availability for one year.

This means we allocate the license to 40 working hours of support.  
When the amount of work passed over the license value, the license expires.

The support requests are part of the accounting for the license working hours. The support requests consumed time is directly subtracted from the remaining license working hours without customer approval. The consumed time is based at the minute (time unit). This license mode is attached to the software version, meaning that if the customer purchased the eDMS version x.x license support, the working hours are not available when upgrading to the next versions (a new license must be purchased).

License expiration: the license expires when the 40 working hours have been consumed or after 1 year from the license purchase date (even when the 40 working hours have not been fully used).

Most of support request follow-up will be performed through email. If your system is fully out of service (at the application level), emergency phone numbers are transmitted to the customer. The phone calls are billed separately.

#### **2.4.1 Extra-customization**

It is also possible to get product customization in addition to the customer current license, in which case an offer is proposed regarding the customization work. Extra-customization is only available for customers having a non-expired license.

#### **2.4.2 Support request reporting**

At every support request performed (when the issue is closed) the customer receives an email with the consumed and remaining working hours of the current license.

### 3. Pricing details

Product	Description	Price
License Support	<p>Ensure product professional support and customer follow-up throughout <b>email</b> communication:</p> <ul style="list-style-type: none"> <li>40 working hours of support (expiring when all hours are consumed, or after 1 year from the purchase date – attached to the software version),</li> </ul>	(*) 1499.00 euros
Emergency phone calls	In case of emergency only, phone numbers are available. The customer will be charged for each phone call, invoices are sent monthly.	(*) 50.00 euros per phone call plus 1.50 euros per minute of communication (excluding the telecom costs of the customer network phone provider).
Emergency call back	Upon customer request, technicians are calling back for ongoing support of the issue. The customer will be charged for each phone call, invoices are sent monthly.	(*) 50.00 euros per phone call plus 3.00 euros per minute of communication (including the supplier telecom costs).

(\*) Prices may be changed without customer approval – the price changes are communicated to the customers, based on a yearly review.

The prices do not include VAT. Only certain member countries of the EU who have a valid VAT ID number are exempt from VAT. If customer VAT ID number has not been provided then it will be charged VAT. Customers outside of the EU are exempt of VAT (article 39 of VAT Code). ROOTFUSION VAT ID number: BE 419.859.253

## 4. Customer communication

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### 4.1 Language to use

English language is used during support communications.

### 4.2 Support Requests performed by EMAIL

At the license purchase confirmation, customer gets back a unique customer identification number. This number is attached to the current licensing status of the customer, and must be given at each new call ticket opening. The customer receives also the eDMS support email address to use for the License Support communication.

A call ticket number is attributed to support requests.

An email is directly returned to the customer at every call ticket opening, ensuring the awareness of the license support use by the customer. In case of abuse detection, the customer has one working day to alert our services, either by phone call (which will not be charged by ROOTFUSION – this phone call cost will be charged to you by your telecom supplier under their pricing conditions) or by email. This prevents fraudulent use of the customer identification number.

The email support responsiveness is intended to be fast. Most of requests are treated within the next two hours of the email reception; however due to the worldwide GMT scope of the support, it may require a bit more. At least a technician will work on the call ticket within maximum the next 24 hours (of the open support working days).

The issue resolution time depend of the problem.

The support is open 8 hours a day, 5 days a week at GMT +1 (support is closed on Saturday and Sunday), except when our Offices are closed. The yearly calendar with closed days is transmitted with the license support.

### 4.3 Support Requests performed by phone calls

At the license purchase confirmation, customer gets back an emergency phone number and confidential access code. When using the emergency phone call, the customer is prompted to provide both customer identification number and the access code.

The technician helps the customer with available means at the call time. The customer may request the technician to call back in some cases.

The phone number may only be used in case of emergency (e.g. complete system failure). The technician will not help for any informative calls.

Regarding the emergency phone calls support responsiveness, the customer should get a technician online directly; however due to the worldwide GMT scope of the support, the customer may be dropped onto a vocal mailbox.

Customers wanting to let a message on the vocal mailbox must provide both customer identification number and the access code (and request in the message explicitly a call back when required).

At least a technician will work on the call ticket within maximum the next 24 hours (of the support open working days).

The issue resolution time depend of the problem. The resolution may follow based on both email and phone calls. By default, email is used, except when customer requires phone call.

