

Our ONLY Limitation



Is YOUR Imagination

Imminent Technologies Incorporated (since 1994)

212 Lake Air Drive

Waco TX 76710

254-523-0550

www.imnt-tech.com

Imaging Made Simple

Maintenance and Support

Learn more about Imaging Made Simple: www.ImagingMadeSimple.com

Online Manual: <http://support.imnt-tech.com/>

This Agreement is between you, the user (the "Customer") who has previously licensed Imaging Made Simple (the "Licensed Product") under a separate Imminent Technologies Inc End User License Agreement, and Imminent Technologies Inc Inc. (212 Lake Air Drive, Waco Texas) ("ITI") for maintenance and technical support services (the "Support Services").

Term: The Term commences upon the effective date of your order and shall be as set forth in your ordering document or invoice (the "Order Form"). Thereafter it will be extended on either monthly or annual terms (as set forth in the Order Form and subject to any minimum term indicated (the "Minimum Term")) at the support or renewal fees set out by ITI (the "Fees"). The Term ends when the then current term expires and ITI does not receive a renewal fee, or when this Agreement is terminated in accordance with its terms.

Termination:

(a) ITI may immediately terminate this license without notice upon the occurrence of any of the following events:

- i. Customer fails to comply with any provision of this Agreement;
- ii. Customer attempts to assign, sub-license, or otherwise transfer any of its rights under this Agreement without the consent of ITI;
- iii. Customer fails to pay any of the applicable Fees under this agreement by the due date.
- iv. Customer files an assignment in bankruptcy or becomes bankrupt and/or insolvent, upon the appointment of a receiver for all or substantially all of the property or assets of the Customer, upon the making of any assignment or attempted assignment for the benefit of creditors or on the institution by Customer of any act or proceeding for the winding up of its business.

(b) Customer may terminate this Agreement without cause after the Minimum Term is completed upon thirty (30) days written notice to ITI however, in such event all prepaid fees paid hereunder are nonrefundable.

(c) ITI may terminate this Agreement by providing sixty (30) day's written notice to the Customer.

Imaging Made Simple Support Agreement

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Reinstatement: If this Agreement is terminated, a Reinstatement Fee shall be assessed if Customer seeks to reinstate a Maintenance and Support Agreement. The Reinstatement Fee is calculated from the date the Maintenance and Support Agreement was terminated to the date that Support Services are reinstated.

Support Services: Support Services are provided remotely from ITI's premises for issues that are demonstrable in the currently supported release(s) of the Product, running unaltered, and on a certified hardware, database and operating system configuration, as specified in the Order Form or program documentation.

Contact Information: ITI will provide email and telephone support through the following contacts:

- Telephone: 254-523-0550
- [Email: support@imnt-tech.com](mailto:support@imnt-tech.com)

Language: Support Services will be provided in English only. All communications and documentation for the Products and Services to be furnished under this Agreement shall be in the English language.

Support Hours: Support Services are provided Monday to Friday 8am to 5pm Central Standard Time excluding Major Holidays.

Customer Contacts: Support Services are provided to designated personnel employed by or contracted by the Customer. You may designate one (1) primary and two (2) backup individuals to serve as liaisons with ITI Support.

Releases: ITI updates its Products through releases. Each release is assigned a version number comprising three numbers each separated by a period (e.g. 10.1.3).

Software Maintenance covered under this Agreement includes: Maintenance, Minor Releases, and Major Releases. Releases are offered when needed to repair or improve a situation and provided upon customer requests.

System Access: If Customer provides access to its systems for the purpose of performing Support Services, Customer shall restrict ITI Support from accessing Customer's systems outside the Licensed Product's installation. Without limiting the generality of the limitations of liability outlined in this Agreement, ITI shall not be responsible for any effects its support actions cause to any of the Customer's systems or data resulting from its ability to access systems other than the Licensed Product.

Exclusions: Custom software engineering assistance and Customer specific software development is not included in this Agreement. Implementation and training are not included and are separately chargeable.