The support is open 8 hours a day, 5 days a week at GMT +1 (support is closed on Saturday and Sunday), except when our Offices are closed. The yearly calendar with closed days is transmitted with the license support.

In case of abuse using emergency phone calls, ROOTFUSION may decide without customer approval to terminate the customer license. This revocation may be performed at any moment, and is communicated by both email and post mail. No refund possibility is available for the customer.

## 4.4 Customization requests

To prepare a product customization request, the customers are encouraged to provide clear requirements, making use of flowcharts, screen-shots or whatever can help analysts and developers to fully understand the need (which is the software requirement specifications). Use emails with attached documents to communicate customization requests.

A call ticket number is attributed to customization requests.

A primary functional specification is produced and returned back to the customer. After one or multiple reviews, upon customer request, a price offer is provided based on the latest functional specifications, with an expected delivery time. The primary functional specifications production is free of charge, but only available to customers having a non-expired Support License.

When the customer confirmed the order, the project development starts up.  
The order confirmation is performed as follow:

- The customer sends an ORDER by FAX to ROOTFUSION SPRL, with all the details that have been agreed.
- The customer processes the payment of the first half of the total amount (second half to be paid at delivery).

The call ticket number is closed either upon customer delivery acceptance, or automatically after a period of 30 days in which the customer did not agree nor disagree the delivered solution. In case of disagreement, ROOTFUSION may evaluate the reasonability of the customer and decide to suspend / terminate the License Support, or elect to apply the 30 days money back refund.

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ROOFUSION has the right to refuse any user requirement for software customization when these requirements are considered to be un-maintainable by ROOTFUSION.

## 5. Software continuity

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ROOTFUSION may solely reserve all rights to add and/or remove functionalities in the supported software eDMS.

ROOTFUSION promises to make its best efforts into producing software releases inline with the majority of customer expectations, but also to conduct the software development continuity inline with the latest technologies in order to keep the business ongoing. The technology choices of ROOTFUSION will be elected from and only from ROOTFUSION's management.

Dedicated survey-forms will be send time to time to ROOTFUSION' s customers with the objective to obtain an accurate lists of the customers wishes for the next releases. ROOTFUSION reserves solely all rights to apply the customer wishes inside the next software development or not.

## 6. Ordering

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This section provides the steps to follow by customers when placing an order of any License Support item(s).

### 6.1 Submission

To submit an order the customer must use this way:

- Buy online via <http://www.rootfusion.com> (credit cards and bank wire transfer accepted)

### 6.2 Payment processing

When the payment has been processed (received by ROOTFUSION), the customer gets back the invoice by post mail, and receives by email the license information such customer identification number, support email address, support phone number and access code.

## 7. Legal terms, conditions and agreement

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This agreement will govern your purchase and use of any ROOTFUSION Services (collectively called "License Support item(s)", your account will also be referred to as your "License Support item(s)") as described in the Order Form, ordered by you and accepted by ROOTFUSION (also known as ROOTFUSION SPRL) and explains the terms and conditions that apply to your purchase and the use of the License Support item(s). Processing the invoice product payment means you accept these terms and conditions in order to use the License Support item(s) and means you acknowledge that you have read this agreement and agree to be bound by the terms and conditions contained on this document as well as all policies and guidelines incorporated by reference. You agree that all the information you submitted is true and correct to the best of your knowledge.

**Disagreement.** If you do not agree to the terms of this document, or any of ROOTFUSION's policies or guidelines, do not process the invoice payment and your License Support item(s) will not be created. If you do not agree to the terms of any modification to ANY ROOTFUSION document, immediately notify ROOTFUSION of your termination of this agreement, thereby terminating your License Support item(s) with ROOTFUSION.

**Modification Agreement.** ROOTFUSION reserves the right to change or modify any of the terms and conditions contained on this document and any policy or guideline incorporated by reference at any time. From time to time it is at ROOTFUSION reserves, in its sole discretion, the right to determine whether and when any such changes apply to both existing or future customers. Any changes or modification will be effective upon posting to ROOTFUSION's website. ROOTFUSION will only post a notice of any revisions or changes to this document for thirty (30) days in ROOTFUSION's website. ROOTFUSION may change or modify ANY policies or guidelines without notice to you. Your continued use of ROOTFUSION's License Support item(s) will be the reflection of your cooperation and acceptance of any changes or modifications.

All charges for your License Support item(s) must be paid in advance according to the most current price of the License Support item(s). Upon registration, you must pay for your License Support item(s) by bank wire. Upon paying for your License Support item(s), you thereby grant permission to ROOTFUSION to charge any fees in accordance with your License Support item(s). You must notify ROOTFUSION of any changes (including, but not limited to the, invoice address and VAT number) to your personal information that may prevent ROOTFUSION from billing you.

**Charges.** You will be charged additional nonrefundable fees in the event that you used excessive services including, without limitation, additional emergency request phone calls in excess of License Support item(s) limits. You agree to pay for any and all charges that may coincide with the use of your License Support item(s) at the current ROOTFUSION prices, which shall be subject to any applicable taxes. You are responsible for the payment of all taxes of any nature including, without limitations, federal, state and local sales, use, value added, excise and duty taxes irrespective of which party may be responsible for collecting or reporting such taxes. **Lateness.** If your payment is received late, you may be responsible for paying a late charge of 10 euros per month for delayed payments. Your License Support item(s) may remain suspended until payment is received by ROOTFUSION from you. If your License Support item(s) is left unpaid for 60 days, your License Support item(s) may be

terminated. A termination under this condition, or any other, will not relieve you from paying any past due fees plus interest that have accrued prior to the termination. In the event of collection enforcement, you will be liable for any costs, including, without limitation, attorneys' fees, court costs, and collection agency fees.

**30 Day-Money Back.** You have a 30 days trial period which will only apply to customization request License Support item(s). If you do not feel ROOTFUSION has delivered the business you expected, you may terminate this agreement within the first 30 days from your software delivery date, and receive a refund for the agreed upon License Support item(s) charge and shall exclude, without limitation, the refund of any other License Support item, or promotional discounts, etc... To receive the refund, you must terminate your License Support item(s) in the manner described in the Termination Instructions below and discontinue your uses of the License Support item(s), and ROOTFUSION must receive this notice within the first 30 days period of your License Support item(s). You also agree to provide ROOTFUSION with a description of why you are not satisfied with ROOTFUSION's License Support item(s). ROOTFUSION may elect to refuse refunding in case of detection of un-reasonability in the customer non-satisfaction description.

**Content Requirement.** Use of the License Support item(s) requires a certain amount of knowledge in the use of Internet Programming Languages, protocols and software, etc... This knowledge will vary depending on the usage and content level of your eDMS. You or your system administrator must have the knowledge necessary to maintain your eDMS platform, as it is not ROOTFUSION's responsibility to advise, teach, supply or provide any such knowledge or customer support outside of the License Support item(s) agreed to you by ROOTFUSION. EDMS platform means the operating system and any other software layer on which resides your eDMS installation.

**Usage of allotted Resources.** You agree that the use of the License Support item(s) will not exceed the support resources (e-mail usage, emergency phone calls) allotted to your License Support item(s). If you use any resources that surpass the percentage or conditions agreed upon, ROOTFUSION may, in its sole discretion, apply additional charges, suspend the License Support item(s)'s usage, or terminate this agreement. In the event that ROOTFUSION elects to take corrective action, you will not be entitled compensation for any used or unused prepaid services.

**Quality of Service.** ROOTFUSION will make its best efforts to provide quality, and uninterrupted services but this is not a guarantee. ROOTFUSION will not be responsible for any damages caused by service interruption, temporary delay, or outages of the License Support item(s).

**Employee Solicitation.** You agree not to approach ROOTFUSION's employees with proposal to hire them as his own employees or contractors. If you were to hire any of ROOTFUSION's employee, you agree to pay ROOTFUSION for each employee the greater amount of three year's salary for that employee or 300,000.00 euros.

**Limited Liabilities.** Under no circumstances, including, without limitation, negligence or other tort, principles of contract, warranty, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose or otherwise, shall ROOTFUSION in creating, producing or distributing the License Support item(s) thereunder be liable to you for any indirect, special, consequential,

incidental or exemplary damages including, without limitation, to damages for lost profits, loss of use, loss of data, errors, defects, phone bills, communication lines bills, loss of privacy, damages to third party even if ROOTFUSION has been advised of the possibility of such damages. In no event will ROOTFUSION or its suppliers have any liability for unauthorized access to, theft or destruction of any content made available for distribution by the License Support item(s) through fraud or devices.