Supported Systems: Support Services are limited to Customers running the Imaging Made Simple Licensed Product on supported systems and software listed on the www.imagingmadesimple.com system requirements web page.

ITI relies on a variety of products developed by third party vendors, which may include but are not limited to: operating systems, database management systems, application servers, web servers, device drivers, internet browsers, and mobile devices. While ITI makes every effort to ensure the broadest possible product compatibility is achieved, it is not possible to test every combination. Untested configurations are considered unsupported environments. An issue must be reproducible within a supported environment before investigation can occur.

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Problem Reporting: To provide quick and efficient support, the following information should be provided when requesting Support Services:

- Customer's full contact details (Company name, contact name, phone, email)
- Product Name(s) and Version(s)
- Full problem description including:
 - What are the symptoms
 - What context does the problem occur
 - What was expected to happen
 - What actually happened
 - Did the problem occur once or often
 - Is the problem erratic or consistent
 - Can the problem be duplicated and, if so, what steps are required
 - What is the exact error message(s)
 - Problem severity
 - Screen shots are always very helpful if available

Note - a defect is any error, unexpected result, or incorrect behavior that deviates from the expected result or use as described in the associated product documentation. Architectural modifications in subsequent product releases or failures resulting from the use of undocumented product behavior, or use on unsupported platforms will not be classified as a defect. Products are subject to support only on the platforms explicitly designated on the system requirements web page.

Incident Resolution: All support incidents will result in either an answer to the question, a solution to the problem, or an issue filed in ITI's bug/feature tracking system with a release priority. ITI shall use reasonable efforts to correct any reproducible and material programming defects in the Product with the level of effort reasonably commensurate with the severity of the error. ITI shall not be responsible for correcting errors not attributable to ITI.

Note: a defect is any error, unexpected result, or incorrect behavior that deviates from the expected result or use as described in the associated product documentation. Architectural modifications in subsequent product releases or failures resulting from the use of undocumented product behavior, or use on unsupported platforms or systems will not be classified as a defect.

Response Time: ITI Support will use reasonable efforts to respond to all Support Services requests within a reasonable time, with either a solution, or a request for further information to assist it in providing a solution. Support Services requests are handled in priority basis as follows:

- Level 1: Customer's use of the Product and Services is impacted so that the Customer experiences a complete loss of service and the operation is mission critical to the business.
- Level 2: Customer experiences a severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.
- Level 3: Customer experiences a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality
- Level 4: Customer requests information, an enhancement, or documentation clarification regarding the Product or Services but there is no impact on the operation of the software. Customer experiences no loss of service. The result does not impede the operation of a system.

Ownership: Any corrections, changes, clarifications, additions or other improvements to the Licensed Product which the Customer reports to or requests of ITI are the property of ITI, unless ITI explicitly agrees otherwise in writing prior to performing the work.

Customer Obligations: In connection with ITI's provision of the Support Services, the Customer agrees to:

- (a) maintain the relevant computer system on which the Licensed Product is used and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and in compliance with the minimum system requirements set forth in the Licensed Software documentation, to ensure that any problems reported to ITI are not due to hardware malfunction;
- (b) reasonably perform any tests or procedures recommended by ITI for the purpose of identifying and/or resolving any problems;
- (c) maintain procedures external to the Licensed Product for reconstruction of lost or altered files, data, or programs;
- (d) implement in a reasonably timely manner all updates and releases provided by ITI.

Support Duration: ITI supports each Major Release of the Licensed Product for a period of twelve (12) months after the issuance of the next Major Release. Support Services for any earlier versions or for other problems not covered under the description of Support Services in this Agreement may be purchased from ITI at ITI's then current rates for special technical services. ITI reserves the right to discontinue Support Services for any Licensed Product with 12 months prior notice.

Confidentiality: By virtue of your order, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under your order. Confidential information shall be limited to the terms and pricing under your Order Form and all information clearly identified as confidential at the time of disclosure.

A party's confidential information shall not include information that: (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (iv) is independently developed by the other party.