**Indemnification.** You agree that you shall defend by counsel reasonably accepted by ROOTFUSION, protect and hold ROOTFUSION harmless from and against any and all demands, liabilities, losses, costs, expenses, claims, including reasonable attorneys' and consultants' fees and court costs, demands, causes of action, or judgment directly or indirectly arising out of or related to the License Support item(s) provided ROOTFUSION to you.

**Disclaimer.** You acknowledge and agree that ROOTFUSION accepts no responsibility or liability for, and employs no control over, the content of the information passing through ROOTFUSION's host servers, network hubs, License Support item(s) or the Internet, or any failure or data lost caused by the software supported or delivered. All services performed thereunder are performed "as is" and without warranty against failure of performance including, without limiting to, any failure due to computer hardware or communication systems. Except as expressly provided in this Agreement, ROOTFUSION does not make and hereby disclaims, and you hereby waive all reliance on, any representations or warranties, arising by law or otherwise, in reference to the License Support item(s), including, but without limiting to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or developing from course of dealing, course of performance, or usage in trade.

**Termination Instructions:** To terminate your License Support item(s) you must follow these instructions. Any other forms of termination will not be acceptable. You must provide ROOTFUSION with notice of a termination at least 7 days before the end of the Term by e-mail containing the following pieces of information 1)Customer ID number, 2)Access code 3)E-mail Address. ROOTFUSION verifies the authenticity of the request with the customer ID number (only known by the license owner). Once we receive your Notice of Termination we will send you a confirmation e-mail. If your License Support item(s) was billed in error after termination, credit will only be given to you if you have a valid confirmation e-mail. Any attempts to cancel by telephone voice messaging system will be rejected and billing will continue until these instructions have been followed. Any and all data related to you inside ROOTFUSION's equipment may be deleted upon termination. ROOTFUSION is not obligated to back-up any of this data after a Notice of Termination. If you reregister after your License Support item(s) was made, any and all dues and fees paid up to date regardless of services rendered will be forfeited.

**Liabilities and Obligations on Termination.** If the Agreement expires or is terminated for any reason, ROOTFUSION is not liable to you because of such an expiration or termination for compensation or reimbursement on License Support item(s) of the loss of prospective profits, anticipated sales, goodwill or on License Support item(s) of any investment, relation to, or association with your business or for any other reason resulting from your termination or expiration. Any termination of this Agreement will not deem you exempt from past due invoices or fees that have acquired prior to the termination of this Agreement owed by you to ROOTFUSION as provided in this Agreement. ROOTFUSION reserves the right to refuse

service to anyone and terminate any License Support item(s) without reason with 10 days notice.

Violations. Failure to follow ROOTFUSION's Agreement, policies, guidelines (collectively called "Conditions") will result in cancellation of your License Support item(s). ROOTFUSION will be the sole arbiter as to what constitutes a violation of the Conditions. ROOTFUSION reserves the right to remove any License Support item(s) without prior notice. ROOTFUSION may investigate any reported violation of the Conditions or any complaints and take any action that it deems appropriate and reasonable to protect its business, facilities, and/or third parties.

Refund Policies. You and ROOTFUSION agree that there will be no monetary compensation for terminated License Support item(s)/services regardless of the reason. No Refund or prorated. Licensing costs are non-refundable for any reason. Customization requests cancellations within the trial period (first 30 days on product customization delivery) of the customization software delivery have 30 days to request the refund.

Promotions. Promotions through ROOTFUSION are subject to cancellation at anytime. ROOTFUSION has the right to revoke any promotional offer previously offered on an account should it not comply with the terms and conditions of the promotion. Promotional terms and rates do not apply to renewals of terms or accounts without limitation. Refunds offered by ROOTFUSION through any and all promotions can only be claimed within the first 30 days after the first date of issuance through the promotion. Any request for a promotion to be in-acted after the designated promotional period will be denied.

Actions. ROOTFUSION reserves the right to restrict or remove any content from its equipment that violates the Conditions, or is objectionable, or infringing on any third party's rights or in potentially violation of any laws. In the event that ROOTFUSION becomes aware of the violation of the Conditions, a third party's rights or laws, ROOTFUSION may immediately take corrective action which may include, but not be limited to, (1) restricting the License Support item(s), (2) suspending or terminating the License Support item(s), (3) restricting or prohibiting any and all use of ROOTFUSION's equipment, and/or (4) pursue other civil remedies. The above stated rights however does not obligate ROOTFUSION to monitor or exert control over the information made available through the License Support item(s). ROOTFUSION will not be obligated to refund you any fees or charges paid in advance for corrective actions due to possible violations of the Conditions.

Disclosure. ROOTFUSION may reveal any information it deems necessary or appropriate, including, without limitation, customer information (e.g. name, e-mail address, etc...), usage history, material contained on ROOTFUSION's system in order to abide by any applicable laws, lawful governmental requests, to protect ROOTFUSION's systems and customers, or to provide and protect the quality, functionality, and integrity of ROOTFUSION's business and equipment. ROOTFUSION reserves the right to report any activities that it suspects violates any laws or regulations to the appropriate law enforcement officials, regulators or any other appropriate third parties.

Compensation. You agree to compensate, ROOTFUSION and its affiliates and suppliers (and their respective employees, directors and representatives) for any and all expenses, including, without limitation, all claims, actions, proceedings, suits, liabilities, fines, and attorneys' fees, incurred by ROOTFUSION or it's suppliers, arising out of or relating to (1) your violation or

breach of any agreement, terms, representation or warranty of this Agreement or any applicable policy or guideline; (2) your improper or illegal use of the License Support item(s); or (3) your violation, alleged violation, or misappropriation of any intellectual property right (including, but not limited to, trademark, copyright, patent, trade secrets) or nonproprietary right of a third party.

Entire Agreement. This agreement in addition with and to all policies and guidelines incorporated herein by reference, constitutes the entire agreement and contract between you and ROOTFUSION and supersedes any and all prior and contemporaneous, oral or written representations, communications, understandings and agreement between you and ROOTFUSION with respect to the subject matter hereof, all of which representations, communications, understandings and agreements are hereby canceled to the extent they are not specifically merged herein. You agree that you are entering into this entire agreement on the basis of any representations or promises not expressly contained in the entire agreement.

Advertising. ROOTFUSION may, free of any obligation to compensation, payment or reward, use your name and refer to you as a client, in advertising, publicity, or similar materials distributed or displayed to current or prospective clients, except at the express condition requested by yourself. Express condition of non-advertising must be notified before License Support item(s) purchase, by mean of post mail.

Refusal of Service - ROOTFUSION reserves the right to refuse service to any customer at anytime regardless of reason.

Laws. The entire agreement shall be governed by the laws of the European community and the Belgium country and its validity constructions, interpretation and legal effect shall be governed by the laws and judicial decisions of the Belgian Court of the city of Tournai applicable to contracts entered into and performed entirely within the European community. You shall at all times accord with all applicable laws and regulations and shall protect and save ROOTFUSION harmless from your failure to stray from accordance. You agree that ROOTFUSION shall not have to perform any obligations set forth in this Agreement if such performance would violate any present or future law, regulation or policy of any applicable government.

You shall not use the License Support item(s) in any way that violates European community export laws, including without limitation, uses related to the distribution of weapons of mass destruction, prohibited chemical, biological, or nuclear weapons or missile use. You agree that you are not located in, under control of, or a national or resident of any country restricted as a destination by European community law or on the CEE Treasury Department's list of Specially Designated Nationals or the CEE Department of Commerce's Table of Denial Orders.

Severability. If any provisions of the entire agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable form and shall in no way affect the validity or enforceability of, the remaining provisions of the entire agreement, which shall remain valid and enforceable according to its terms. If it is deemed severable form, the liability of ROOTFUSION and its suppliers to you will be limited to the amount actually paid to ROOTFUSION by you under this agreement during the three (3) months preceding the date on which the claim accumulated. This limitation applies to all causes of action in the

aggregate including, but not limiting, to breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other damages. The fees for the License Support item(s) set by ROOTFUSION have been and will continue to be based upon this allocation risk. Accordingly, you hereby release ROOTFUSION and its suppliers from any and all obligations, liabilities, and claim beyond the limitation stated in this section

Warranties and Representation. You warrant and represent to ROOTFUSION that you are (1) at least eighteen 18 years of age; (2) you possess the legal right and ability to enter this agreement; (3) you will use the License Support item(s) only for lawful purposes and remain in accordance with this Agreement and all policies and guidelines that may apply; (4) you will be financially responsible for your License Support item(s); (5) you have verified or will verify the accuracy of materials distributed or made available through use of the License Support item(s), including, without limitation, your content, claims, warranties, guarantees, nature of business, and address where business is conducted, and (6) your content does not infringe or violate any right of any third party (including intellectual property rights) or violate any applicable law, regulation or ordinance.