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under your order in any legal proceeding arising from or in connection with your order or disclosing the confidential information to a federal or state governmental entity as required by law.

Force Majeure: ITI and its Distributors shall not be liable for any failure by ITI and its Distributors to perform its obligations under this Agreement because of circumstances beyond the reasonable control of ITI and its Distributors, which such circumstances shall include (without limitation) natural disaster, terrorism, riot, sabotage, labor disputes, war, any acts or omissions of any government, governmental authority or third party, declarations of governments, transportation delays, power failure, computer failure, telecommunications failure, internet service provider failure or delay, third party technology failure, failure of the Customer to cooperate with the reasonable requests of ITI and its Distributors, misuse of the Product by the Customer or third party, breach of this Agreement by the Customer or a third party and any other events reasonably beyond the control of ITI and its Distributors.

Indemnification: Customer shall release, defend, indemnify and hold harmless ITI (including its officers, directors, employees, affiliates, independent contractors, distributors, agents and successors) against any expense, loss, cost or liability (including, without limitation, interest, penalties, attorney fees and paralegal fees) arising from any and all claims, demands, damages or actions resulting from or related to (i) use of the Licensed Product and Support Services by the Customer, (including, without limitation, any claim regarding use of the Licensed Product by the Customer in an infringing manner or any claim by third parties for breach of warranty, negligence, loss of data, libel, slander, unfair competition, trademark infringement, or invasion of privacy); (ii) performance of the Licensed Product; (iii) The Customer's negligence or the acts (or any failure to act) of the Customer hereunder; (iv) any breach by the Customer of the obligations of the Customer hereunder; and (v) investigation or defense of any of the above or in asserting ITI's rights hereunder.

Interpretation: Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Agreement will remain in full force and effect. Time shall be of the essence in this Agreement.

Waiver: Waiver of any default or breach of this Agreement shall not be construed as a waiver of either a subsequent or continuing default. Termination of this Agreement shall not affect a party's liability by reason of any act, default, or occurrence prior to such termination, nor shall it preclude the non-defaulting party from exercising or pursuing any other right or remedy as may be available to it at law or in equity, including a suit for damages or specific performance.

Entire Agreement: This Agreement, along with any ITI prepared form of purchase order, order confirmation or sales order relating to the Licensed Product or Support Services, contains the complete and exclusive statement of the Agreement between the parties and supersedes all prior and contemporaneous agreements, purchase orders, understandings, proposals, negotiations, representations or warranties of any kind whether written or oral. No oral or written representation that is not expressly contained in this Agreement is binding on either party. This Agreement cannot be amended or modified, other than by a change made in writing, dated and executed by the parties.

Limited Warranty: In no event will ITI or its suppliers or distributors be liable to the Customer for any direct, indirect, special, punitive or consequential damages (including but not limited to damages for loss of business profits, business interruption and the like), or any other damages arising in any way

(even if they have been advised of the possibility of such damages and regardless of the form of action whether in contract, tort, negligence, strict liability, operation of law or otherwise) for any matter relating to this Agreement or the Support Services. In all circumstances, the maximum amount that ITI or its suppliers or distributors may be held liable for, for any reason whatsoever is the Support Services fee paid by the Customer for the then current term.

The parties acknowledge that ITI has set its prices and entered into this Agreement in reliance on the limitations of liability and disclaimers of warranties and damages set forth herein, and that the same form a fundamental and essential basis of the agreement between the parties. They shall apply even if this Agreement is found to have failed in its fundamental or essential purpose or been fundamentally breached.

Governing Law: The Provisions of this document shall be enforceable only to the extent allowed by Kentucky law.

You understand and agree to the terms for this Maintenance and Support Agreement and authorize the use of our software by signing below:

Organization Name and full address

Print Name

Title

Signature

Date

Imminent Technologies Inc. 212 Lake Air Drive Waco TX 76710

Provider

Chad Cohrs

Print Name

Chad Cohrs

Signature

Dir Channel Sales

Title

6-1-18

Date

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